

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392619

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/06/2014
RESUBMIT DOCUMENT ID:	900367868

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sanarus Technologies, LLC		01/01/2014	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sanarus Technologies, Inc.
Street Address:	1249 Quarry Lane, Suite 150
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94566
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2847641	SANARUS
Registration Number:	2751327	THE VISIBLE DIFFERENCE IN BREAST CARE
Registration Number:	2837181	VISICA
Registration Number:	3214148	VISICA ICE
Registration Number:	3295500	IMARC
Registration Number:	4309807	CRYO HALO

CORRESPONDENCE DATA

Fax Number: 9495886172
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: 949 588 6171
Email: pto@crockett-crockett.com
Correspondent Name: Crockett & Crockett, PC
Address Line 1: 6B Liberty, Suite 145
Address Line 4: Aliso Viejo, CALIFORNIA 92656

NAME OF SUBMITTER:	Niky Economy Syrengelas, Esq.
SIGNATURE:	/Niky Economy Syrengelas/

DATE SIGNED:	07/26/2016
---------------------	------------

Total Attachments: 4
source=Sanarus Agreement#page1.tif
source=Sanarus Agreement#page2.tif
source=Sanarus Agreement#page3.tif
source=Sanarus Agreement#page4.tif

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (hereinafter called the "*Merger Agreement*") is effective as of January 1, 2014, by and between SANARUS TECHNOLOGIES, LLC, a California limited liability company ("*LLC*"), and SANARUS TECHNOLOGIES, INC., a Delaware corporation ("*Corporation*"). LLC and Corporation are sometimes referred to as the "*Constituent Companies*."

WHEREAS: LLC is the sole shareholder of Corporation; and

WHEREAS: The directors and managers of the Constituent Companies deem it advisable and in the best interests of the Constituent Companies and their respective shareholders and members that LLC merge with and into Corporation upon the terms and conditions herein provided; and

WHEREAS: The parties desire to enter into this Merger Agreement to set forth certain provisions relating to the consummation of such merger, which will effectuate a transfer of property solely in exchange for stock pursuant to and in accordance with the provisions of Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that LLC shall merge into Corporation on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1. Merger. LLC shall be merged with and into Corporation (the "*Merger*"), and Corporation shall be the surviving entity (the "*Surviving Corporation*") effective at 5:00 p.m. (Pacific Daylight Time) on such date as this Merger Agreement, together with all requisite accompanying certificates, shall be filed with the Delaware Secretary of State (the "*Effective Time*").

1.2. Succession. At the Effective Time, Corporation shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of LLC, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3. Transfer of Assets and Liabilities. At the Effective Time, Corporation shall succeed, without other transfer, to all the rights and property of LLC, and Corporation shall be subject to all debts and liabilities of LLC as if Corporation had itself incurred them. All rights of creditors and all liens upon the property of LLC shall be preserved unimpaired, provided that such liens shall be limited to the property affected thereby immediately prior to the Effective Time.

1.4. Capital Stock and Membership Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Companies or their shareholders or members, (i) each of the membership interests of LLC issued and outstanding immediately prior thereto shall be changed and converted into such number of fully paid and

nonassessable shares of the capital stock ("Common Stock") of Corporation as equals two and one half (2.5) times the number of membership units in the LLC owned by each Member immediately before the merger, (ii) each option and warrant for a membership interest in LLC shall be changed and converted into an option or warrant, as the case may be, for the two and one half (2.5) times the number of shares of common stock of the Corporation, and the exercise price shall be accordingly and proportionately reduced, and new option and warrant agreements shall be issued to the option and warrant holders, and (iii) each share of Common Stock of Corporation issued and outstanding immediately prior thereto shall be canceled without consideration and returned to the status of authorized but unissued shares.

1.5. Stock Certificates. Promptly after the Effective Time, Surviving Corporation shall provide to each member of LLC whose membership interest is by the Merger converted into shares of Common Stock of Surviving Corporation share certificates representing the number of shares to which such Member is entitled pursuant to Section 1.4 above.

1.6. Fractional Shares. No fractional shares of the Surviving Corporation's Common Stock shall be issued in connection with the Merger. In lieu of such fractional shares, any holder who would otherwise be entitled to receive a fraction of a share of Common Stock (after separately aggregating all fractional shares of stock issuable to such holder), shall be paid in cash the dollar value (rounded to the nearest whole cent), without interest, of such fractional share(s).

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1. Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Corporation in effect at the Effective Time shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.2. Directors. The directors of Corporation immediately preceding the Effective Time shall continue to be the directors of the Surviving Corporation at and after the Effective Time, to serve until the expiration of their terms and until their successors are elected and qualified.

2.3. Officers. The officers of Corporation immediately preceding the Effective Time shall continue to be the officers of the Surviving Corporation at and after the Effective Time, to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1. Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of LLC such deeds and other instruments, and there shall be taken or caused to be taken by LLC such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of LLC and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of LLC or

otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. Amendment. At any time, prior to the Effective Time, before or after approval by the members of LLC, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the members of LLC, the principal terms may not be amended without the further approval of the members of LLC) as may be determined in the judgment of the Board of Directors of Corporation and the managers of LLC to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3. Conditions to Merger. The obligation of the Constituent Companies to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Companies in its sole discretion to the extent permitted by law):

3.3.1. the Merger shall have been approved by the members of LLC in accordance with applicable provisions of the Corporations Code of the State of Delaware; and

3.3.2. LLC, as sole shareholder of Corporation, shall have approved the Merger in accordance with the Corporations Code of the State of California; and

3.3.3. any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of LLC to be material to consummation of the Merger shall have been obtained.

3.4. Abandonment or Deferral. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Corporation or the managers of LLC or both, notwithstanding the approval of this Merger Agreement by the shareholders of Corporation or the members of LLC, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of Corporation and the managers of LLC, such action would be in the best interest of the Constituent Companies. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Company or its respective directors, managers, members or shareholders with respect thereto, except that LLC shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5. Counterparts. In order to facilitate the filing of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, this Merger Agreement, having first been fully approved by the Board of Directors of Corporation and by the Managers of LLC, is hereby executed on behalf of each Constituent Company and attested by their respective representatives thereunto duly authorized.

SANARUS TECHNOLOGIES, INC.
a Delaware corporation

By: BJ Hardman
BJ Hardman, CEO

By: Lee Story
Lee Story, Secretary

SANARUS TECHNOLOGIES, LLC
a California limited liability company

By: BJ Hardman
BJ Hardman, Manager

By: Lee Story
Lee Story, Manager

By: Matthew Nalpinski
Matthew Nalpinski, Manager

By: Charles Berolzheimer
Charles Berolzheimer, Manager

By: Troy White
Troy White, Manager