

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Relief Band Medical Technologies, LLC		06/30/2015	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Howard B. Samuels, as Trustee for RELIEF BAND Creditors		
Street Address:	c/o Rally Capital Services, LLC, 350 North LaSalle Drive		
Internal Address:	Suite 1100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2512780	ADVENTURER	
Registration Number:	2507222	DISCOVERER	
Registration Number:	2495129	EXPLORER	
Registration Number:	3260073	RELIEFBAND	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<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:	215-981-4252		
Email:	mconnells@pepperlaw.com, catalant@pepperlaw.com		
Correspondent Name:	Sean P. McConnell		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	144292.2		
NAME OF SUBMITTER:	Sean P. McConnell		
SIGNATURE:	/Sean P. McConnell/		
DATE SIGNED:	07/11/2017		

OP \$115.00 2512780

Total Attachments: 5

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**TRUST AGREEMENT AND
ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF
RELIEF BAND MEDICAL TECHNOLOGIES, LLC**

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS is made and entered into as of this _____ day of June, 2015, by and between Relief Band Medical Technologies, LLC, an Illinois Limited Liability Corporation, with its principal place of business at 150 N. Michigan Ave., Suite 1580, Chicago, IL 60601 (hereinafter referred to as "Relief Band") and Howard B. Samuels, of Rally Capital Services LLC, of 350 North LaSalle Drive, Suite 1100, Chicago, IL 60654, (hereinafter referred to as the "Trustee/Assignee").

WITNESSETH:

WHEREAS, RELIEF BAND is indebted to various persons, corporations, and other entities and is unable to pay its debts in full, has decided to discontinue its business, and is desirous of transferring its property to a Trustee/Assignee for the benefit of its creditors so that the property so transferred may be expeditiously sold or liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of RELIEF BAND existing indebtedness to its creditors, the express undertakings of the Trustee/Assignee and the mutual covenants contained herein, it is AGREED:

- A. Creation and Object of Trust. The name of this Trust shall be the "RELIEF BAND Creditors Trust," and its object shall be the orderly liquidation of the assets and property of RELIEF BAND and the distribution of the proceeds of the liquidation to creditors of RELIEF BAND in accordance with applicable law. RELIEF BAND hereby nominates and appoints Howard B. Samuels as Trustee/Assignee to carry out the purpose of this RELIEF BAND Trust in accordance with its terms and conditions set forth herein. The Trustee/Assignee shall have the rights, powers, duties and immunities set forth in addition to those provided by applicable law and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to, reimbursement of his attorneys' fees and other professional fees and costs. The Trustee/Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of Howard B. Samuels as Trustee/Assignee, then, in any such event, Daniel T. Lee, is hereby appointed as Successor Trustee/Assignee with all the duties, rights, and powers herein imposed upon and granted to Howard B. Samuels as original Trustee/Assignee.
- B. Transfer of Personal Property Assets. RELIEF BAND does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and his Successor Trustee/Assignee, all property and assets of RELIEF BAND, whatever and wherever situated. The property and assets transferred shall include without limitation, all personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, accounts receivable, chattel paper, furniture, fixtures, equipment, leasehold improvements, inventory, documents, mail, instruments, general intangibles, patents, trade names, trademarks, franchises, service marks, refunds, claims and causes of action.
- C. Non Transfer of Real Property. (a) RELIEF BAND does hereby grant, convey, assign, transfer, and set over to the Trustee/Assignee, and his Successor Trustee/Assignee, rent and other payments derived from all leases and leasehold interests of fee real property and does hereby grant to Trustee/Assignee; and his Successor Trustee/Assignee, an exclusive license and right of access with respect to all fee real property which RELIEF BAND owns and operates, for as long as the Trustee/Assignee and his Successor Trustee/Assignee deems necessary or until the fee

real property is sold by RELIEF BAND; and (b) RELIEF BAND hereby appoints Trustee/Assignee and his Successor Trustee/Assignee as its attorney-in-fact for any and all matters concerning the sale or other disposition of the fee real property, including, but not limited to, marketing, sale, transfer or other disposition of its fee real property. By executing this Assignment for the Benefit of Creditors, Trustee/Assignee and his Successor Trustee/Assignee are not accepting title to any fee real property but do accept RELIEF BAND's power of attorney to act, on its behalf, in the event the fee real property is sold or otherwise disposed. RELIEF BAND hereby appoints Trustee/Assignee and his Successor Trustee/Assignee to collect all sales proceeds derived from the sale of fee real property with such sales proceeds to immediately vest in the Trust controlled by the Trustee/Assignee and his Successor Trustee/Assignee as if it were personal property.

D. Powers and Duties of Trustee/Assignee. The Trustee/Assignee shall have, *inter alia*, the following powers, rights and duties:

1. To sell and dispose of all secured creditors' collateral subject to each such secured creditor's right to bid in its debt at any such sale or exercise such other rights and remedies available to each such secured creditor pursuant to its agreement with RELIEF BAND or applicable law including, without limitation, the right to receive all net proceeds derived from each secured creditor's collateral; provided, however, each secured creditor that is either an Assenting Creditor or agrees that its collateral may be sold, conveyed, encumbered, leased, licensed, hypothecated or otherwise disposed of by the Trustee/Assignee agrees and consents to the Trustee/Assignee's use of the proceeds of the disposition of such secured creditor's collateral to the extent necessary in the good faith judgment of the Trustee/Assignee to satisfy any administrative expense (including the Trustee/Assignee in (i) preserving, taking possession of, disposing of, delivering, removing or taking any other action required with respect to such collateral as may be required or under applicable law or, (ii) as may be necessary to fulfill the Trustee/Assignee's duties and responsibilities under this Trust Agreement and Assignment for the Benefit of Creditors;
2. To pay the unsecured creditors of RELIEF BAND out of funds of this Trust that are not subject to any valid, subsisting, and enforceable liens or other encumbrance(s), according to the following priorities:
 - (a) First, all costs and expenses incidental to the administration of the RELIEF BAND Trust not satisfied from secured creditors' collateral proceeds, if any;
 - (b) Second, to the extent that such debts are entitled to priority under applicable law, all debts owing to any governmental authority as of the date of this Trust Agreement and Assignment for the Benefit of Creditors including, but not limited to, withholding tax, unemployment tax and other income, excise, property and employment tax;
 - (c) Third, all other debts owing as of the date of this Trust Agreement and Assignment for the Benefit of Creditors that are entitled to the priority treatment and payment under applicable law;
 - (d) Fourth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness until all such debts are paid in full, plus interest at the judgment rate under Illinois law. The Trustee/Assignee shall make interim

documents on behalf of the RELIEF BAND Trust solely in his capacity as Trustee/Assignee and not in his individual capacity, and all such documents shall include the appropriate legend that fully discloses his office and specifically disclaims any personal liability for any obligation created under any such document. Such legend shall substantially read as follows:

THIS DOCUMENT IS EXECUTED BY THE TRUSTEE/ASSIGNEE, NOT PERSONALLY, BUT SOLELY AS THE TRUSTEE/ASSIGNEE UNDER THE TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF RELIEF BAND, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED AND VESTED IN HIM AS SUCH TRUSTEE/ASSIGNEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY EVERY PARTY HERETO AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR INTEREST HEREUNDER THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE TRUSTEE/ASSIGNEE OR ON ANY OF HIS AGENTS UNDER SAID TRUST AGREEMENT.

It is further understood and agreed that the obligations of the Trustee/Assignee and his agents shall be limited to the performance of the terms and conditions of this Trust Agreement and Assignment for the Benefit of Creditors in good faith and in the exercise of their best judgment, and that the Trustee/Assignee and his agents shall not be personally liable for any act or omission in the execution of their duties under this Trust Agreement and Assignment for the Benefit of Creditors except such acts or omissions that are determined by a court of competent jurisdiction to be the result of the Trustee/Assignee's or his agents' gross negligence or willful misconduct. All funds and assets coming into the RELIEF BAND Trust, whether encumbered or unencumbered, may be used to indemnify and reimburse the Trustee/Assignee and his agents for any and all costs, fees, expenses, claims or liabilities that they may incur in the performance of their duties hereunder except for any claims that are determined by a court of competent jurisdiction to be the result of the Trustee/Assignee's or his agents' gross negligence or willful misconduct.

H. Representations and Warranties of RELIEF BAND

RELIEF BAND hereby warrants as follows:

- (a) The list of creditors delivered concurrently to the Trustee/Assignee is complete and correct as reflected by the books and records of RELIEF BAND as to names of said creditors, their addresses, and the amounts due them.
- (b) RELIEF BAND, through its Managers and its Members, has authorized the execution of this Trust Agreement and Assignment for the Benefit of Creditors, and the signature appearing on the Joint Action by the Manager and Members that RELIEF BAND has delivered to Trustee/Assignee contemporaneously herewith are true and accurate.
- (c) RELIEF BAND, through its officers and directors, to the extent that any remain, shall perform any and all acts reasonably necessary and proper to assist the Trustee/Assignee in the orderly liquidation of RELIEF BAND assets and the collection of money owed to RELIEF BAND and in the distribution of that money and the proceeds of asset sales to RELIEF BAND creditors; provided, however, the officers, directors and managers of RELIEF BAND shall be required to provide assistance to the Trustee/Assignee only to the extent, and on the condition that they are reasonably compensated for those services.

this Trust Agreement and Assignment for the Benefit of Creditors and supersedes any prior agreement or understanding of the parties concerning such subject matter.

- f. *Covenant of Assenting Creditors.* Each Assenting Creditor, by becoming a party hereto, and in consideration of the terms hereof, covenants to forbear from bringing suit or other action to collect, perfect or otherwise realize upon its claims against RELIEFBAND, until such time as the Trustee/Assignee has completed his administration of the RELIEFBAND Trust and has fulfilled all of his duties hereunder and covenants, upon request from the Trustee/Assignee, to suspend, subject to appropriate tolling agreements to be entered into by the Trustee/Assignee, any suit or proceeding pending against RELIEFBAND or to permit Trustee/Assignee to prosecute the same for the benefit of the RELIEFBAND Trust if he shall so elect; provided, however, that this covenant shall in no way affect the liability to such Assenting Creditor of any third party, who, by written guaranty or otherwise, may be liable for such debt or claim contingently, absolutely or jointly with RELIEFBAND is a necessary party to such proceeding, satisfaction therein will be taken only against such third parties. Each Assenting Creditor further covenants not to transfer, after accepting this Trust Agreement and Assignment for the Benefit of Creditors, any negotiable instrument on which RELIEFBAND is liable without endorsing thereon a memorandum that such is subject to this Trust Agreement and Assignment for the Benefit of Creditors.

- M. Acceptance by Trustee/Assignee As evidenced by his signature below, the Trustee/Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee/Assignee's skill, knowledge and ability. It is understood that the Trustee/Assignee shall have reasonable compensation for his services rendered in connection with this Trust

Executed and delivered at Chicago, Illinois, this 30th day of June, 2015.

RELIEFBAND MEDICAL TECHNOLOGIES, LLC

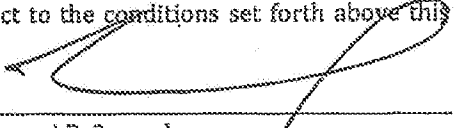
By: 

Leigh DeFilippis

It's Duly Authorized Representative

ACCEPTANCE

I, Howard B. Samuels, the Trustee/Assignee hereinabove named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee/Assignee, subject to the conditions set forth above this 30th day of June, 2015.


Howard B. Samuels

@ Chicago, IL @ 6:30 AM

EXHIBIT A

JOINT ACTION BY
MANAGER AND MEMBERS OF
RELIEFBAND MEDICAL TECHNOLOGIES, LLC

The Undersigned, being the Managers, (hereinafter referred to as the "Managers") and all of the Members of all of the issued and outstanding equity securities of ReliefBand Medical Technologies, LLC, an Illinois Limited Liability Corporation (hereinafter referred to as the "Company"), without a meeting or other notice, the same being hereby waived, determined that the following actions be taken by the Company.

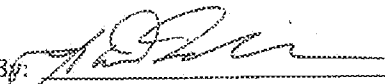
1. **IT IS RESOLVED:** That the Company shall enter into a Trust Agreement for the Benefit of Creditors and shall cause to be made an assignment of its assets to this Trust with the object being an orderly liquidation of the Company's business and assets.
2. **IT IS FURTHER RESOLVED:** That an Officer of the Company is hereby authorized and directed to execute and deliver all necessary papers and documents pertaining to the creation of the Trust and Assignment for the Benefit of Creditors to Howard B. Samuels, as Trustee/Assignee, and the Trustee/Assignee shall be authorized to do any and all acts necessary in order to fully carry out the intent and purposes of such Trust Agreement and Assignment for the Benefit of Creditors.
3. **IT IS FURTHER RESOLVED:** That an Officer of the Company is hereby authorized and directed to execute and deliver any and all other papers and documents, and to take any and all other acts which may be necessary in order to fully carry out the intent and purposes of the Trust Agreement and Assignment for the Benefit of Creditors.

This Action by the Manager and Members may be executed in counterparts, and when taken together, the counterparts shall constitute one original document.

DATED: _____

By: _____
Khalid Alagel, Manager & Member

DATED: June 30, 2015 _____

By:  _____
Leigh DeFilippis, Manager & Member

DATED: _____

By: _____
Wilbur Cantz, Manager & Member

DATED: _____

By: _____
Nick Spring, Manager & Member