# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348644

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| **SEQUENCE:** | 2 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Radient Pharmaceuticals Inc | FORMERLY AMDL Inc | 12/21/2014 | CORPORATION: |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | AMDL Diagnostics Inc |
| **Street Address:** | 2492 Walnut Ave, Suite 100 |
| **City:** | Tustin |
| **State/Country:** | CALIFORNIA |
| **Postal Code:** | 92780 |
| **Entity Type:** | CORPORATION: CALIFORNIA |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 3811791 | ONKO-SURE |

**CORRESPONDENCE DATA**

**Fax Number:**

***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.***

**Phone:** 323 847-9103
**Email:** dbrown@cst.ac
**Correspondent Name:** Darren Brown
**Address Line 1:** 2492 Walnut Ave, Suite 100
**Address Line 4:** Tustin, CALIFORNIA 92780

| | |
|---|---|
| **NAME OF SUBMITTER:** | Darren Brown |
| **SIGNATURE:** | /darren brown/ |
| **DATE SIGNED:** | 07/20/2015 |

**Total Attachments: 3**
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source=tmagreement final signed#page3.tif

OP $40.00 3811791

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 21st day of December, 2014 (the "**Effective Date**") by and between Radient Pharmaceutics Corp, Inc formally AMDL, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having it principal place of business at 2492 Walnut Avenue, Suite 100, Tustin, CA 92780 ("**Assignor**") and AMDL Diagnostics, Inc, a corporation duly organized and existing under the laws of the State of Delaware and having it principal place of business at 2492 Walnut Avenue, Suite 100, Tustin, CA 92780 ("**Assignee**").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A or otherwise using the prefix "AMDL" (collectively the "**Marks**");

B. WHEREAS Assignor owns 100% of the outstanding stock of Assignee;

C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of $10.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

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

**ASSIGNOR:**

**Radient Pharmaceuticals Corp, Inc**
**Formerly AMDL, Inc**

By: /s/

Name: Dennis Charter

Title: Chief Executive Officer

**ASSIGNEE:**

**AMDL Diagnostics, Inc**

By: /s/

Name: Bill White

Title: Chief Executive Officer

**Exhibit A**

| Serial No. | Country | Title/Mark | FILE DATE | REG. No. | REG. DATE |
|---|---|---|---|---|---|
| 77664344 | USA | DR-70 | 5 Feb 2009 | 3843610 | 7 Sep 2010 |
| 77687179 | USA | ONKO-SURE | 10 March 2009 | 3811791 | 29 June 2010 |

**Exhibit B**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**TRADEMARK ASSIGNMENT**

WHEREAS, Radient Pharmaceuticals Corp, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having it principal place of business at 2492 Walnut Avenue, Suite 100, Tustin, CA, 92780 ("**Assignor**") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "**Marks**") and all foreign registrations everywhere in the world; and

WHEREAS, AMDL Diagnostics, Inc, a corporation duly organized and existing under the laws of the State of Delaware and having it principal place of business at 2492 Walnut Avenue, Suite 100, Tustin, CA, 92780 ("**Assignee**"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

12/21/2014
Date

Radient Pharmaceuticals Corp, Inc.

By: _____

Name: Dennis Charter

Title: CEO