# CH \$115.00 3589

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM372899

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MAGNA EQUITIES I, LLC		02/09/2016	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	VERITEQ ACQUISITION CORPORATION
Street Address:	1690 SOUTH CONGRESS AVE
Internal Address:	SUITE 200
City:	DELRAY BEACH
State/Country:	FLORIDA
Postal Code:	33445
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA
Name:	POSITIVEID ANIMAL HEALTH CORPORATION
Street Address:	1690 SOUTH CONGRESS AVE
Internal Address:	SUITE 200
City:	DELRAY BEACH
State/Country:	FLORIDA
Postal Code:	33445
Entity Type:	CORPORATION: FLORIDA

### **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

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:** 202-342-8400

Email: DCPatentDocket@KelleyDrye.com

Correspondent Name: KELLEY DRYE & WARREN LLP

TRADEMARK

900353908 REEL: 005729 FRAME: 0391

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:	02/11/2016

### **Total Attachments: 7**

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### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of February 9, 2016 and granted by Magna Equities I, LLC (the "Collateral Agent"), a Delaware limited liability company, as collateral agent for certain secured parties, in favor of VeriTeQ Acquisition Corporation, a Florida corporation ("VeriTeQ") and PositiveID Animal Health Corporation, a Florida corporation ("PositiveID" and together with VeriTeQ the "Grantors") and their successors, assigns and legal representatives.

WHEREAS, the Grantors entered into a Security and Pledge Agreement, dated as of November 13, 2013 (as amended, restated or otherwise modified form time to time, the "Security Agreement") in favor of Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors executed that certain Assignment for Security Trademarks dated November 19, 2014 (the "**Trademark Assignment**"), pursuant to which the Grantors assigned and granted to Collateral Agent a continuing security interest in, among other things, all right, title and interest of the Grantors in, to and under the Trademarks (as defined in the Trademark Assignment)); and

WHEREAS, the Trademark Assignment was recorded with the United States Patent and Trademark Office at 5407, Frame 0824 on November 25, 2014;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

- 1. Release of Security Interest. Collateral Agent hereby releases and terminates its security interest in the Trademarks, including the trademark and service mark registrations and applications set forth herein on Schedule I. Any and all right, title, or interest of Collateral Agent in the Trademarks and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void.
- 2. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Magna Equities I, LLC, as Collateral Agent

Name:Joshua Sason Title: Managing Member

Address for Notices: Magna Equities I, LLC c/o Magna 40 Wall Street New York, New York 10005 Attn: Mark Manuel

**SCHEDULE 1** 

# TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No.	Reg. No.	Mark	Owner of Record
77480290	3589388	Health Link	PositiveID Animal Health
			Corporation
85178099		Wireless Body	VeriTeQ Acquisition Corporation
78099039	3472197	VeriChip	PositiveID Animal Health
			Corporation*
78882482	3472300	VeriTrace	PositiveID Animal Health
			Corporation*

<sup>\*</sup>Assignor plans to file a name change with the PTO from VeriChip Corporation to PositiveID Corporation.

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WHEREAS, the Grantors entered into a Security and Pledge Agreement, dated as of November 13, 2013 (as amended, restated or otherwise modified form time to time, the "Security Agreement") in favor of Hudson Bay Master Fund Ltd., as collateral agent ("Hudson Bay");

WHEREAS, pursuant to the Security Agreement, the Grantors executed that certain Assignment for Security Trademarks, pursuant to which the Grantors assigned and granted to Hudson Bay a continuing security interest in, among other things, all right, title and interest of the Grantors in, to and under the trademarks listed in <a href="Schedule 1">Schedule 1</a> hereto (the "Trademarks");

WHEREAS, Hudson Bay was replaced as collateral agent under the Security Agreement by Collateral Agent, and pursuant to the Securities Purchase Agreement (the "**Agreement**"), dated as of October 31, 2014, Hudson Bay assigned and granted to Collateral Agent a continuing security interest in, among other things, all right, title and interest of the Grantors in, to and under the Trademarks;

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office at Reel 5718, Frame 0712 on January 28, 2016;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

- 1. Release of Security Interest. Collateral Agent hereby releases and terminates its security interest in the Trademarks, including the trademark and service mark registrations and applications set forth herein on Schedule I. Any and all right, title, or interest of Collateral Agent in the Trademarks and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void.
- 2. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Magna Equities I, LLC, as Collateral Agent

Name: Joshua Sason

Title: Managing Member

Address for Notices: Magna Equities I, LLC

c/o Magna 40 Wall Street

New York, New York 10005

Attn: Mark Manuel

**SCHEDULE 1** 

# TRADEMARKS AND TRADEMARK APPLICATIONS

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<sup>\*</sup>Assignor plans to file a name change with the PTO from VeriChip Corporation to PositiveID Corporation.

TRADEMARK REEL: 005729 FRAME: 0399

**RECORDED: 02/11/2016**