

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382427

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Medconx, Inc.   |  | 06/22/2015            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Medconx US Acq-Sub, LLC                            |                       |                         |
| <b>Street Address:</b>  | 1335 W. 1650 N.                                    |                       |                         |
| <b>City:</b>  | Springville  |                       |                         |
| <b>State/Country:</b>   | UTAH   |                       |                         |
| <b>Postal Code:</b>   | 84663  |                       |                         |
| <b>Entity Type:</b>   | Limited Liability Company: UTAH                    |                       |                         |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3089629  | SMART PLUGS           |                         |
| <b>Registration Number:</b>   | 3097496  | SMART CLIPS           |                         |
| <b>Registration Number:</b>   | 3100178  | MEDCONX               |                         |
| <b>Registration Number:</b>   | 3103199  | SMART CABLES          |                         |
| <b>Registration Number:</b>   | 3212240  | SMART LIMITER         |                         |
| <b>Registration Number:</b>   | 3238034  | MICRO SOLDER POT      |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 8013214893   |                       |                         |
| <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>   | 801-323-5991                                       |                       |                         |
| <b>Email:</b>   | mellsworth@kmclaw.com                              |                       |                         |
| <b>Correspondent Name:</b>  | Bryant J. Keller                                   |                       |                         |
| <b>Address Line 1:</b>  | 60 East South Temple                               |                       |                         |
| <b>Address Line 2:</b>  | Suite 1800   |                       |                         |
| <b>Address Line 4:</b>  | Salt Lake City, UTAH 84111                         |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 15316.17-.22                                       |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Bryant J. Keller                                   |                       |                         |
| <b>SIGNATURE:</b>   | /Bryant J. Keller/                                 |                       |                         |
| <b>DATE SIGNED:</b>   | 04/29/2016   |                       |                         |

OP \$165.00 3089629

**Total Attachments: 5**

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ASSIGNMENT OF BUSINESS NAME

THIS ASSIGNMENT OF BUSINESS NAME (this "Assignment" ) is entered into as of this 22<sup>nd</sup> day of June, 2015 (the "Effective Date"), by and between Medconx, Inc., a California corporation ("Assignor") and Medconx US Acq-Sub, LLC, a Utah limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor desires to transfer all of its rights, title, and interest in and to Assignee's business name "Medconx" (the "Name"), including any registration rights, goodwill and other rights associated with the Name, to Assignee.

WHEREAS, in order to memorialize the foregoing assignment of the Name by Assignor to Assignee, Assignor desires to execute this formal written assignment.

ASSIGNMENT

NOW THEREFORE, Assignor hereby transfers all of its rights, title, and interest in and to the Name, including any registration rights, goodwill and other rights associated with the Name, to Assignee to be effective as soon as practicable after the Effective Date.

ASSIGNOR:

Medconx, Inc.,  
a California corporation

By: [Signature] 6/22/2015  
Name: HAROLD B. KENT  
Its: PRES/CEO

ASSIGNEE:

Medconx US Acq-Sub, LLC, a Utah limited liability company

By: [Signature]  
Name: Bradford Brown  
Its: Manager

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), which term includes Exhibit A hereto) is made and entered into as of this 22<sup>nd</sup> day of June, 2015 by and among Medconx, Inc., a California corporation (the "Assignor"), and Medconx US Acq-Sub, LLC, a Utah limited liability company ("Assignee").

### RECITALS

A. Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of May 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) and the assumption by Assignee of the Assumed Liabilities (as defined in the Purchase Agreement); and

B. In accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the registered trademarks in use in the United States or any foreign country relating exclusively to the Business and any trademark applications relating exclusively to the Business filed by Assignor (collectively, the "Trademarks"), including those listed on Exhibit A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Trademarks. Assignor does hereby sell, assign and transfer unto Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, and the Trademark registrations, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefore throughout the world. Assignor does further agree that upon request, Assignor shall (a) execute any and all documents necessary to vest all rights, title and interest in and to the Trademark and the registration in Assignee, and (b) assist Assignee with all other efforts necessary to effectuate the transfer of the Trademarks to Assignee.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or

implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

3. Recording of Assignment. Assignor hereby authorizes Assignee to request the relevant Governmental Authority to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Patents for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Amendment and Modification; Waiver. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

5. No Third-Party Beneficiary. Except as otherwise expressly set forth in this Assignment, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Assignment.

6. GOVERNING LAW. THIS ASSIGNMENT (AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT) SHALL BE GOVERNED BY THE LAW OF THE STATE OF UTAH WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF UTAH.

7. Counterparts. This Assignment may be executed in counterparts (including by PDF or other electronic means), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

8. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth above.

ASSIGNOR:

MEDCONX, INC.

By: HBK 6/22/2015  
Name: HAROLD B. KENT  
Title: PRES/CEO

ASSIGNEE:

MEDCONX US ACQ-SUB, LLC

By: Bradford J. Brown  
Name: BRADFORD J. BROWN  
Title: MANAGER

## EXHIBIT A

| Name             | Reg. No.  | Date of Reg. | Owner         |
|------------------|-----------|--------------|---------------|
| Smart Plugs      | 3,089,629 | 5/9/2006     | Medconx, Inc. |
| Smart Clips      | 3,097,496 | 5/30/2006    | Medconx, Inc. |
| Medconx          | 3,100,178 | 6/6/2006     | Medconx, Inc. |
| Smart Cables     | 3,103,199 | 6/13/2006    | Medconx, Inc. |
| Smart Limiter    | 3,212,240 | 2/27/2007    | Medconx, Inc. |
| Micro Solder Pot | 3,238,034 | 5/1/2007     | Medconx, Inc. |