

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUDSON BAY MASTER FUND LTD.		10/31/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	MAGNA EQUITIES I, LLC		
Street Address:	5 HANOVER SQUARE		
Internal Address:	SUITE 1604		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3589388	HEALTH LINK	
Serial Number:	85178099	WIRELESS BODY	
Registration Number:	3472197	VERICHIP	
Registration Number:	3472300	VERITRACE	
CORRESPONDENCE DATA			
Fax Number:	2023428451		
<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:	202-342-8400		
Email:	DCPatentDocket@KelleyDrye.com		
Correspondent Name:	KELLEY DRYE & WARREN LLP		
Address Line 1:	3050 K STREET, NW		
Address Line 2:	SUITE 400		
Address Line 4:	WASHINGTON, D.C. 20007		
ATTORNEY DOCKET NUMBER:	024049-0004		
NAME OF SUBMITTER:	David R. Yohannan		
SIGNATURE:	/s/ David R. Yohannan		
DATE SIGNED:	01/28/2016		

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Total Attachments: 9

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "**Agreement**") is made on October 31, 2014, by and between Hudson Bay Master Fund Ltd. ("**Seller**") and Magna Equities I, LLC ("**Buyer**").

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of November 13, 2013, by and among VeriTeQ Corporation (f/k/a Digital Angel Corporation), a Delaware corporation (the "**Company**"), and the investors listed on the Schedule of Buyers attached thereto (individually, a "**First Purchaser**" and collectively, the "**First Purchasers**"), as amended by the First Amendment Agreement, dated as of May 30, 2014 and otherwise as in effect on the date of this Agreement (the "**First Securities Purchase Agreement**"), whereby Hudson Bay Master Fund Ltd. (as a First Purchaser) has purchased at a Closing (as defined in the First Securities Purchase Agreement) for a purchase price of \$750,000.00, a \$833,333.50 senior secured convertible note, in the form of Exhibit A to the First Securities Purchase Agreement (the "**Original Senior Secured Note**");

WHEREAS, the Original Senior Secured Note is secured by certain assets of the Company and certain of its subsidiaries in accordance with the Security Documents (as defined in the First Securities Purchase Agreement);

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of May 30, 2014, by and among the Company and the investors listed on the Schedule of Buyers attached thereto (individually, a "**Second Purchaser**" and collectively, the "**Second Purchasers**"), as in effect on the date of this Agreement (the "**Second Securities Purchase Agreement**" and collectively with the First Securities Purchase Agreement, the "**Securities Purchase Agreements**"), whereby Hudson Bay Master Fund Ltd. (as a Second Purchaser) has purchased at a Closing (as defined in the Second Securities Purchase Agreement) for a purchase price of \$200,000.00, a \$222,222.30 senior convertible note, in the form of Exhibit A to the Second Securities Purchase Agreement (the "**Original Senior Note**");

WHEREAS, Seller desires to sell Buyer and Buyer desires to purchase from Seller (i) its remaining \$129,666.75 in aggregate principal amount of the Original Senior Secured Note and (ii) the entire \$222,222.30 in aggregate principal amount of the Original Senior Note (collectively, the "**Purchased Notes**") on the basis of the representations, warranties and agreements contained in this Agreement, and upon the terms but subject to the conditions set forth herein; and

WHEREAS, Seller desires to assign to Buyer and Buyer desires to assume from Seller, its rights as a holder of the Purchased Notes under (a) the Securities Purchase Agreements and (b) the Security Documents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase of Purchased Notes

(a) *Purchase and Sale.* Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Purchased Notes and all of Seller's rights as a holder of the Purchased Notes under (a) the Securities Purchase Agreements and (b) the Security Documents. The aggregate purchase price for the Purchased Notes shall be \$287,500 (the "Purchase Price").

(b) *Closing.* The date and time of the Closing (the "Closing Date") shall be 10:00 a.m., New York City time, on November 3, 2014, (or such other time as the parties may agree) after notification of satisfaction or waiver of the conditions to the closing set forth in Section 2 below at the office of Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, or another time and location agreed to by the parties. All actions taken at the Closing shall be deemed to have occurred simultaneously.

(c) *Form of Payment.* On the Closing Date, Buyer shall pay the Purchase Price to Seller for the Purchased Notes by wire transfer of U.S. dollars and immediately available funds in accordance with Seller's written wire instructions.

Section 2. Closing Conditions.

(a) The obligation of Seller to sell the Purchased Notes as provided herein on the Closing Date is subject to the following conditions, *provided* that these conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion by providing Buyer with prior written consent thereof:

(i) The representations and warranties of the Buyer shall be true and correct in all respects as of the date when made and as of the applicable Closing Date as though made at that time, and the Buyer shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Buyer at or prior to the Closing Date; and

(ii) Buyer shall have paid the Purchase Price to Seller for the Purchased Notes by wire transfer of U.S. dollars and immediately available funds in accordance with Seller's written wire instructions.

(b) The obligation of Buyer to purchase the Purchased Notes as provided herein on the Closing Date is subject to the following conditions, *provided* that these conditions are for Buyer's sole benefit and may be waived by Buyer at any time in its sole discretion by providing Seller with prior written consent thereof:

(i) The representations and warranties of the Seller shall be true and correct in all respects as of the date when made and as of the applicable Closing Date as though made at that time, and the Seller shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Seller at or prior to the Closing Date; and

(ii) Seller shall have delivered to Company (with a copy to Buyer) the Original Senior Secured Note and the Original Senior Note along with irrevocable instructions to transfer the Original Senior Secured Note and the Original Senior Note to the Buyer (in such denominations and registered in such names as Buyer shall request) and to deliver such certificates representing the Purchased Notes to Buyer at the following address:

Magna Equities I, LLC
C/O Magna
5 Hanover Square
Suite #1604
New York, NY 10004

Section 3. Seller Representations and Warranties. Seller hereby represents, warrants and covenants to Buyer as follows as of the date hereof:

(a) This Agreement has been duly authorized, executed and delivered by Seller and constitutes a valid and legally binding agreement of Seller enforceable against Seller in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

(b) All government and other consents that are required to have been obtained by Seller with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with. Seller has complied and will comply with all applicable disclosure or reporting requirements in respect of the transaction contemplated hereby.

(c) Seller has good and valid title to the Purchased Notes free and clear of lien, mortgage, security interest, pledge, charge or encumbrance of any kind ("Liens"). Delivery of the Purchased Notes to Buyer will pass to Buyer good and valid title to the Purchased Notes, free and clear of Liens other than those of Buyer or under securities laws.

(d) The execution and delivery by Seller of this Agreement, the sale by Seller of the Purchased Notes and the performance by Seller of its obligations under this Agreement do not and will not violate or conflict with any law applicable to Seller, any order or judgment of any court or other agency of government applicable to Seller or any of Seller's assets or any contractual restriction binding on or affecting Seller or any of Seller's assets.

(e) Seller is acting solely for Seller's own account, and has made Seller's own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for Seller based upon Seller's own judgment and upon advice of such advisors as Seller deems necessary. Seller acknowledges and agrees that Seller is not relying,

and has not relied, upon any communication (written or oral) of Buyer or any affiliate, employee or agent of Buyer with respect to the legal, accounting, tax or other implications of this Agreement and that Seller has conducted Seller's own analyses of the legal, accounting, tax and other implications hereof and thereof; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. Seller acknowledges that neither Buyer nor any affiliate, employee or agent of Buyer is acting as a fiduciary for or an advisor to Seller in respect of this Agreement.

(f) Seller is not selling the Purchased Notes "on the basis of" (as defined in Rule 10b5-1 of the Exchange Act) any material, non-public information about the Securities or the Company.

(g) Seller is not, and for a period of at least ninety (90) days prior to the date hereof has not been, an "Affiliate" of the Company, as that term is defined pursuant to Rule 144 promulgated under the Securities Act of 1933.

(h) Besides the Original Senior Secured Note and the Original Senior Note, Seller does not currently hold any securities of the Company that it purchased pursuant to the Securities Purchase Agreements.

Section 4. Buyer Representations and Purchased Warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer understands that the Purchased Notes and any underlying Conversion Shares (as defined in the respective Purchased Notes) have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless subsequently registered thereunder or an exemption from such registration is available.

(b) Buyer has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered on behalf of Buyer and shall constitute the legal, valid and binding obligation of Buyer enforceable against it in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

(c) Buyer (a) is a sophisticated person with respect to the sale of the Purchased Notes; (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased Notes; and (c) has independently and without reliance upon Seller, and based on such information as Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Buyer has relied upon Seller's express representations, warranties and covenants in this

Agreement. Buyer acknowledges that Seller has not given Buyer any investment advice, credit information or opinion on whether the purchase of the Purchased Notes is prudent.

(d) Buyer is (i) acquiring the Purchased Notes and (ii) upon conversion of the Purchased Notes will acquire the Conversion Shares (as defined in the Purchased Notes), in each case, for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act; provided, however, that by making the representations herein, the Buyer does not agree to hold any of such securities for any minimum or other specific term and reserves the right to dispose of such securities at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(e) Buyer is an "accredited investor" (as defined in Regulation D under the Securities Act) and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transaction contemplated herein, and it is able to bear the economic risk of such purchase.

(f) Buyer understands that the Purchased Notes are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws.

(g) Buyer understands that the Purchased Notes shall bear the legends set forth in Section 5 of the applicable First or Second Securities Purchase Agreement and such legends shall not be removed except in accordance with Section 5 of the applicable First or Second Securities Purchase Agreement.

(h) Buyer is not purchasing the Purchased Notes "on the basis of" (as defined in Rule 10b5-1 of the Exchange Act) any material, non-public information about the Securities or the Company.

Section 5. *Payment of Expenses.* Each party hereto shall be liable for its own costs and expenses in connection with the transactions contemplated hereby.

Section 6. *Covenants.*

(a) Seller, for good and valuable consideration, effective as of the Closing Date, hereby assigns, transfers, conveys and delivers to the Buyer all of its right, title and interest in and to the Purchased Notes, and with respect to such Purchased Notes, to the Securities Purchase Agreements and the Security Documents. In addition, as of the Closing Date, Seller covenants to provide notice to the Company and each holder of senior secured convertible notes purchased pursuant to the First Securities Purchase Agreement of its unconditional resignation as Collateral Agent as of the earlier of (A) appointment of a successor collateral agent pursuant to the terms of the First Securities Purchase Agreement and the Security Documents or (B) ten (10) business days after such notice.

(b) Buyer, for good and valuable consideration, effective as of the Closing Date, hereby agrees to be bound by the terms of the Securities Purchase Agreements and the Security Documents with respect to the Purchased Notes. In addition, Buyer shall execute and deliver to the Seller and the Company the Notice and Acknowledgment of Transfer attached hereto as Exhibit A agreeing to be bound by all of the provisions contained therein.

Section 7. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to Buyer:

C/O Magna
5 Hanover Square
Suite #1604
New York, NY 10004
Facsimile: 646-737-9948
Telephone: 347-491-4240
E-mail: Marc.Manuel@Mag.na
Attention: Marc Manuel, Managing Director

If to Seller:

c/o Hudson Bay Capital Management LP
777 Third Avenue, 30th Floor
New York, NY 10017
Facsimile: 646-214-7946
Telephone: 212-571-1244
E-mail: investments@hudsonbaycapital.com
operations@hudsonbaycapital.com
Attention: Yoav Roth

with a copy (for information purposes only) to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Eleazer Klein, Esq.
Telephone: (212) 756-2000
Facsimile: (212) 593-5955

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 8. Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY, CITY, AND STATE OF NEW YORK. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM OR A LACK OF PERSONAL JURISDICTION TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION OR VENUE ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY HERETO. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

Section 9. *Entire Agreement; Amendments.* This Agreement supersedes all other prior oral or written agreements among Buyer, Seller, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Seller nor Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

Section 10. *Severability.* If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

Section 11. *No Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Section 12 *Further Assurances.* Each party shall use its commercially reasonable efforts to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 13 *Confidentiality.* The Buyer and the Seller each hereby agrees, without the prior written consent of the other, to not disclose, and to otherwise keep confidential, this Agreement and the sale of the Purchased Notes contemplated hereby, except to the extent that disclosure thereof is required by law, rule or regulation or as required or requested by any competent governmental, regulatory or supervisory authority or has become publicly known through no fault of such party; provided, however, that the Buyer and the Seller may disclose

information regarding such sale to their respective accountants, attorneys, limited partners, shareholders and other interest holders.

Section 14 *Successors.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Purchased Notes.

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IN WITNESS WHEREOF, Buyer and Seller have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

HUDSON BAY MASTER FUND LTD.

By: _____

Name: *DAVID ROTH*

Title: Authorized Signatory

Wire Instructions:

Beneficiary Bank: UBS AG, Stamford
SWIFT Address: UBSWUS33
ABA Number: 026 007 993
Beneficiary Name: UBS Securities LLC
Beneficiary Account: 101-WA-797-414-000
For Further Credit: Hudson Bay
Master Fund Ltd.
Client Account #: 75203859

MAGNA EQUITIES I, LLC

By: _____

Name:

Title: