

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medivators Inc.		08/01/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mar Cor Purification, Inc.		
<b>Street Address:</b>	4450 Township Line Road		
<b>City:</b>	Skippack		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19474		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85150545	REVOX	
<b>Serial Number:</b>	85602468	REVOX	
<b>Serial Number:</b>	85602568		
<b>Serial Number:</b>	86518250	REVOX	
<b>Serial Number:</b>	86518259	REVOX	
<b>Serial Number:</b>	86518241	REVOX	
<b>Serial Number:</b>	86571290	REVOX	
<b>Serial Number:</b>	86476087	JUST IN TIME STERILIZATION	
<b>Serial Number:</b>	85198048	BIOREDOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7635533300		
<b>Email:</b>	lluhring@medivators.com		
<b>Correspondent Name:</b>	Larissa Luhring		
<b>Address Line 1:</b>	14605 28th Avenue North		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55447		
<b>ATTORNEY DOCKET NUMBER:</b>	REVOX		

OP \$240.00 85150545

<b>NAME OF SUBMITTER:</b>	Larissa Luhring
<b>SIGNATURE:</b>	/Larissa Luhring/
<b>DATE SIGNED:</b>	09/23/2015
<b>Total Attachments: 4</b> source=REVOX - BIOREDOX - Bill of Sale - FINAL - 9-22-15#page1.tif source=REVOX - BIOREDOX - Bill of Sale - FINAL - 9-22-15#page2.tif source=REVOX - BIOREDOX - Bill of Sale - FINAL - 9-22-15#page3.tif source=REVOX - BIOREDOX - Bill of Sale - FINAL - 9-22-15#page4.tif	

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Bill of Sale") is made and entered into as of the 1st day of August, 2015 (the "Effective Date"), between **MEDIVATORS INC.**, a Minnesota corporation ("Seller"), and **MAR COR PURIFICATION, INC.**, a Pennsylvania corporation ("Purchaser").

### BACKGROUND

A. Seller desires to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser desires to purchase and acquire from Seller, all of the assets exclusively related to Seller's (i) REVOX® Sterilization Solutions business and (ii) BIOREDOX® Decontamination Service business, including, but not limited to, the intellectual property listed on Exhibit A attached hereto and other intangible assets, all written and oral contracts and agreements (to the extent assignable), all capital assets, all accounts receivable, goodwill, and all registrations to the extent such registrations can be sold, assigned, transferred, conveyed and delivered under applicable law (collectively, the "Assets"); and

B. In connection therewith, Purchaser will agree to assume and pay, discharge or perform, as appropriate, the liabilities of Seller exclusively related to (i) the REVOX® Sterilization Solutions business and (ii) the BIOREDOX® Decontamination Service business (collectively, the "Liabilities").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Assets; Purchase Price; Taxes. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Assets for a purchase price of US\$314,088.95 (the "Purchase Price"). Purchaser hereby purchases and accepts the Assets from Seller, and will deliver the Purchase Price to Seller by check. Additionally, Purchaser will (i) reimburse Seller upon demand for any and all legal fees and/or filing fees incurred by Seller in connection with the transfer of the Assets; and (ii) pay any and all federal, state and local taxes resulting from the consummation of the transactions contemplated by this Bill of Sale.

2. Assumption of Liabilities. Seller hereby assigns to Purchaser, and Purchaser, in addition to payment of the amounts referenced in Section 1 hereof, hereby accepts, assumes, and agrees to perform and discharge when due the Liabilities arising on or after the Effective Date.

3. Further Assurances. Seller and Purchaser hereby covenant and agree to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such other and further acts, assignments, transfers, assurances and instruments as Purchaser may reasonably request to assign and transfer the Assets to Purchaser, to assure to Purchaser the continued possession, control and enjoyment of the Assets, and as Seller may reasonably request to ensure the assignment to and assumption by Purchaser of the Liabilities as intended hereby.


4. Governing Law. This Bill of Sale will be governed by, construed, and enforced in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

5. Headings. The headings in this Bill of Sale are for the purpose of reference only and will not limit or otherwise affect the meaning hereof.

6. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Execution of this Bill of Sale via facsimile or pdf/email will be effective, and signatures received via facsimile or pdf/email will be binding upon the parties and effective as originals.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered as of the Effective Date.

**MEDIVATORS INC.**

By:   
Name: David C. Hemink  
Title: President, Medivators

**MAR COR PURIFICATION, INC.**


By:   
Name: Curtis D. Weitnauer  
Title: President and CEO

Exhibit A

Intellectual Property

**Registered and Unregistered Trademarks:**

Trademark	Country	Application No.	Registration No.
REVOX	U.S.A.	85/150,545	3,973,865
REVOX (STYLIZED)	U.S.A.	85/602,468	4,202,554
REVOX SWIRL DESIGN	U.S.A.	85/602,568	4,202,555
REVOX (STYLIZED)	U.S.A.	86/518,250	
REVOX (STYLIZED)	U.S.A.	86/518,259	
REVOX	U.S.A.	86/518,241	
REVOX	U.S.A.	86/571,290	
JUST IN TIME STERILIZATION	U.S.A.	86/476,087	
BIOREDOX	U.S.A.	85/198,048	4,068,542

**Service Mark:**

MAKE IT POSSIBLE<sup>sm</sup>

**Patents/Patent Applications:**

US Patent No. 9,017,607 – DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

US Patent Application No. 14/672,859 – DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

US Patent Application No. 62/167,139 – LOW RELATIVE HUMIDITY DECONTAMINATION SYSTEM

US Patent Application No. 62/167,135 – LOW FORMALDEHYDE FORMING DECONTAMINATION SYSTEM

CN Patent Application No. 2012/80024732.3 - DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

EP Patent Application No. 12726964.5 - DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

All other patent applications, disclosures and inventions related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

Exhibit A (cont.)

Intellectual Property

**Additional Intellectual Property:**

All trade names, logos, and domain names related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

All copyrights (registered and unregistered) and copyrightable works related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

All trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes, protocols and techniques, technical data, designs, drawings, specifications, customer data and information, supplier and vendor lists, pricing and cost information, and marketing plans and proposals) related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business