

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386033

<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>
METRO INDUSTRIES, INC.		05/31/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOUCHPOINT MEDICAL, INC.		
<b>Street Address:</b>	210 NORTH BRINTON LAKE ROAD		
<b>City:</b>	CONCORDVILLE		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19331		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4914052	ACCESSCENTER	
<b>Serial Number:</b>	85621588	FLO HEALTHCARE	
<b>Serial Number:</b>	85904256	FLO HEALTHCARE	
<b>Registration Number:</b>	3836298	MEDDISPENSE	
<b>Serial Number:</b>	86694741	NURSYNC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	1095 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	ALAN WANG		
<b>SIGNATURE:</b>	/Alan Wang/		
<b>DATE SIGNED:</b>	05/31/2016		
<b>Total Attachments: 5</b>			
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**RECORDABLE TRADEMARK ASSIGNMENT**

This RECORDABLE TRADEMARK ASSIGNMENT (this “Recordable Trademark Assignment”) is made as of May 31, 2016 (the “Effective Date”) by and between Metro Industries, Inc., a Nevada corporation having an address at 651 North Washington Street Wilkes-Barre, Pennsylvania United States 18705 (“Assignor”) and TouchPoint Medical, Inc., a Delaware corporation having an address at 210 North Brinton Lake Road, Concordville, PA 19331. Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of May 31, 2016 and an associated Intellectual Property Rights Assignment Agreement, dated as of the same date (together, the “Purchase Agreement”), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (i) the trademark registrations and trademark applications listed on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications listed on Annex A hereto, the transfer of such applications, accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s and its Affiliates business to which the trademark pertains, and that business is ongoing and existing or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill of the business connected with the use of and symbolized by the foregoing; (vi) all claims and defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Trademark Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-US governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Recordable Trademark Assignment.

3. Assignor shall, and shall cause its Affiliates, and their respective officers, directors and employees to, promptly execute and deliver such documents, and take such actions as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents, execution of papers, and other assistance to the extent deemed necessary (a) for perfecting all right, title and interest herein conveyed; (b) for prosecuting any applications herein conveyed; and (c) for legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Recordable Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Recordable Trademark 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 Recordable Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Recordable Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The undersigned Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

**ASSIGNOR:**

METRO INDUSTRIES, INC.

By: 

Name: John G. Nackley  
Title: President

Date: May 31, 2016

*Signature Page to Recordable Trademark Assignment*

The undersigned Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

**ASSIGNEE:**

TOUCHPOINT MEDICAL, INC.

By: 

Name: Brian M. McNeill

Title: President and Chief Executive Officer


Date: May 31, 2016

*Signature Page to Recordable Trademark Assignment*

**TRADEMARK  
REEL: 005802 FRAME: 0645**

ANNEX A

ASSIGNED TRADEMARK RIGHTS

Trademark	Stylized Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Classes	Owner
ACCESSCENTER		United States of America	85/841179	2/5/2013	4914052	03/08/2016	09	Metro Industries, Inc.
FLO HEALTHCARE		United States of America	85/621588	5/10/2012			09, 37	Metro Industries, Inc.
FLO HEALTHCARE And Design		United States of America	85/904256	4/15/2013			09, 42	Metro Industries, Inc.
FLO HEALTHCARE		United States of America	85/621588	5/10/2013			9, 37	Metro Industries, Inc.
MedDispense		United States of America	77/429114	3/23/2008	3836298	8/17/2010	09, 20	Metro Industries, Inc.
NURSYNC		United States of America	86/694741	7/16/2015			09	Metro Industries, Inc.