

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLS SYSTEMS INC.		02/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AETREX WORLDWIDE, INC.		
Street Address:	414 Alfred Avenue		
City:	Teaneck		
State/Country:	NEW JERSEY		
Postal Code:	07666		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4836568	SOLS	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	A5279.228		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	03/23/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made as of February 17, 2017, by and between Sols Systems, Inc., a Delaware corporation ("Assignor"), and Aetrex Worldwide, Inc., a New Jersey corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, effective as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor and Assignee, pursuant to which Assignor has agreed to sell, transfer, assign and deliver to Assignee, and Assignee has agreed to buy from Assignor, the Intellectual Property contained in the Transferred Assets, including without limitation, certain patents, trademarks, copyrights, trade secrets, software, software platforms, source codes, and domain names of Assignor used in connection thereof;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets;

WHEREAS, Assignor desires to sell, transfer, assign and deliver to Assignee, and Assignee desires to accept the sale, transfer, assignment and delivery of, Assignor's respective worldwide right, title and interest in, to and under the Intellectual Property set forth in the Asset Purchase Agreement which is incorporated by reference herein; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement and the warranties and representations by Assignor contained in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby sell, transfer, assign and deliver to Assignee, and Assignee hereby accepts the sale, transfer, assignment and delivery of Assignor's worldwide right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Upon Assignee's request at any time, Assignor will execute and deliver all papers, documents, drawings and descriptions (including without limitation, executed patent, trademark, service mark and copyright applications, assignments, oaths, declarations and affidavits) and render such further assistance as may from time to time be desirable or necessary to vest and maintain in Assignee or Assignee's designees the entire right, title and interest in and to the

TRADEMARK

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Intellectual Property.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the Laws of the State of New York.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.


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TRADEMARK

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IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR
SOLS SYSTEMS, INC.

BY: 
PRINT NAME: Kegan Schouwenburg
TITLE: 02/21/2017

ASSIGNEE
AETREX WORLDWIDE, INC.

BY: _____
PRINT NAME: _____
TITLE: _____


TRADEMARK

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR
SOLS SYSTEMS, INC.

BY: _____
PRINT NAME: _____
TITLE: _____

ASSIGNEE
AETREX WORLDWIDE, INC.

BY: 
PRINT NAME: LARRY SCHWARTZ
TITLE: CEO

Schedule 1.1
Transferred Assets

a. Intellectual Property:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]

Patent/Patent Applications

- 14341632 ("Systems and Methods for Generating Orthotic Device Models from User-Based Data Capture")
- 14677894 - Issued as US9449141 ("Systems and Methods for Generating Orthotic Device Models from User-Based Data Capture")
- 14877171 ("Systems and Methods for Generating Orthotic Device Models by Surface Mapping and Extrusion")
- 14877361 ("Systems and Methods for Generating a Patterned Orthotic Device")
- 14961769 ("Systems and Methods for Generating Orthotic Device Models from User-Based Data Capture")
- 62292154 ("Systems and Methods for Generating Orthotic Device Models Using Simulated Patient Anatomy")
- 62292144 ("Customizable Inserts for Footwear")
- 29553998 ("An Orthotic Insert for Footwear")
- 62374342 ("Systems and Methods for Customization of Foot Device")
- U.S. Patent Application No. 15/424,875, filed Feb. 5, 2017
- U.S. Patent Application No. 15/424,883, filed Feb. 5, 2017

Trademarks/Applications:

- 86/570944 (SOLS Trademark)

(b) [REDACTED]

1. [REDACTED]
2. [REDACTED]

(d) [REDACTED]

1. [REDACTED]
2. [REDACTED]