

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348459

| | | | |
|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Solutions Biomed, LLC | | 06/15/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Solutions International, LLC | | |
| Street Address: | 1272 South 1380 West | | |
| City: | Orem | | |
| State/Country: | UTAH | | |
| Postal Code: | 84058 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4663982 | STERIPLEX | |
| Registration Number: | 4444036 | STERIPLEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8014153500 | | |
| <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: | 801-415-3000 | | |
| Email: | ecalvert@djplaw.com | | |
| Correspondent Name: | Elisabeth E. Calvert | | |
| Address Line 1: | 111 E Broadway Ste 900 | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| ATTORNEY DOCKET NUMBER: | 49841.1 | | |
| NAME OF SUBMITTER: | Elisabeth E. Calvert | | |
| SIGNATURE: | /s/ Elisabeth E. Calvert | | |
| DATE SIGNED: | 07/17/2015 | | |
| Total Attachments: 5 | | | |
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| source=Trademark Security Agreement (Solutions BioMed) - EXECUTED#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of June 15, 2015, is made by and between Solutions BioMed, LLC, a Delaware limited liability company (“Borrower”) in favor of Solutions International, LLC a Delaware limited liability company (the “Secured Party”).

WHEREAS, Borrower has entered into a Loan Agreement dated as of the date hereof (the “Loan Agreement”) with the Secured Party.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, Borrower has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith, made by and between Borrower and the Secured Party (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, Borrower has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with the Secured Party as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Borrower in, to and under the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

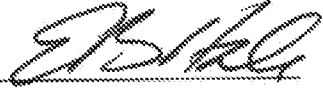
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:
SOLUTIONS BIOMED, LLC,
a Delaware limited liability company

By: 
Name: ERIC B. HILLE
Title: CEO & President

AGREED TO AND ACCEPTED:

SECURED PARTY:
SOLUTIONS INTERNATIONAL, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

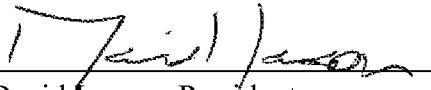
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:
SOLUTIONS BIOMED, LLC,
a Delaware limited liability company

Eric Hale, Manager

AGREED TO AND ACCEPTED:
SECURED PARTY:

SOLUTIONS INTERNATIONAL, LLC,
a Delaware limited liability company



David Larson, President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

| App. No. | App. Date | Reg. No. | Reg. Date | Mark | Goods/Services | Assignee |
|-----------------|------------------|-----------------|------------------|-----------------------|---|------------------------------|
| 85/048452 | 5/26/2010 | 4663982 | 12/30/2014 | Steriplex (design) | IC 005: All purpose sterilant preparations; sterilant preparation for medical instruments; antimicrobial fluid for use as sporicide; disinfectants for veterinary purposes; antimicrobial fluid for use as sporicide for blowweapon defense; disinfectants for blowweapon defense; all purpose disinfectant; disinfectant cleaners; disinfectant bathroom cleaner; disinfectant toilet bowl cleaners; disinfectant sanitary purposes; disinfectants for medical instruments; disinfectants for dental instruments; disinfectants for hygienic purposes; contact lens disinfectants; topical disinfectants for hygienic purposes; all purpose disinfectant sprays; all purpose disinfectant and deodorizing preparations; disinfectant shampoos; disinfectant body wash; disinfectant mouthwash; disinfectant cosmetic creams; disinfectants in the form of antibiotics. FIRST USE: 20090903. FIRST USE COMMERCE: 20101006 | Solutions Biomed, LLC |
| 77/819808 | 9/3/2009 | 4444036 | 12/3/2013 | Steriplex | IC 005: All purpose sterilant preparations; antimicrobial fluid for use as sporicide; disinfectants for veterinary purposes; antimicrobial fluid for use as sporicide for blowweapon defense; disinfectants for blowweapon defense; all purpose disinfectant; disinfectant cleaners; disinfectant bathroom cleaner; disinfectant toilet bowl cleaners; disinfectants for sanitary purposes; disinfectants for medical instruments; disinfectants for dental instruments; disinfectants for hygienic purposes; contact lens disinfectants; topical disinfectants for hygienic purposes; all purpose disinfectant sprays; all purpose disinfectant and deodorizing preparations; disinfectant shampoos; disinfectant body wash; disinfectant mouthwash; disinfectant cosmetic creams; disinfectants in the form of antibiotics. FIRST USE: 20090903. FIRST USE COMMERCE: 20101006 | Solutions Biomed, LLC |