

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358878

<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>
E-MOS, successor in interest to AXIOM WORLDWIDE, INC.		04/01/2014	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T.V.G. TRADING AND DEVELOPMENT, S.A.		
<b>Street Address:</b>	Vavilova Str. 31-1-77		
<b>City:</b>	Moscow		
<b>State/Country:</b>	RUSSIAN FEDERATION		
<b>Postal Code:</b>	117312		
<b>Entity Type:</b>	CORPORATION: PANAMA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3052105	AXIOM WORLDWIDE	
<b>Registration Number:</b>	3116542	DRX	
<b>Registration Number:</b>	4479266	TRUE SPINAL DECOMPRESSION	
<b>Registration Number:</b>	4626615	WE SELL SCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7275311111		
<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>	727-531-1111		
<b>Email:</b>	ellislaw@alum.mit.edu		
<b>Correspondent Name:</b>	David R. Ellis, Attorney		
<b>Address Line 1:</b>	3233 East Bay Drive		
<b>Address Line 2:</b>	Suite 101		
<b>Address Line 4:</b>	Largo, FLORIDA 33771		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	James J Gibson Jr. # Integrity Life Scie		
<b>Address Line 1:</b>	2189 W. Bush Blvd.		
<b>Address Line 4:</b>	Tampa, FLORIDA 33612		
<b>NAME OF SUBMITTER:</b>	David R. Ellis, Attorney		

OP \$115.00 3052105

<b>SIGNATURE:</b>	/David R. Ellis/
<b>DATE SIGNED:</b>	10/16/2015
<b>Total Attachments: 21</b> source=IP Sale (E-Mos to TVG)#page1.tif source=IP Sale (E-Mos to TVG)#page2.tif source=IP Sale (E-Mos to TVG)#page3.tif source=IP Sale (E-Mos to TVG)#page4.tif source=IP Sale (E-Mos to TVG)#page5.tif source=IP Sale (E-Mos to TVG)#page6.tif source=IP Sale (E-Mos to TVG)#page7.tif source=IP Sale (E-Mos to TVG)#page8.tif source=IP Sale (E-Mos to TVG)#page9.tif source=IP Sale (E-Mos to TVG)#page10.tif source=IP Sale (E-Mos to TVG)#page11.tif source=IP Sale (E-Mos to TVG)#page12.tif source=IP Sale (E-Mos to TVG)#page13.tif source=IP Sale (E-Mos to TVG)#page14.tif source=IP Sale (E-Mos to TVG)#page15.tif source=IP Sale (E-Mos to TVG)#page16.tif source=IP Sale (E-Mos to TVG)#page17.tif source=IP Sale (E-Mos to TVG)#page18.tif source=IP Sale (E-Mos to TVG)#page19.tif source=Rappel Letter 10.15.2015#page1.tif source=Rappel Letter 10.15.2015#page2.tif	

## INTELLECTUAL PROPERTY SALES AGREEMENT

THIS INTELLECTUAL PROPERTY SALES AGREEMENT ("Agreement"), dated as of 1<sup>st</sup> day of April, 2014 (the "Effective Date"), is by and between and E-Mos, a Civil Unlimited Corporation formed in accordance with the laws of Federal Republic of Germany (collectively, the "Seller" or "E-Mos") and T. V. G. Trading and Development, S.A. a corporation formed in accordance with the laws of the Republic of Panama and established in the in 1994 (collectively, the "Buyer" or "T.V.G.").

### Background

E-MOS, BY VIRUTE of being a holder of a Final Judgment in the matter of Hako-Med USA, Inc., et al. v. Axiom Worldwide, Inc. in the United States District Court for the Middle District of Florida, Case No. 8:06-cv-01790-JDW-EAJ, executed a Writ of Execution against Axiom Worldwide, INC on the 31<sup>st</sup> of March, 2014 as evidenced by the documentation attached to this Agreement as Exhibit 1. As such, E-Mos is now the legal holder of ANY and ALL of Axiom Worldwide INC's Intellectual Property as listed as an exhibit to this Agreement, specifically, Exhibit 1, Schedule A.

### Sales Arrangement

NOW, THEREFORE, it is E-Mos's intention to forever sell, assign and transfer to T.V.G., ANY and ALL of E-Mos's rights, title, and interest in and to ANY and ALL of the items detailed in Exhibit 1, Schedule A, with the exception of ANY and ALL of the items the pertaining to and including "Axiom EPS8000, US FDA K#050687" and with the exception of ANY and ALL of the items pertaining to and including the "Axiom NYPK300 K#051135". And, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Copyrights.** E-Mos hereby forever agrees to sell, assign and transfer to the Buyer T.V.G., by execution of this Agreement, ANY and ALL right, title, and interest in and Exhibit 1, Schedule A with the exception of ANY and ALL of the items the pertaining to and including "Axiom EPS8000, US FDA K#050687" and with the exception of ANY and ALL of the items pertaining to and including the "Axiom NYP8500 K#051135". (collectively, the "Axiom INC Materials"), including any and all renewals and extensions of such rights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country.



2. **Intellectual Property Rights.** Seller hereby sells and transfers to the Buyer all right, title, and interest in and to ANY and ALL of its Intellectual Property Rights in the Axiom INC Materials with the exception of ANY and ALL of the items the pertaining to and including "Axiom EPS8000, US FDA K#050687" and with the exception of ANY and ALL of the items pertaining to and including the "Axiom NVP8500 K#051135". For purposes of this Agreement, "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or unregistered), trade secret, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, database right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.
3. **Representations and Warranties:** E-Mos is entering into this Agreement and selling the Axiom Materials on an "As Is, Where Is" basis with no further rights, responsibilities or warranties from E-Mos to T.V.G, or any other future party. Seller makes absolutely no further representations or warranties to the Buyer.
5. **Governing Laws.** To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany and/or the laws of the European Union and not be governed by and construed under the laws of the State of Florida or the United States of America. Venue shall exclusively lie in the applicable federated state within the Federal Republic of Germany where E-Mos is sited/resides.
6. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.
7. **Cooperation Following the Execution.** Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
8. **Entire Agreement:** This Agreement constitutes the entire Agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all oral



or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

9. **Re-Assignment.** The Buyer may sell or assign any or all of its rights under this Agreement to any other person or entity without consent of the Assignor with the following exceptions. Any new party receiving the benefit of this Agreement, can not be an entity or person that stands either individually or in collusion with others who manufacture or distribute a competitive device not disclosed in this agreement or adverse to E-Mos, or its products the Pro-Electri and Vasofulse branded devices. Any such breach would be subject to paragraph 3.
10. **Schedules.** The Seller and Buyer further agree that Exhibit 1 is the only exhibit to this Agreement and accurately reflect the Final Judgment and the Writ of Execution against Axiom Worldwide, INC. and the subsequent ownership of the Axiom INC Materials by E-Mos.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

E-MOS / SELLER:  
email - hakomed@hakomed.de

Achim Hansjurgens  
(Signature) (Date)

Achim Hansjurgens (E-mos)  
(Printed Name) (Title)

1 April 2014  
(Date)

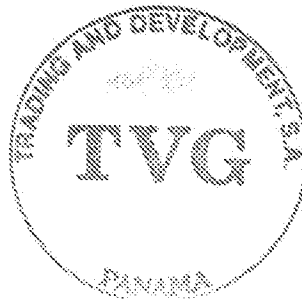
T.V.G / BUYER:  
email - TVGTrading@gmail.com

Tatiaka Golovina  
(Signature) (Date)

TATIKA GOLOVINA  
(Printed Name) (Title)

April 1, 2014  
(Date)

[No seal required]



TRADEMARK

REEL: 005646 FRAME: 0753

**EXHIBIT 1, SCHEDULE A**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**  
[for Creditor]

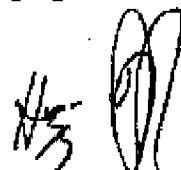
THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of 31 MARCH, 2014 (the "Effective Date"), is by and between Achim Hansjurgens, a citizen of Germany with a residence in Germany individually, and on behalf of E-Mos, a Civil Unlimited Corporation formed in accordance with the laws of Germany (collectively, the "Creditor" or "E-Mos") and Axiom Worldwide, Inc., a corporation formed in accordance with the laws of Florida ("Assignor"), and authorized by its President, James Gibson ("Gibson").

**Background**

E-Mos is the most senior judgment creditor of Axiom, in first position per the State of Florida Judgment Lien Index, and holder of a Final Judgment in the matter of Hako-Med USA, Inc., et al. v. Axiom Worldwide, Inc., et al. in the United States District Court for the Middle District of Florida, Case No. 8:06-cv-01790-JDW-EAJ that was initiated on September 28<sup>th</sup>, 2006. It is Assignor's intention to assign and transfer to the Creditor all of Assignor's right, title, and interest in and to any and all of the intellectual properties used and distributed as part of or in connection with the Axiom EPS branded devices, and any other intellectual property of the Assignor in exchange for the forbearance on full collection of the Judgment by the Creditor.

The Assignor is a Florida corporation that has been formed to foster the continued growth and evolution of non-surgical decompression devices and desires to satisfy the Final Judgment. Axiom is currently without the ready funds and means to have cash available to pay to Creditor in the full amount of the Final Judgment including but not limited to post judgment interest, attorney's fees and costs because of ongoing litigation matters. Axiom has been embroiled in litigation protecting the counterfeiting and illegal usage of its intellectual property and illegal distribution of its products in the matter of Axiom Worldwide, Inc. v. HTRD Group Hong Kong Limited, et al. in the United States District Court for the Middle District of Florida, Case No. CASE NO. 8:11-cv-1468-T-33-TBM. The case concluded with the entry of a Final Judgment and Permanent Injunction on August 1<sup>st</sup>, 2013, in favor of Axiom against the collective Defendants. The Defendants included Excite Medical Corp and Mr. Saleem Musalliam ("Defendants").

Creditor acknowledges that Axiom has been diligent in protecting its rights, the collection of the judgment and the enforcement of the permanent injunction to the benefit of Axiom, and by default E-Mos as a Creditor. However, with E-Mos's ongoing business operations spanning many countries, it remains concerned about future illegal activity by the Defendant's failure to abide by the Federal Court's Orders. E-Mos, has informed Axiom of its concern with counterfeit Axiom EPS devices entering the stream of commerce. To date, the Defendants appear to be violating the Permanent Injunction ordered by the Court and have made zero effort to repay any portion of the judgment monetary award or post any supersedeas bond.

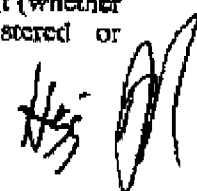


Additionally, the Defendants have strongly demonstrated a penchant to circumvent and willfully disobey the Federal Court's Orders by initiating new actions in State Courts. The Defendants, have been actively seeking the nominal (less than a penny on the dollar) purchase of inferior and subordinate debt of Axiom. Subsequent to purchase, the Defendants then begin aggressive and immediate foreclosure activities in the State Courts and fail to inform the State Court Judges of the Final Judgment and Permanent Injunction or the subordinate nature of the newly purchased debt. As noted in the testimony during Axiom's non-jury trial on July 13<sup>th</sup> and 14<sup>th</sup> of 2013, the only remaining asset of Axiom is its Intellectual Property, and subsequent to trial the Final Judgment against the Defendants. The Defendants continued propensity to violate court orders and disregard for various laws is problematic to E-Mos as stated herein.

Therefore, contemporaneous with the execution of this Agreement, the Creditor is aware that Assignor can not convey full satisfaction of monetary funds owed under the Final Judgment for reasons aforementioned. Furthermore, that Creditor does not manufacture or distribute non-surgical decompression devices similar to the DRX branded devices; however, Creditor does manufacture and distribute medical devices similar to the Axiom EPS and desires and intends to hold, preserve, and enforce all intellectual property rights in its Pro-Elect<sup>TM</sup> and VasoPulse<sup>TM</sup> branded devices and to ensure that the Axiom EPS branded device developed by the Assignor does not infringe any patents or trademarks owned or licensed by Creditor or that any counterfeit or illegal EPS devices enter the market place. It is mutually desirous of both parties, that E-Mos as Creditor and Axiom as Assignor, fasten a semblance of a cooperative structure to protect mutual interests, and those of the general public and unsuspecting consumers.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Copyrights.** Assignor hereby agrees to assign and transfer to the Creditor, and by execution of the copyright assignment attached hereto as Schedule A does transfer and assign, all right, title, and interest in and to its copyrights in the software, documentation, and other software and materials related thereto all as identified in Schedule A (collectively, the "Axiom Materials"), including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country.
2. **Intellectual Property Rights.** For any Intellectual Property Rights in the Axiom Materials that are not assigned to Assignor by Section 1, Assignor hereby assigns and transfers to the Creditor all right, title, and interest in and to its Intellectual Property Rights in the Axiom Materials. For purposes of this Agreement, "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or





unregistered), trade secret, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, database right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.

3. **Grant Back License.** The Creditor acknowledges that Axiom is desirous to resume full business operations and to re-enter the marketplace and is putting Gibson in a position of trust. Therefore, the Creditor hereby grants to Assignor a worldwide, royalty-free, sub licensable right and license to use, copy, modify, and distribute any of the Axiom Materials, except the EPS branded device, to the extent necessary for Assignor to fulfill its obligations under any license agreements of the Axiom Materials existing prior to the Effective Date and subject to other terms contained within this Agreement, specifically Paragraph 4.
4. **Duties upon Axiom and Gibson.** In Exchange for Axiom receiving the benefits of this Grant Back License, as stated in Paragraph 3 of this Agreement, Axiom is required to perform certain duties. The following is incumbent upon Axiom in order to maintain the rights and privileges of the Grant Back License:
  - a. Axiom and Gibson, by virtue of their unique and inherent position is specifically required to continue with the enforcement of the Permanent Injunction entered on August 1<sup>st</sup>, 2013, and to abide by and enforce any and all subsequent court orders in the matter of Axiom Worldwide, Inc. v. HTRD Group Hong Kong Limited, et. al. in the United States District Court for the Middle District of Florida, Case No. CASE NO. 8:11-cv-1468-T-33-TBM. The preservation and enforcement of the Permanent Injunction is mutually beneficial to both Axiom and E-Mos for reasons stated herein.
  - b. Axiom and Gibson by virtue of their unique and inherent position of having invented Axiom's products, is required to serve as an authority to combat counterfeit equipment from entering the global marketplace and to use all means necessary for protection and enforcement of Axiom Worldwide INC's formerly owned Intellectual Property in any country or territory. Axiom may seek the support and assistance from any company or individual in accomplishing the goals and duties of this Agreement provided such person or entity is not adverse to E-Mos or any subsequent entity E-Mos provides notice to Axiom as having an interest in this Agreement. The preservation and enforcement of the Permanent Injunction is mutually beneficial to both Axiom and E-Mos for reasons stated herein.
  - c. Axiom and Gibson, by virtue of their unique and inherent position of having invented Axiom's products, will be required to use its best efforts in obtaining any and all renewals and extensions, or the preservation of such rights that may be secured under the laws now or hereafter

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pertaining thereto in the United States or in any other country or territory, for any FDA or FDA equivalence or other regulatory agency requirement or Intellectual Property right registrations and any other protective measures available in any other country as it relates to the Axiom Materials. The preservation and enforcement of the Permanent Injunction is mutually beneficial to both Axiom and E-Mos for reasons stated herein.

- d. Axiom and Gibson, by virtue of their unique and inherent position of having invented Axiom's products, and subject to various laws and regulations, has the authority to use the Axiom Materials for any lawful reason whatsoever, to include providing any and all services associated in the production, after market support and service, clinical validation, new and used sales, refurbishing and manufacturing of the DRX9000 and DRX9000C product line of non-surgical spinal decompression equipment, and any derivative models and is required to assist and consult with E-Mos or any subsequent entity E-Mos provides notice to Axiom of as having an interest in this Agreement of such activities upon request by E-Mos. The preservation and enforcement of the Permanent Injunction is mutually beneficial to both Axiom and E-Mos for reasons stated herein.

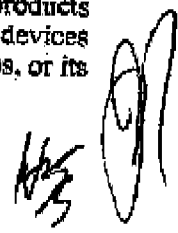
5. **Representations and Warranties.** Assignor represents and warrants that: (i) the Axiom Materials assigned hereunder are the Assignor's original work and Assignor has the power and authority to assign its Intellectual Property Rights to the Axiom Materials in accordance with this Agreement; (ii) Assignor has the right, authority and power to enter into this Agreement; (iii) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (iv) Assignor has no obligations to any joint venture partner (whether by law or by contract) that could in any way prohibit Assignor from assigning the Axiom Materials to the Creditor.
6. **Governing Laws.** To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, excluding its conflicts of laws principles. To the full extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation Assignor has received has been provided solely for Assignor's convenience. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court in Indian River County, Florida and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. However, should this Agreement be re-assigned, the provision of Paragraph 10 shall apply instead of the laws of Florida.
7. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the

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extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.


8. **Cooperation Following the Execution.** Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
9. **Entire Agreement:** This Agreement constitutes the entire Agreement between Assignor and the Foundation with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.
10. **Re-Assignment.** The Creditor may re-assign its rights under this Agreement to any other person or entity without consent of the Assignor. Further, the Creditor is reserved the Power of Appointment for issuance of an revocable Power of Attorney to its agent or representatives for the limited purpose to execute any documents required to effectuate the Partial Satisfaction of the Judgment and Assignment or Re-Assignment of its rights under this Agreement. To the full extent permitted by law, should this Agreement be re-assigned by the Creditor, this Agreement shall then be governed by and construed in accordance with the laws of the Federal Republic of Germany and/or the laws of the European Union and not be governed by and construed under the laws of the State of Florida or the United States of America. Venue shall exclusively lie in the applicable federated state within the Federal Republic of Germany where E-Mos is sited/resides should re-Assignment be made by the Creditor.
11. **Stated Damages.** In the event Axiom becomes under the control of an adverse party to E-Mos, or its assigns, E-Mos shall immediately be entitled to the following against Axiom:
  - a. The original judgment value entered in the Hako-Med USA, Inc., et. al. v. Axiom Worldwide, Inc., et. al. in the United States District Court for the Middle District of Florida, Case No.8:06-cv-01790-JDW-EAJ, shall immediately become due and collectable, together with prejudgment interest, court costs and attorneys' fees from the inception of the litigation, September 28<sup>th</sup>, 2006, and
  - b. One Million Dollars (\$1,000,000 US Dollars) for each of the products distributed by E-Mos, the Pro-Elect™ and VasoPulse™ branded devices for a total of Two Million Dollars (\$2,000,000 US Dollars). E-Mos, or its



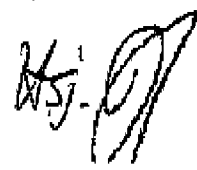
assigns shall remain a first priority creditor of Axiom and immediately be entitled to an amendment of the original judgment amount to reflect the additional Stated Damages of Two Million Dollars (\$2,000,000 US Dollars) which shall immediately become due and collectable, together with prejudgment interest, court costs and attorneys' fees from the inception of the litigation, September 28<sup>th</sup>, 2006.

12. **Termination.** It is clearly understood by the parties to this Agreement, that the Grant Back License, specifically Paragraph 3 of this Agreement, shall hereby be immediately revoked and terminated, with no further consideration to Axiom, in the event any party becomes somehow legally vested in the benefit of this Agreement, or through any legal or illegal means becomes in control of Axiom, or Gibson, who is in a position of trust of the Creditor, becomes removed as President of Axiom and becomes adverse to E-Mos or Axiom's interests, in any manner whatsoever. Paragraph 12 shall survive any assignment of E-Mos and its protection of the Pro-Elect™ and VasoPulse™ branded devices.
13. **Schedules.** The Creditor and Assignor further agree that Schedules A, B and C are the only Schedules attached to this Agreement and that Schedules B and C accurately reflect the Final Judgment and the Execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR  
  
(Signature) 31 MARCH 2014  
(Date) 2014  
JAMES GIBSON  
(Printed Name) PRESIDENT & CEO  
31 MARCH 2014  
(Date)

CREDITOR  
Dr. Achin Hansjurgans  
(Signature) 31 MARCH 2014  
(Date)  
Achin Hansjurgans (E-mos)  
(Printed Name) (Title)  
31 March 2014  
(Date)



Schedule A

Irrevocably and permanently transfer ANY and ALL Rights, Titles and Sole and Exclusive Usages for ANY and ALL of the Intellectual Property Associated, Marketed, Manufactured, Designed or Sold through Axiom Worldwide, INC, at any time, to the extent they even exist, to include but not limited to: USA Patent and Trademark Office applications and files, Trademarks, Copyrights, USA FDA 510(k) clearances, applications and communications, ISO and CE documentation for all products, Any and ALL foreign clearances with Ministry of Health or US FDA equivalent, test reports, data, research, development, design concepts, vendor files, blueprints, drawings, CAD files, software, logic and code for any product, clinical data, prototype data, customer lists and web files\*\*\* and databases of any kind, marketing collateral to include print, photos and videos in all formats,

The above transfer shall apply to the following:

1. The DRX 9000 True Non-Surgical Spinal Decompression Systems and all of it predicate and derivative devices to include:

DRX2000  
DRX3000  
DRX5000  
DRX9000

K010292  
K022602  
K023160  
K060735

2. The Axiom BioLaser Series and all of it predicate and derivative devices to include:

Axiom BioLaser LLLT Series-1 K030622  
Axiom BioLaser LLLT Series 3 K033013

3. The Axiom EPS/NVP Units and all of it predicate and derivative devices to include:

Axiom  
Axiom

NVP8500  
EPS8000

K051135  
K050687

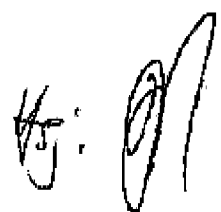
4. DexaScan Marketing and R & D

5. Any and All R&D associated with the Adam Advanced Decompression Technology

6. Any and All R&D associated with the Carpal Tunnel Treatment System

7. Any and All R&D associated with the Georgetown University Heart Valve project.
8. Any and All R&D associated with the Switzerland Head Down Tilt project
9. Non-Compete and Confidentiality Agreements with any vendor or employee
10. USPTO Live Trademark Serial No. 78633361, Word Mark "True Spinal Decompression"
11. USPTO Live Trademark Serial No. 2850635, Word Mark "DRX 9000"
12. USPTO Live Trademark Serial No. 76536333, Word Mark "Better Technology Better Health"
13. USPTO Live Trademark Serial No. 76533071, Word Mark and Logo Design "Axiom Worldwide"
14. USPTO Live Trademark Serial No. 78583889, Word Mark "DRX"
15. And other USPTO Trademarks to include Serial No.'s 78584779, 78584582, 78816945, 78560972, 78560940, 76595705, 76549013, 76549012, 76533113 that are either Dead, unknown Use or Value, or Contested.
16. Any and ALL Patent Applications, Provisional, Utility or contemplated works and knowledge to the extent any even exist or may be resurrected an enforcement rights preserved within the USPTO

\*\*\*Does NOT include the www.AxiomWorldwide.com website domain name as that was never owned by any Axiom entity



**Schedule B**

Handwritten signature or initials in black ink, consisting of a stylized 'H' followed by a vertical line and a large, sweeping flourish.

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

HAKO-MED USA, INC.; HAKO-MED GMBH,

Plaintiffs,

-vs-

Case No. 8:06-cv-1790-T-27EAJ

AXIOM WORLDWIDE, INC.; JAMES  
GIBSON, JR.; NICHOLAS EXARROS,

Defendants.

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JUDGMENT IN A CIVIL CASE

**Decision by Court.** This action came before the Court. The issues have been heard and a decision has been rendered.

**IT IS ORDERED AND ADJUDGED**

Final Judgment is entered in favor of the Plaintiffs, Hako-Med USA, Inc.; Hako-Med GMBH; Achim Hansjurgens; E-MOS Civil Unlimited Corporation Fed Rep Germany in the amount of \$42,619.50, plus prejudgment interest at a rate of 5.5% compounded annually from September 25, 2005.

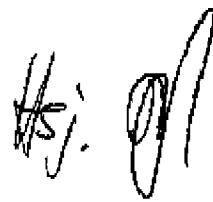
Date: November 23, 2010

SHERYL L. LOESCH, CLERK

By: s/C. Davis, Deputy Clerk

Copies furnished to:

Counsel of Record  
Unrepresented Parties





**CIVIL APPEALS JURISDICTION CHECKLIST**

1. **Appealable Orders:** Courts of Appeals have jurisdiction conferred and strictly limited by statute:

- (a) Appeals from final orders pursuant to 28 U.S.C. Section 1291: Only final orders and judgments of district courts, or final orders of bankruptcy courts which have been appealed to and fully resolved by a district court under 28 U.S.C. Section 158, generally are appealable. A final decision is one that "ends the litigation on the merits and leaves nothing for the court to do but execute the judgment." Finley v. Brown, Inc. v. Minter, 701 F.2d 1363, 1368 (11th Cir. 1983). A magistrate judge's report and recommendation is not final and appealable until judgment thereon is entered by a district court judge. 28 U.S.C. Section 636(c).
- (b) In cases involving multiple parties or multiple claims, a judgment as to fewer than all parties or all claims is not a final, appealable decision unless the district court has certified the judgment for immediate review under Fed.R.Civ.P. 54(b). Williams v. Bishop, 722 F.2d 885, 885-86 (11th Cir. 1984). A judgment which resolves all issues except matters, such as attorneys' fees and costs, that are collateral to the merits, is immediately appealable. Bradley v. Beeson Dickinson & Co., 456 U.S. 196, 201, 108 S. Ct. 1717, 1721-22, 100 L. Ed.2d 178 (1988); LaGrasse v. DuPont's Draft House, Inc., 146 F.3d 832, 837 (11th Cir. 1998).
- (c) Appeals pursuant to 28 U.S.C. Section 1292(a): Appeals are permitted from orders "granting, continuing, modifying, refusing or dissolving injunctions or refusing to dissolve or modify injunctions..." and from "[i]nterlocutory decrees... determining the rights and liabilities of parties to admiralty cases in which appeals from final decrees are allowed." Interlocutory appeals from orders denying temporary restraining orders are not permitted.
- (d) Appeals pursuant to 28 U.S.C. Section 1292(b) and Fed.R.App.P. 4: The certification specified in 28 U.S.C. Section 1292(b) must be obtained before a petition for permission to appeal is filed in the Court of Appeals. The district court's denial of a motion for certification is not itself appealable.
- (e) Appeals pursuant to judicially created exceptions to the finality rule: Limited exceptions are discussed in cases including, but not limited to: Cohen v. Beneficial Industrial Loan Corp., 337 U.S. 541, 546, 69 S.Ct. 1231, 1225-26, 93 L.Ed. 1928 (1949); Atlantic Fed. Sav. & Loan Ass'n v. State Barman Faine Webster, Inc., 390 F. 2d 371, 376 (11th Cir. 1969); Gillespie v. United States Steel Corp., 379 U.S. 148, 157, 85 S. Ct. 308, 312, 13 L. Ed.2d 199 (1964).

2. **Time for Filing:** The timely filing of a notice of appeal is mandatory and jurisdictional. Rinaldi v. Corbett, 256 F.3d 1276, 1278 (11th Cir. 2001). In civil cases, Fed.R.App.P. 4(a) and (b) set the following time limits:

- (a) Fed.R.App.P. 4(a)(1): A notice of appeal in compliance with the requirements set forth in Fed.R.App.P. 3 must be filed in the district court within 30 days after the entry of the order or judgment appealed from. However, if the United States or an officer or agency thereof is a party, the notice of appeal must be filed in the district court within 60 days after such entry. **THE NOTICE MUST BE RECEIVED AND FILED IN THE DISTRICT COURT NO LATER THAN THE LAST DAY OF THE APPEAL PERIOD - no additional days are provided for mailing.** Special filing provisions for inmates are discussed below.
- (b) Fed.R.App.P. 4(a)(3): "If one party timely files a notice of appeal, any other party may file a notice of appeal within 14 days after the date when the first notice was filed, or within the time otherwise prescribed by this Rule 4(a), whichever period ends later."
- (c) Fed.R.App.P. 4(a)(4): If any party makes a timely motion in the district court under the Federal Rules of Civil Procedure of a type specified in this rule, the time for appeal for all parties runs from the date of entry of the order disposing of the last such timely filed motion.
- (d) Fed.R.App.P. 4(a)(5) and 4(a)(6): Under certain limited circumstances, the district court may extend the time to file a notice of appeal. Under Rule 4(a)(5), the time may be extended if a motion for an extension is filed within 30 days after expiration of the time otherwise provided to file a notice of appeal, upon a showing of excusable neglect or good cause. Under Rule 4(a)(6), the time may be extended if the district court finds upon motion that a party did not timely receive notice of the entry of the judgment or order, and that no party would be prejudiced by an extension.
- (e) Fed.R.App.P. 4(e): If an inmate confined to an institution files a notice of appeal in either a civil case or a criminal case, the notice of appeal is timely if it is deposited in the institution's internal mail system on or before the last day for filing. Timely filing may be shown by a declaration in compliance with 28 U.S.C. Section 1786 or a notarized statement, either of which must set forth the date of deposit and state that first-class postage has been prepaid.

3. **Form of the notice of appeal:** Form 1, Appendix of Forms to the Federal Rules of Appellate Procedure, is a suitable format. See also Fed.R.App.P. 3(c). A 200 notice of appeal must be signed by the appellant.

4. **Effect of a notice of appeal:** A district court loses jurisdiction (authority) to act after the filing of a timely notice of appeal, except for actions in aid of appellate jurisdiction or to rule on a timely motion of the type specified in Fed.R.App.P. 4(a)(4).

Rev.: 4/04

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

HAKO-MED USA, INC., et al.,

Plaintiffs,

vs.

Case No.: 8:06-cv-1790-T33-EAJ

AXIOM WORLDWIDE, INC., et al.,

Defendants.

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**ORDER**

Before the Court is Plaintiffs' Revised Memorandum for Award of Attorney's Fees (the "Renewed Fee Motion" Doc. # 202), which was filed on May 3, 2010. Defendants failed to file a response in opposition to the Renewed Fee Motion, and the time for Defendants to do so has expired. After due consideration, the Court will grant the Renewed Fee Motion.

Analysis

Plaintiffs prevailed against Defendants on trademark infringement claims, and on October 6, 2009, Plaintiffs filed their Motion for Attorney's Fees (the "Initial Fee Motion" Doc. # 192). In the Initial Fee Motion, Plaintiffs requested \$148,611.63 in attorney's fees plus prejudgment interest at a minimum of 5.5% compounded annually from September 25, 2005. Defendants filed a Response in Opposition to the Initial Fee Motion on October 26, 2009, arguing that Plaintiffs are entitled to an attorney's fees award of no more than \$50,000. (Doc. # 94). On April 28, 2010, the Court entered an Order finding that Plaintiffs are entitled to an award of attorney's fees on the trademark infringement issue, directing Plaintiffs to file a renewed memorandum in support of the attorney's fees sought, and limiting such attorney's fees to \$50,000. (Doc. # 200).

In the Motion, Plaintiffs addressed the Court's concerns raised in the April 28, 2010. Order

Hsj: 

(Doc. # 200), and Plaintiffs request \$42,619.50 plus prejudgment interest at a minimum of 5.5% compounded annually from September 25, 2005. Defendants did not file a response in opposition to the Renewed Fee Motion, and, therefore, the Court presumes that Defendants consent to the attorney's fees requested therein. This assumption is bolstered by the fact that the attorney's fees requested are less than the \$50,000 figure that Defendants suggested in their response to the Initial Fee Motion. The Court has conducted an independent analysis of the fees requested in the Renewed Fee Motion, and determines that the requested fees are reasonable under Norman v. Housing Authority of Montgomery, 836 F.2d 1292, 1302 (11th Cir. 1988).

Accordingly, it is

**ORDERED, ADJUDGED and DECREED** that:

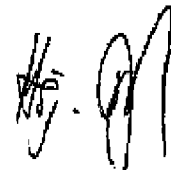
Plaintiffs' Revised Memorandum for Award of Attorney's Fees (Doc. # 202) is **GRANTED**. Plaintiffs are entitled to an award of fees in the amount of \$42,619.50 plus prejudgment interest at a rate of 5.5% compounded annually from September 25, 2005.

**DONE and ORDERED** in Chambers in Tampa, Florida, on this the 3rd day of June 2010.

  
VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

Copies to:

All Counsel of Record



Schedule C

HSJ, 

WRIT OF EXECUTION

<b>United States District Court</b>		Middle District of Florida	
TO THE MARSHAL OF: Middle District of Florida			
YOU ARE HEREBY COMMANDED, that of the goods and chattels, lands and tenements in your district belonging to:			
NAME AXIOM WORLDWIDE, INC.			
you cause to be made and levied as well a certain debt of:			
DOLLAR AMOUNT \$42,619.50			
Forty-Two Thousand Six Hundred Nineteen Dollars and 50/100			
in the United States District Court for the <u>Middle</u> District of <u>Florida</u> before the Judge of the said Court by the consideration of the same Judge lately recovered against the said, Axion Worldwide, Inc. c/o Nicholas Exharos, 902 Guisando del Avila, Tampa, FL 33613.			
and also the costs that may accrue under this writ. And that you have above listed moneys at the place and date listed below; and that you bring this writ with you.			
PLACE		DISTRICT	
CITY		DATE	
Witness the Honorable <u>Virginia M. Hernandez Covington</u> (United States Judge)			
DATE		CLERK OF COURT	
DEC 7 2010		SHERYL L. LOESCH	
		(BY) DEPUTY CLERK <i>[Signature]</i>	
RETURN			
DATE RECEIVED		DATE OF EXECUTION OF WRIT	
This writ was received and executed.			
U.S. MARSHAL		(BY) DEPT MARSHAL	

*[Handwritten signature]*

15 October 2015

**Via E-mail: [ellislaw@alum.mit.edu](mailto:ellislaw@alum.mit.edu)**

David R. Ellis, Attorney at Law  
3233 East Bay Drive, Suite 101  
Largo, Florida 33771

**RE: E-mos, etc. Assignment to T.V.G. Trading, etc.**  
**All prior Axiom Worldwide, Inc. Trademarks**

Dear Mr. Ellis:

As North American legal counsel for E-mos, a civil unlimited company, Germany, please allow this letter to confirm that E-mos obtained all intellectual property of Axiom Worldwide, Inc. inclusive of its trademarks, except its website, as a judgment creditor in the United States District Court, Middle District of Florida. As of March 31, 2014, until disposition to T.V.G. Trading, E-mos would, by virtue of that certain written agreement between Axiom and E-mos, had been the owner of the "We Sell Science" trademark.

I direct your attention to the following "catch-all" provision at Section 2 of the 31 March 2014 agreement:

Intellectual Property Rights. For any Intellectual Property Rights in the Axiom Materials that are not assigned to Assignor by Section 7, Assignor hereby assigns and transfers to the Creditor all right, title and interest in and to its Intellectual Property Rights in the Axiom Materials. For purposes of this Agreement "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or unregistered), trade secret, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, confidential information, know-how, process technology, development tool, ideas, concepts, design right, database right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.

It was apparently not listed on page 2 of Schedule A of the E-mos assignment to TVG Trading in the closing of 1 April 2014 via inadvertence and E-mos does consider TVG Trading to be the current owner of this trademark as well of the other trademarks that do appear on this schedule.

I therefore can confirm that it was the intention of E-mos to transfer everything and anything usly owned by Axiom to T.V.G. with the exception of the electrostimulation units.

ROBERT RAPPEL, D.O., J.D. \*† | CRAIG M. RAPPEL, ESQ. \*§

\* MEMBER FLORIDA AND DC BAR | † NOT PRACTISING IN UK | § SOLICITOR, SRA NO. 492691  
COMPANIES HOUSE NO. FCB1121/ BR016186

AN OVERSEAS PRACTICE REGULATED BY THE SOLICITORS REGULATION AUTHORITY  
HEADQUARTERED IN THE UNITED STATES OF AMERICA AS RAPPEL HEALTH LAW GROUP, P.L.L.C.,  
VERO BEACH, FLORIDA  
[www.rappelhealthlaw.com](http://www.rappelhealthlaw.com)

**TRADEMARK**  
**REEL: 005646 FRAME: 0770**

**Via E-mail: ellislaw@alum.mit.edu**

David R. Ellis, Attorney at Law

15 October 2014

Page 2

In closing, should you require any additional information, please do contact me.

Sincerely yours,

**RAPPEL HEALTH LAW, LTD**

A handwritten signature in black ink, appearing to read 'C. Rappel', with a long horizontal stroke extending to the right.

CRAIG M. RAPPEL, ESQ.

For the Firm

CMR/

Enclosures: none

cc: Rechtsanwalt for Dr. Achim Hansjurgens

**RHG** RAPPEL  
HEALTH LAW

33 HAZELWOOD --- UPPER PARK --- LOUGHTON, UNITED KINGDOM --- IG10 4ET

RECORDED: 10/16/2015

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