

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM417133

<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>
NANOTHERAPEUTICS, INC.		09/28/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nanoshift LLC		
<b>Street Address:</b>	P.O. Box 825		
<b>City:</b>	Alachua		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32616		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3926171	NANODOX	
<b>Registration Number:</b>	4205434	NANODOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023712540		
<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>	202-371-2600		
<b>Email:</b>	ltittley@skgf.com		
<b>Correspondent Name:</b>	Sterne, Kessler, Goldstein & Fox PLLC		
<b>Address Line 1:</b>	1100 New York Avenue, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Monica Riva Talley		
<b>SIGNATURE:</b>	/Monica Riva Talley/		
<b>DATE SIGNED:</b>	02/23/2017		
<b>Total Attachments: 5</b>			
source=3013.019 TM Assignment#page1.tif			
source=3013.019 TM Assignment#page2.tif			
source=3013.019 TM Assignment#page3.tif			
source=3013.019 TM Assignment#page4.tif			
source=3013.019 TM Assignment#page5.tif			

OP \$65.00 3926171

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made and entered as of September 28<sup>th</sup>, 2016 (the "Effective Date") by and between Nanoshift LLC, a Florida Limited Liability Company ("Buyer") and Nanotherapeutics, Inc. a Delaware corporation ("Seller").

WHEREAS, Seller own the right, title and interest in and to the registered trademark referenced on Schedule 1 attached hereto (collectively, the "Trademark");

WHEREAS, Seller and Buyer are parties to an Asset Transfer Agreement effective as of September 28th, 2016 (the "Asset Transfer Agreement") entered into by and between Buyer and Seller pursuant to the terms of the Asset Transfer Agreement; and

WHEREAS, pursuant to the terms of the Asset Transfer Agreement, Seller desire to convey, transfer, assign and deliver to Buyer, and Buyer hereby accepts, all of Seller' right, title and interest in the Trademark, together with the goodwill of the business that the Trademark symbolize.

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

1. Assignment. Seller hereby convey, transfer, assign and deliver to Buyer all of Seller' right, title and interest in and to the Trademark and all common law rights therein, together with the goodwill of the business in connection with which such Trademark are used; all rights to all state, federal, and international registrations and applications which may have been or may be filed or issued with respect to the Trademark and any renewals thereof; all licenses, income, royalties, damages, and payments, now or hereafter due or payable with respect to the Trademark; all causes of action, either in law or equity, and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, or dilution of the Trademark against any third party and all rights corresponding thereto throughout the world.

2. Further Assurances. Seller hereby authorize the Commissioner of Trademark in the United States Patent and Trademark Office to record and register the Trademark Assignment upon request by Buyer. Seller shall execute and deliver to Buyer such additional documents as requested by Buyer that may be reasonably necessary to give full effect to the assignment and transfer of the rights, title and interest in and to the Trademark hereunder, provided that Buyer shall be solely responsible at its own expense for all recordations of the assignment and transfer with the United States Patent and Trademark Office and/or any other appropriate government offices.

3. Terms of the Asset Transfer Agreement. The provisions of this Trademark Assignment are subject to the terms and conditions of the Asset Transfer Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Transfer Agreement, the terms and conditions of the Asset Transfer

Agreement shall govern, control and prevail. Notwithstanding any language in this Trademark Assignment to the contrary, nothing herein is intended to, nor shall it extend, amplify or otherwise modify the representations, warranties, covenants and obligations of the parties contained in the Asset Transfer Agreement or the survival thereof.

4. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile, e-mail or other means of electronic transmission shall be binding on Buyer and Seller.

5. Successors and Assigns. This Trademark Assignment and all of its terms shall inure to the benefit of Buyer, Seller and their respective successors and assigns and shall bind Buyer, Seller and their respective successors, heirs and legal representatives, but nothing herein, express or implied, is intended to nor shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment.

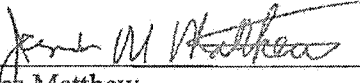
6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the domestic law of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

**SELLER:**

NANOTHERAPEUTICS, INC.

By:   
Name: James Matthew  
Title: President, CEO and CFO

**BUYER:**

NANOSHIFT, LLC.

By: \_\_\_\_\_  
Name: James Talton  
Title: Manager

IN WITNESS WHEREOF, Seller have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

**SELLER:**

NANOTHERAPEUTICS, INC.

By: \_\_\_\_\_  
Name: James Matthew  
Title: President, CEO and CFO

**BUYER:**

NANOSHIFT, LLC

By: \_\_\_\_\_  
Name: James Talton  
Title: Manager

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE 1**  
ASSIGNED TRADEMARKS

- NANODOX®: Reg. Number 3,926,171
- NANODOX (AND DESIGN): Reg. Number 4,205,434

