

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394878


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exuro Medical LLC		08/11/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Water-Jel Technologies, L.L.C.		
Street Address:	50 Broad Street		
City:	Carlstadt		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1947314	BURN FREE	
Registration Number:	2808523	BURN FREE	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	732-741-3900		
Email:	pconvery@ghclaw.com		
Correspondent Name:	Patrick S. Convery		
Address Line 1:	125 Half Mile Road		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	18678-0003		
NAME OF SUBMITTER:	Patrick S. Convery		
SIGNATURE:	/Patrick S. Convery/		
DATE SIGNED:	08/12/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of this 11th day of August, 2016 by Exuro Medical, LLC, a Utah limited liability company with a principal office located at 310 E. 300 S, Salt Lake City, Utah 84111 ("Assignor") in favor of Water-Jel Technologies, L.L.C., a New Jersey limited liability company with a principal office located at 50 Broad Street, Carlstadt, New Jersey 07072 ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings given to them in the Asset Purchase Agreement, dated as of August 11, 2016 (the "Purchase Agreement"), by and among Assignor, Assignee, Jared Bauer and Karen Bond, comprising the only equity members of Seller (the "Members").

WHEREAS, in accordance with the terms and conditions of the Purchase Agreement, Assignor transferred to Assignee certain intellectual property and intellectual property rights of Assignor including, but not limited to, Assignor's entire right, title and interest in and to the following trademark registered in the name of Assignor (the "Trademark"):

Trademark	International Class	Regis. No.	Filing Date	Registration Date
BURN FREE	005	1947314	December 2, 1993	January 9, 1996
				
BURN FREE (W/ DESIGN)	005	2808523	August 14, 2002	January 27, 2004

WHEREAS, in accordance with the terms and covenants of the Purchase Agreement, Assignor has agreed to execute and deliver any and all documents and instruments necessary to effectuate the transfer of Assignor's entire right, title and interest in the Trademark and the registration thereto to Assignee, and to execute and deliver any and all documents and instruments necessary for recordation with the United States Patent and Trademark Office any and all such documents effectuating and evidencing the transfer of ownership of the Trademark and registration thereof, and has agreed to execute any such documents in the future to effectuate the foregoing and has further agreed that the foregoing assurances and duties shall survive the execution and consummation of this Trademark Assignment.

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, Assignor's entire right, title and interest in the Trademark and the goodwill of the business symbolized by the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee and its successors and assigns, in accordance with the terms of the Purchase Agreement (which are incorporated herein by reference in lieu of repetition), all right, title and interest of Assignor in and to the the following (the "Assigned Trademarks"), including all common law rights in, to and under the Assigned Trademarks, and all other rights in, to and under the Assigned Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks:

- (a) the trademark registrations set forth above and all issuances, extensions, and renewals thereof;
- (b) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

Assignor represents, warrants and covenants to Assignee and its successors and assigns that it has full power and right to convey all rights assigned hereby to Assignee in accordance with the terms of the Purchase Agreement, that it has not and will not execute any agreement or instrument inconsistent herewith, and that it will, without further consideration, cause its employees and others involved in Assignor's use or registration of the Assigned Trademarks to execute and deliver such other documents and do such other acts as set forth in the Whereas clauses of this Trademark Assignment and as may be reasonably requested by Assignee in order to document and perfect Assignee's ownership of the Assigned Trademarks, and to otherwise effectuate all of the foregoing.


Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded

AGREED AND ACCEPTED:

ASSIGNEE:

WATER-JEL TECHNOLOGIES, L.L.C.

By:  *Manager*
Name: James Hartnett
Title: *Manager*

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