

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/05/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avadim, LLC		03/20/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Avadim Technologies Inc.		
Street Address:	81 Thompson Street		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28803		
Entity Type:	CORPORATION: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3504319	THERAWORX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7045227415		
Email:	docket@pedigolawfirm.com		
Correspondent Name:	Paul Pedigo		
Address Line 1:	5970 Fairview Road, Suite 725		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
ATTORNEY DOCKET NUMBER:	1980_002TM		
NAME OF SUBMITTER:	Paul Pedigo		
SIGNATURE:	/Paul Pedigo/		
DATE SIGNED:	03/20/2015		
Total Attachments: 2			
source=1980_002TM_THERAWORX_Assignment_032015#page1.tif			
source=1980_002TM_THERAWORX_Assignment_032015#page2.tif			

OP \$40.00 3504319

TRADEMARK ASSIGNMENT

This Trademark Assignment ("ASSIGNMENT") is made effective nunc pro tunc, September 5, 2013, by and between AVADIM, LLC, a North Carolina limited liability company ("ASSIGNOR") and AVADIM TECHNOLOGIES INC., a Wyoming corporation, its successors and assigns ("ASSIGNEE"), ASSIGNOR and ASSIGNEE each having a principal place of business at 81 Thompson Street, Asheville, NC 28803.

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Business Sale Agreement on August 23, 2013 having a closing date of September 5, 2013 ("BUSINESS SALE AGREEMENT"), pursuant to which ASSIGNEE acquired from ASSIGNOR the entire assets and goodwill of ASSIGNOR as defined in the BUSINESS SALE AGREEMENT;

WHEREAS, the BUSINESS SALE AGREEMENT contemplates the execution of this ASSIGNMENT by and between ASSIGNOR and ASSIGNEE;

WHEREAS, ASSIGNOR has adopted, used, and is using the trademark THERAWORX ("THERAWORX") and owns all right, title, and interest therein, including the goodwill of the business associated therewith, and to Trademark Registration No. 3,504,319, which was registered in the United States Patent & Trademark Office on the Principal Register on September 23, 2008 (Reg. No. 3,504,319);

WHEREAS, ASSIGNOR desires to sell, assign, transfer, deliver, and convey to ASSIGNEE its entire right, title, and interest in and to the trademark THERAWORX and Reg. No. 3,504,319, including the goodwill of the business associated therewith; and

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR ASSIGNOR'S entire right, title, and interest in and to the trademark THERAWORX and Reg. No. 3,504,319, including the goodwill of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and with the intent to be legally bound, ASSIGNOR irrevocably, unconditionally, and forever, sells, assigns, transfers, delivers, and conveys to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever amount and in whatever nature in any and all jurisdictions in and to the trademark THERAWORX, common law rights thereto, and Reg. No. 3,504,319, together with 1) the goodwill of the business relating to the goods and services in connection with which the trademark THERAWORX and Reg. No. 3,504,319 are used; 2) all income, royalties, and damages, if any, hereafter due or payable to ASSIGNOR with respect to the trademark THERAWORX and Reg. No. 3,504,319, including, without limitation, payments for past or future infringements and misappropriations of the trademark THERAWORX and Reg. No. 3,504,319; and 3) any and all rights to sue for past, present, and future infringements or misappropriations of the trademark THERAWORX and Reg. No. 3,504,319, the same to be held and enjoyed by ASSIGNEE as fully and entirely as the

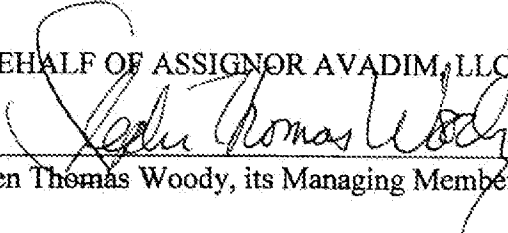
TRADEMARK ASSIGNMENT
AVADIM, LLC to AVADIM TECHNOLOGIES INC.
THERAWORX

right, title, interest, and goodwill of the business held and enjoyed by ASSIGNOR had this sale, assignment, transfer, delivery, and conveyance not been made.

ASSIGNOR also covenants and agrees that it has neither made nor attempted to make nor encumbered its right and obligation under the BUSINESS SALE AGREEMENT to make any sale, assignment, transfer, delivery, or conveyance that would conflict with this ASSIGNMENT. ASSIGNOR further covenants and agrees that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary, desirable, or advised for securing, completing, or vesting in ASSIGNEE full and entire right, title, and interest in the trademark THERAWORX and Reg. No. 3,504,319, and will execute any and all documents reasonably necessary, desirable, or advised to effect this ASSIGNMENT or to confirm ASSIGNEE'S ownership of the trademark THERAWORX and Reg. No. 3,504,319, all at the expense of ASSIGNEE, its successors and assigns, and at no cost whatsoever to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this ASSIGNMENT nunc pro tunc, September 5, 2013, as evidenced by their signatures below.

ON BEHALF OF ASSIGNOR AVADIM, LLC:

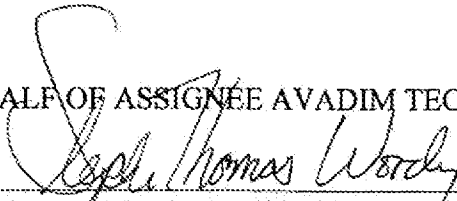


Stephen Thomas Woody, its Managing Member

3/20/15

Date

ON BEHALF OF ASSIGNEE AVADIM TECHNOLOGIES INC:



Stephen Thomas Woody, its Chief Executive Officer

3/20/15

Date