TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM410961

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-----------------------|
| Corgenix Medical Corporation | | 12/21/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | Zalgen Labs LLC |
|-------------------|-------------------------------------|
| Street Address: | 20271 Goldenrod Ln |
| Internal Address: | #2083 |
| City: | Germantown |
| State/Country: | MARYLAND |
| Postal Code: | 20876 |
| Entity Type: | Limited Liability Company: MARYLAND |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4456056 | RELASV |
| Registration Number: | 4739433 | REEBOV |

CORRESPONDENCE DATA

Fax Number:

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.

Email: dnipdocket@bhfs.com, jpellant@bhfs.com

Correspondent Name: Jessie Pellant

Address Line 1: 410 Seventeenth St. Ste 2200 Address Line 4: Denver, COLORADO 80202

| NAME OF SUBMITTER: | Jessie L. Pellant |
|--------------------|-------------------|
| SIGNATURE: | /Jessie Pellant/ |
| DATE SIGNED: | 01/04/2017 |

Total Attachments: 4

source=2016-12-21 ID Trademark Agreement CGX SIGNED (2)#page1.tif source=2016-12-21 ID Trademark Agreement CGX SIGNED (2)#page2.tif source=2016-12-21 ID Trademark Agreement CGX SIGNED (2)#page3.tif source=2016-12-21 ID Trademark Agreement CGX SIGNED (2)#page4.tif

> **TRADEMARK** REEL: 005956 FRAME: 0755

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "<u>Agreement</u>") is made to be effective the <u>21</u> day of December, 2016 by Corgenix Medical Corporation, a corporation organized and existing under the laws of the state of Delaware and having its principal place of business as 11575 Main Street, #400 Broomfield, Colorado 80020 ("<u>Assignor</u>"), in favor of Zalgen Labs LLC, a limited liability company organized and existing under the laws of the state of Maryland and having its principal place of business as 20271 Goldenrod Ln #2083, Germantown, Maryland 20876 ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor owns the registered trademarks set forth on Exhibit A and the goodwill associated with the marks (the "Trademarks");

WHEREAS, Assignor desires to assign its entire right, title, and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee is desirous of obtaining the entire right, title, and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Assignor does hereby sell, assign, and transfer to Assignce all worldwide rights, title, and interest in and to the Trademarks, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof.
- 2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party. Assignor further hereby warrants it is the sole owner of all rights, title, and interest in the Trademarks.
- 3. Assigner agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.
- 4. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 5. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether

TRADEMARK REEL: 005956 FRAME: 0756 in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts executed in and to be performed entirely within the State of Colorado, without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement on and as of the day and year first above written.

ASSIGNOR:

Corgenix Medical Corporation,

a Delaware corporation

By:

Name: Kelly Pitts

SS.

Title: CSO & General Manager

STATE OF COLORADO

COUNTY OF Broom Eield

On <u>December 21</u>, 2016 before me, <u>Tarya Reyvolds</u>.

Notary Public, personally appeared <u>Kelly Pitts</u>, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 9/16/2017

TARYN G REVNOLDS **NOTARY PUBLIC** STATE OF COLORADO NOTARY ID 19944001752

WY COMMISSION EXPIRES SEPTEMBER 16, 2017

EXHIBIT A

| Trademark | U.S. Registration No. | Registration Date |
|-----------|-----------------------|-------------------|
| REEBOV | 4,739,433 | 05/19/2015 |
| RELASV | 4,456,056 | 12/24/2013 |

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RECORDED: 01/04/2017

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