

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FitLinxx, Inc.		03/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lumira Ltd.		
Street Address:	2 Temple Back East Temple Quay		
City:	Bristol		
State/Country:	UNITED KINGDOM		
Postal Code:	BS1 6EG		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4203763	PEBBLE	
Serial Number:	86411568	AMPSTRIP	
Serial Number:	86411570	FITLINXX AMPSTRIP	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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:	7816225930		
Email:	trademark@mbbp.com		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	230 Third Avenue, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
DOMESTIC REPRESENTATIVE			
Name:	Thomas F. Dunn		
Address Line 1:	230 Third Avenue, 4th Floor		
Address Line 2:	CityPoint		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
NAME OF SUBMITTER:	Thomas F. Dunn		

OP \$90.00 4203763

SIGNATURE:	/Thomas F. Dunn/
DATE SIGNED:	05/26/2016
Total Attachments: 5 source=M0918094#page1.tif source=M0918094#page2.tif source=M0918094#page3.tif source=M0918094#page4.tif source=M0918094#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 11, 2016, is made by FitLinxx, Inc. a Delaware corporation (“**Seller**”), in favor of Lumira Ltd., a company incorporated under the laws of England and Wales (“**Buyer UK**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated March 11, 2016, among Seller and Buyer UK (the “**Asset Purchase Agreement**”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer UK, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer UK, and Buyer UK hereby accepts, all of Seller’s right, title and interest in and to the following, collectively the “**Assigned IP**”:

(a) all patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications to the extent owned by Seller and constituting an Acquired Asset as set forth in Schedule 1 hereto (collectively, the “**Patents**”);

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications for use with assets assigned hereby of the business, or portion thereof, of the applicant to which the marks pertain, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Seller and constituting an Acquired Asset as set forth in Schedule 2 hereto (collectively, the “**Trademarks**”);

(c) all rights of any kind whatsoever in any internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority to the extent owned by Seller and constituting an Acquired Asset as set forth in Schedule 3 hereto (collectively, the “**Domain Names**”); and

(d) all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing, to the extent constituting an Acquired Asset.

For the sake of clarity and not in any way in limitation of the foregoing, the Assigned IP includes all right, title and interest, including all intellectual property, proprietary and other rights that constitute Acquired under the Asset Purchase Agreement.

2. Recordation and Further Actions.

(a) Seller hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by Buyer UK.

(b) Following the date hereof, upon Buyer UK's reasonable request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer UK and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer UK, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer UK with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby nor enlarged, modified or altered in any way, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

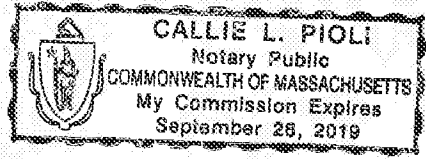
SELLER: FITLINXX, INC.

By: David P. Monahan
Name: David Monahan
Title: President & CEO

State of Massachusetts
County of Middlesex

On this 11th day of March, 2016, before me, the undersigned notary public, personally appeared David Monahan, proved to me through satisfactory evidence of identification, which was a personally known, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Callie L. Pioli
Notary Public
My commission expires 9/26/19



BUYER: LUMIRA LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

SELLER: FETLINXX, INC.

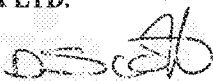
By: _____
Name: David McManan
Title: President & CEO

State of _____
County of _____

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public
My commission expires _____

BUYER: LUMIRA LTD.

By: 
Name: DAVID SCOTT
Title: DIRECTOR

SCHEDULE 2

TRADEMARKS

U.S. Federal Registrations/Applications

Registration No.	App No.	Mark	Filing Date	Issue Date
	86/411,568	AMPSTRIP	10/1/2014	
	86/411,570	FITLINXX AMPSTRIP	10/1/2014	
4,203,763	85/519,804	PEBBLE	1/19/2012	9/4/2012

Foreign Registrations/Applications

Country	Registration No.	App No.	Mark	Filing Date	Issue Date
China		16613121	AMPSTRIP	4/1/2015	
Europe	013883103	013883103	AMPSTRIP	3/27/2015	8/5/2015
Australia	1684202	1684202	AMPSTRIP	3/28/2015	09/18/2015