

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389948

<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>
VirtualScopics New York, LLC		06/03/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VirtualScopics Inc.		
<b>Street Address:</b>	500 Linden Oaks		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14625		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2902098	VIRTUALSCOPICS	
<b>Registration Number:</b>	2897848	VIRTUALSCOPICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178970909		
<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>	6173106009		
<b>Email:</b>	bosipmail@gtlaw.com		
<b>Correspondent Name:</b>	David J. Dykeman		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	David J. Dykeman		
<b>SIGNATURE:</b>	/David J. Dykeman, Reg. No. 46,678/		
<b>DATE SIGNED:</b>	07/01/2016		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") dated as of June 3, 2016, is made by VirtualScopics New York, LLC, with offices at 500 Linden Oaks, Rochester, NY 14625 (hereinafter "Assignor") VirtualScopics Inc., (hereinafter "Assignee"), with offices at 500 Linden Oaks, Rochester, NY 14625 ("Assignee").

**WHEREAS**, Assignor is the owner of the entire right, title and interest in and to all trademarks specified on **Exhibit A** hereto (collectively, the "Assigned Trademarks").

**NOW, THEREFORE**, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns, transfers, sells and conveys, and confirms that they have assigned, transferred, sold and conveyed to Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, all issuances, extensions and renewals thereof, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
4. The terms of the Purchase Agreement relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**ASSIGNOR/VIRTUALSCOPICS NEW YORK, LLC**

By: [Signature]  
Name: Peter Ferola  
Title: Secretary  
Date: 6/3/2016

Date: 6/3/2016

[Signature]  
Name of Witness 1: Jason D. Haeffel  
Address of Witness 1: 1000 Cedar Hollow Rd

Date: 6/3/2016

[Signature]  
Name of Witness 2: Sarah Oberst  
Address of Witness 2: 1000 Cedar Hollow Road

**ASSIGNEE/VIRTUALSCOPICS, INC.**

By: [Signature]  
Name: Peter Ferola  
Title: Secretary  
Date: 6/3/2016

**EXHIBIT A**

**ASSIGNED TRADEMARKS**

	<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
1	76508656	2902098	VIRTUALSCOPICS
2	76492981	2897848	VIRTUALSCOPICS