

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	11/20/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucid, Inc.		11/20/2014	CORPORATION: NEW YORK

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Caliber Imaging & Diagnostics, Inc.	11/20/2014	CORPORATION: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Caliber Imaging & Diagnostics, Inc.
Street Address:	50 Methodist Hill Drive, Suite 1000
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14623
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86381677	CALIBER I.D.
Serial Number:	86419298	VIVASCAN
Registration Number:	2188503	VIVASCOPE
Registration Number:	2234174	LUCID
Registration Number:	2703053	VIVABLOCK
Registration Number:	2701076	VIVASTACK
Registration Number:	3100622	VIVACAM
Registration Number:	4132109	VIVASCAN
Registration Number:	3415188	VIVANET
Registration Number:	3627656	VIVASCOPE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5854242670
Email: klukacher@lukacherlawgroup.com
Correspondent Name: Kenneth J. LuKacher
Address Line 1: 3136 Winton Road South, Suite 301
Address Line 4: Rochester, NEW YORK 14623

NAME OF SUBMITTER:	Kenneth J. LuKacher, Attorney
SIGNATURE:	/Kenneth J. LuKacher/
DATE SIGNED:	05/21/2015

Total Attachments: 12

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"LUCID, INC.", A NEW YORK CORPORATION,
WITH AND INTO "CALIBER IMAGING & DIAGNOSTICS, INC." UNDER THE NAME OF "CALIBER IMAGING & DIAGNOSTICS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF NOVEMBER, A.D. 2014, AT 11:54 O'CLOCK A.M.

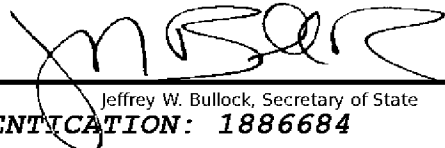
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5632744 8100M

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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1886684

DATE: 11-20-14

TRADEMARK
REEL: 005521 FRAME: 0348

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

LUCID, INC.
a New York corporation

WITH AND INTO

CALIBER IMAGING & DIAGNOSTICS, INC.
a Delaware corporation

Pursuant to Sections 103 and 253 of the
General Corporation Law of the State of Delaware

Lucid, Inc. (the "Parent"), a corporation organized under the New York Business Corporation Law (the "NYBCL"), does hereby certify to the following facts relating to the merger of the Parent with and into Caliber Imaging & Diagnostics, Inc. (the "Corporation"), a corporation organized under the Delaware General Corporation Law (the "DGCL"), with the Corporation remaining as the surviving corporation:

FIRST: The Parent is a corporation organized under the NYBCL, the provisions of which permit a merger of a corporation of that jurisdiction with a corporation of another jurisdiction.

SECOND: The Parent is the owner of all of the issued and outstanding shares of capital stock of the Corporation, a corporation incorporated on the 3rd day of November, 2014, pursuant to the DGCL.

THIRD: The Board of Directors of the Parent on November 4, 2014 adopted resolutions authorizing the merger of the Parent with and into the Corporation, pursuant to Section 253 of the DGCL. A true copy of such resolutions is annexed hereto as Exhibit A. Such resolutions have not been modified or rescinded and are in full force and effect on the date hereof.

FOURTH: Upon the effective date of the merger of the Parent with and into the Corporation, the name of the Corporation (which is the surviving corporation) shall be "Caliber Imaging & Diagnostics, Inc."

FIFTH: That the proposed merger has been adopted, approved, certified, executed and acknowledged by the Parent in accordance with the laws of the State of New York, under which it was organized.

SIXTH: This Certificate of Ownership and Merger shall be effective upon filing with the Secretary of State of the State of Delaware.

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REEL: 005521 FRAME: 0350

IN WITNESS WHEREOF, Parent has caused this Certificate of Ownership and Merger to be duly executed as of this 20th day of November, 2014.

LUCID, INC.

By: /s/ Richard C. Christopher
Name: Richard C. Christopher
Title: Authorized Officer

Signature Page to Certificate of Ownership

TRADEMARK
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Exhibit A

Resolutions adopted by the Board of Directors of the Parent

- RESOLVED:** That the merger (the "Merger") of the Company with and into the Subsidiary is deemed to be in the best interests of the Company and its shareholders.
- RESOLVED:** That the Merger be and hereby is authorized and approved upon the terms and conditions set forth in the Agreement and Plan of Merger, in the form of Exhibit A attached hereto, pursuant to which the Subsidiary assumes all of the obligations of the Company.
- RESOLVED:** That the number of shares that the Company has outstanding is 52,425,211 shares of Common Stock, par value \$0.01 per share and 100,000 shares of Series C Preferred Stock, par value \$0.05 per share. The number of shares that the Subsidiary has outstanding is one share of Common Stock, par value \$0.01 per share, which is owned by the Company. By virtue of the Merger, the one share of Common Stock of the Subsidiary currently outstanding will, without any action on the part of the holder thereof, cease to be outstanding and shall be canceled and retired and shall cease to exist. Pursuant to the Merger, each share of the Company's capital stock that is owned by the Company and held in its treasury (if any) will, without any action on the part of the holder thereof, cease to be outstanding and shall be canceled and retired and shall cease to exist. Also pursuant to the Merger, each share of Common Stock of the Company outstanding immediately prior to the effective time will, without any action on the part of the holder thereof, automatically convert into one fully paid and nonassessable share of Common Stock of the Subsidiary and each share of Series C Preferred Stock of the Company outstanding immediately prior to the effective time will, without any action on the part of the holder thereof, automatically convert into 100 fully paid and nonassessable shares of Common Stock of the Subsidiary. Also pursuant to the Merger, each option to purchase shares of the Company's Common Stock will be converted automatically into an option to purchase an equal number of shares of Common Stock of the Subsidiary. Also pursuant to the Merger, each warrant to purchase shares of the Company's Common Stock will be converted automatically into a warrant to purchase an equal number of shares of Common Stock of the Subsidiary.
- RESOLVED:** That the proper officers be, and each of them singly hereby is, authorized and directed to execute and file a Certificate of Ownership and Merger to be filed with the Secretary of State of the State of Delaware and a Certificate of Merger to be filed with the Secretary of State of the State of New York.

Exhibit A
Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Merger Agreement**") is entered into as of November 18, 2014, by and between Lucid, Inc., a New York corporation (the "**Parent**"), and Caliber Imaging & Diagnostics, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (the "**Subsidiary**").

WITNESSETH:

WHEREAS, Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and, on the date of this Agreement, has authority to issue 60,000,000 shares of Common Stock, par value \$0.01 per share and 10,000,000 shares of Preferred Stock, par value \$0.05 per share. 3,089,893 shares of the Preferred Stock are designated as Series A Preferred Stock, par value \$0.05 per share, 1,895,911 shares of the Preferred Stock are designated as Series B Preferred Stock, par value \$0.05 per share, and 100,000 shares of Preferred Stock are designated as Series C Preferred Stock, par value \$0.05 per share. As of the date of this Agreement, 52,425,211 shares of Common Stock are issued and outstanding, zero share of Series A Preferred Stock is issued and outstanding, zero share of Series B Preferred Stock is issued and outstanding and 100,000 shares of Series C Preferred Stock are issued and outstanding.

WHEREAS, Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and, on the date of this Agreement, has authority to issue 140,000,000 shares of Common Stock, par value \$0.01 per share and 10,000,000 shares of undesignated Preferred Stock, par value \$0.01 per share. As of the date of this Agreement, one share of Common Stock is issued and outstanding.

WHEREAS, Parent is the owner of all of the issued and outstanding capital stock of Subsidiary.

WHEREAS, the parties hereto desire to enter into this Merger Agreement for the purpose of effecting a merger of a parent corporation and its wholly-owned subsidiary pursuant to Section 253 of the Delaware General Corporation Law (the "**DGCL**") and Section 907 of the New York Business Corporation Law ("**NYBCL**"), through which Parent shall be merged with and into Subsidiary (the "**Merger**"), with Subsidiary being the surviving corporation (the "**Surviving Corporation**").

WHEREAS, the Board of Directors of each of Parent and Subsidiary have determined that it is advisable and in the best interests of each of such corporations that Parent merge with and into Subsidiary upon the terms and subject to the conditions set forth in this Merger Agreement, for the purpose of effecting the reincorporation of Parent in the State of Delaware and have, by resolutions duly adopted, approved this Merger Agreement, declared its advisability in accordance with the applicable provisions of the DGCL and the NYBCL and

directed that it be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Merger Agreement, the parties hereto agree on the terms and conditions set forth below:

ARTICLE I

The Merger

1.1. The Merger. In accordance with the provisions of this Merger Agreement, Section 253 of the DGCL, and Section 907 of the NYBCL, Parent will be merged with and into Subsidiary as of the Effective Time (as hereinafter defined). Following the Effective Time, the identity and separate existence of Parent shall cease, and all of the rights, titles, privileges, powers, franchises, properties and assets of Parent shall be vested in Subsidiary, and all debts, liabilities or duties of Parent shall attach to Subsidiary and, following the Effective Time, Subsidiary shall continue its existence as a corporation, and the identity, rights, titles, privileges, powers, franchises, properties and assets of Subsidiary shall continue unaffected and unimpaired by the Merger. In connection with, and upon the Effective Time, the corporate name of Subsidiary shall be "Caliber Imaging & Diagnostics, Inc."

1.2. Effective Time. The Merger shall be effected by the filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and the filing of the Certificate of Merger with the Secretary of State of the State of New York, together with the filing of any other documents required to be filed in either state to consummate the Merger. The term "Effective Time" shall mean the date and time of the later of (a) the filing of the Certificate of Ownership and Merger with the Delaware Secretary of State and (b) the filing of the Certificate of Merger with the New York Secretary of State.

ARTICLE 2

Certificate of Incorporation; By-laws

2.1. Certificate of Incorporation. The certificate of incorporation of Subsidiary as in effect immediately prior to the Effective Time (the "**Certificate of Incorporation**"), shall be the certificate of incorporation of the Surviving Corporation from and after the Effective Time, except for the amendments set forth on the Certificate of Ownership and Merger or as such Certificate of Incorporation may hereafter be altered, amended or repealed.

2.2. By-laws. The by-laws of Subsidiary, as in effect immediately prior to the Effective Time (the "**By-laws**"), shall be the by-laws of the Surviving Corporation from and after the Effective Time, except as the By-laws may thereafter be altered, amended or repealed.

ARTICLE 3

Board of Directors and Officers

3.1. Directors. From and after the Effective Time of the Merger, the directors of the Surviving Corporation, who shall hold office until their successors are elected and qualified in accordance with the By-laws of the Surviving Corporation, shall be the same as the directors of Subsidiary immediately prior to the Effective Time of the Merger.

3.2. Officers. From and after the Effective Time of the Merger, the officers of the Surviving Corporation, who shall hold office until their successors are elected and qualified in accordance with the By-laws of the Surviving Corporation, shall be the same as the officers of Subsidiary immediately prior to the Effective Time of the Merger.

ARTICLE 4

Stock

4.1. Surviving Corporation Stock. The number of shares that the Parent has outstanding is 52,425,211 shares of Common Stock, par value \$0.01 per share and 100,000 shares of Series C Preferred Stock, par value \$0.05 per share. The number of shares that Subsidiary has outstanding is one share of Common Stock, par value \$0.01 per share, which is owned by the Parent. By virtue of the Merger, the one share of Common Stock of the Subsidiary outstanding immediately prior to the Effective Time will, without any action on the part of the holder thereof, cease to be outstanding and shall be canceled and retired and shall cease to exist. Pursuant to the Merger, each share of the Parent's capital stock that is owned by the Parent and held in its treasury (if any) will, without any action on the part of the holder thereof, cease to be outstanding and shall be canceled and retired and shall cease to exist. Also pursuant to the Merger, each share of Common Stock of Parent outstanding immediately prior to the Effective Time will, without any action on the part of the holder thereof, automatically convert into one fully paid and nonassessable share of Common Stock of the Surviving Corporation and each share of Series C Preferred Stock of Parent outstanding immediately prior to the Effective Time will, without any action on the part of the holder thereof, automatically convert into 100 fully paid and nonassessable shares of Common Stock of the Surviving Corporation.

4.2. Stock Plans. At the Effective Time, Subsidiary shall assume the Year 2000 Stock Option Plan, the 2007 Long-Term Equity Incentive Plan, the 2010 Long-Term Equity Incentive Plan and the 2012 Stock Option and Incentive Plan of the Parent (collectively, the "Stock Plans").

4.3. Equity Grants. At the Effective Time, by virtue of the Merger and without any further action on the part of either of Parent or Subsidiary or the holders of options to purchase capital stock of either of Parent or Subsidiary, each option or other equity grant to purchase a share of Common Stock of Parent outstanding under the Stock Plans as of immediately prior to the Effective Time, whether vested or unvested (collectively, "Outstanding Options"), shall become, and be deemed to constitute, an option or other equity grant to purchase, on the same

terms and conditions as were applicable under such Outstanding Option at the Effective Time, one fully paid and nonassessable share of Common Stock of the Surviving Corporation at an exercise price equal to the exercise price of such Outstanding Option.

4.4 Warrants. At the Effective Time, by virtue of the Merger and without any further action on the part of either of Parent or Subsidiary or the holders of warrants to purchase capital stock of either of Parent or Subsidiary, each warrant to purchase a share of Common Stock of Parent as of immediately prior to the Effective Time, whether vested or unvested (collectively, "**Outstanding Warrants**"), shall become, and be deemed to constitute, a warrant to purchase, on the same terms and conditions as were applicable under such Outstanding Warrant at the Effective Time, one fully paid and nonassessable share of Common Stock of the Surviving Corporation at an exercise price equal to the exercise price of such Outstanding Warrant.

4.5 Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of capital stock of Parent shall be deemed for all purposes to evidence ownership of, and to represent, shares of capital stock of the Surviving Corporation into which the shares of capital stock of Parent, formerly represented by such certificates have been converted as provided in this Merger Agreement. The registered owner on the books and records of Parent or its transfer agent of any outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Parent or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of capital stock of the Surviving Corporation evidenced by such outstanding certificate as provided herein. From and after the Effective Time, no holder of certificates which evidenced capital stock of Parent immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of capital stock of the Surviving Corporation into which such capital stock of Parent shall have been converted pursuant to the Merger. At and after the Effective Time, each registered owner of any uncertificated shares of capital stock of the Parent shall have said shares thereof cancelled and said registered owner shall be entitled to the number of shares of capital stock of the Surviving Corporation on the basis provided herein.

ARTICLE V

MISCELLANEOUS

5.1. Amendments; No Waivers.

(a) Any provision of this Merger Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by Parent and by Subsidiary.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or

privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.2. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between Parent and Subsidiary, or their representatives, are merged into this Merger Agreement, and this Merger Agreement shall constitute the entire understanding between Parent and Subsidiary with respect to the subject matter hereof.

5.3. Successors and Assigns. The provisions of this Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Merger Agreement without the consent of the other party hereto.

5.4. Governing Law. This Merger Agreement shall be governed by and construed in accordance the laws of the State of Delaware, without regard to principles of conflict of laws.

5.5. Counterparts; Effectiveness. This Merger Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Merger Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

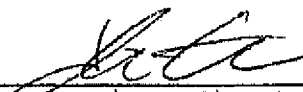
5.6. Further Assurances. Parent agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of Parent, the Surviving Corporation and its officers and directors may execute and deliver all such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Merger Agreement, in the name of Parent or otherwise.

5.7. Tax Treatment. For federal income tax purposes the transaction contemplated by this Agreement shall be treated as a tax-free reorganization described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

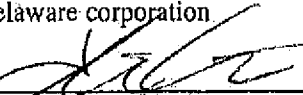
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

LUCID, INC.
a New York corporation

By: 
Name: Richard Christopher
Title: CFO

**CALIBER IMAGING & DIAGNOSTICS,
INC.**
a Delaware corporation

By: 
Name: Richard Christopher
Title: CFO

[Signature Page to Agreement and Plan of Merger]