

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avista Pharma Solutions, Inc.		08/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Accuratus Lab Services, Inc.		
Street Address:	1285 Corporate Center Dr #110		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4983958	ACCURATUS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	63964-30040		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/23/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“*IP Assignment*”), dated as of August 23, 2016, is made by Avista Pharma Solutions, Inc., a Delaware corporation (“*Seller*”), in favor of Accuratus Lab Services, Inc., a Delaware corporation (“*Buyer*”) and the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of even date herewith by and between Seller and Buyer (the “*Purchase Agreement*”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, among other assets, the Seller Intellectual Property (including, without limitation, the Registered Intellectual Property listed on Exhibits A, B and C attached hereto), and has agreed to execute and deliver this IP Assignment.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Seller sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of Seller in and to (i) the trademarks and trademark applications set forth in Exhibit A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the foregoing trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").

2. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, Seller sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of Seller in and to (i) the patents and patent applications set forth in Exhibit B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of said patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and

benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Copyrights. Effective as of date hereof, and pursuant to the Purchase Agreement, Seller sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of Seller in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the foregoing copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").

4. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives as Buyer may reasonably request, in (i) the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Buyer, or any assignee or successor thereto, and (ii) in other proceedings that may arise in connection with any of the rights assigned hereby including, without limitation, testifying as to any facts relating to the rights assigned hereby and this IP Assignment.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged, negated, modified or altered hereby but shall remain in full force and effect to the full extent provided therein. This instrument is intended only to effect the assignment of the Seller Intellectual Property pursuant to the Purchase Agreement, and shall be governed entirely by the terms and conditions of the Purchase Agreement. 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.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be exchanged by facsimile or other electronic transmission.

7. 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 assigns.

8. Governing Law. This IP Assignment (including any claim or controversy arising out of or relating to this IP Assignment) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Delaware.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first written above.

SELLER:

AVISTA PHARMA SOLUTIONS, INC.

By: *Patrick D. Walsh*

Name: Patrick D. Walsh

Title: President and Chief Executive Officer

Patrick D Walsh
[Name]

Date: August 23, 2016

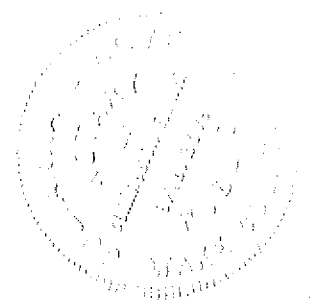
United States of America)
State of North Carolina) ss.:
County of Durham)

On this _____ day of August, 2016, before me personally came Patrick D. Walsh, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Julianna Royer

Julianna Royer
Notary Public

my commission expires 9/15/2018



[Signature Page to IP Assignment Agreement]

BUYER:

ACCURATUS LAB SERVICES, INC.

By: Matthew B. Scherr

Name: Matthew B. Scherrer

Title: President

Kathleen Benoist

[Name]

Date: August 23, 2016

United States of America)
State of MISSOURI) ss.:
County of St. Louis)

On this 19 day of August, 2016, before me personally came Matthew B. Scherrer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Kathleen Benoist

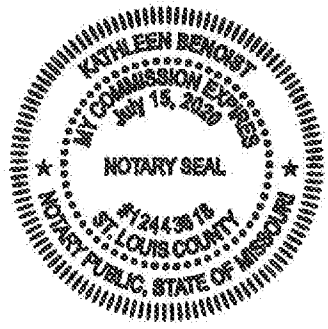


EXHIBIT A

Trademarks

<u>Application/Registration #</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Serial # 86373030 Reg. # 4,983,958	August 21, 2014	Accuratus Lab Services, Inc.	ACCURATUS

EXHIBIT B

Patents

None

EXHIBIT C

Copyrights

None