

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM434983

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectrum Labs, Inc.		06/29/2017	Corporation:

RECEIVING PARTY DATA

Name:	Spectrum Veterinary, LLC
Street Address:	2801 S 35th St
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85034
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4204684	BECSCREEN UTILIZING INNOVOSCEPT TECHNOLO

CORRESPONDENCE DATA

Fax Number: 5205294262
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.
Phone: 5207924800
Email: treckart@rllaz.com
Correspondent Name: Timothy Reckart
Address Line 1: 6363 N Swan Rd Ste 151
Address Line 4: Tucson, ARIZONA 85718

ATTORNEY DOCKET NUMBER:	061192.001
NAME OF SUBMITTER:	Timothy Reckart
SIGNATURE:	/Timothy Reckart/
DATE SIGNED:	07/13/2017

Total Attachments: 3
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OP: \$40.00 4204684

TRADEMARK DEED OF ASSIGNMENT

2017

Effective June 27, 2017 (the "Effective Date"), Spectrum Labs, Inc., an Arizona corporation, and Spectrum Worldwide, Inc., an Arizona Corporation, jointly and severally, (collectively, "Assignor"), and Spectrum Veterinary, LLC, a Delaware limited liability company ("Assignee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into and make this GENERAL DEED OF ASSIGNMENT AND BILL OF SALE (this "Assignment") as follows:

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement made effective February 14, 2017 (the "APA"), pursuant to which they intend to consummate the purchase and sale of substantially all the assets of Assignor.

B. Initially capitalized terms not otherwise defined in this Assignment have the meanings given them in the APA.

ASSIGNMENT:

1. Assignor hereby transfers, conveys, assigns, and delivers, and agrees to transfer, convey, assign, and deliver, to Assignee and its successors, assigns, designees, and legal representatives, all of Assignor's rights, benefits, title, and interest in and to all rights, benefits, title, and interest in and to all trademarks, service marks, trade dress, trade names, corporate names and Internet domain names related to or associated with the Business, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as follows:

the following registered trademark:

becSCREEN®, Registration No. 85400164

the following unregistered trademarks:

Spectrum Labs
Spectrum Labs logo
SPOT Test
SPOT Test logo

all social media and web presence, domain names, access passwords, and administrative rights to the following:

vetallergy.com
wearespectrum.com
facebook.com/vetallergy
twitter.com/vetallergy

The foregoing are collectively referred to as the "Assigned Marks"). The foregoing assignment includes the right to obtain trademark and service mark registrations in the United States of America or foreign countries relating to any of the Assigned Marks, and all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has, or may have for past, present, and future infringements of the Assigned Marks, including the right to compromise, sue for, and collect such profits and damages, together with Assignor's goodwill associated with the Assigned Marks, and the collection of Assignor's promotional and advertising materials for the Business (collectively, the "Assigned Trademark Rights"). Assignor expressly acknowledges that, as a result of this Assignment, it has no remaining rights whatsoever in or to the Assigned Marks.

2. Assignee, its successors and assigns will hold and enjoy those rights, benefits, title and interests from this day forward for as long as any Purchased Asset may exist or until subsequently transferred by Assignee to another.

3. Assignor must execute, without further consideration, any further lawful documents and any further assurances, and take further reasonable and lawful actions, that Assignee deems reasonably necessary to secure fully its rights, benefits, title and interests in and to the Purchased Assets.

4. This Assignment is being made pursuant to and subject to the terms of the APA, including Assignor's representations and warranties, and corresponding limitations, set forth in the APA, which are expressly incorporated herein. In accordance with the APA, Assignor warrants and will defend Assignee's, and its successors' and assigns', right, benefit, title, and interest in and to the Assigned Marks, against any person who may assert a claim thereto.

5. This Assignment will be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation, and effect by the laws of the State of Arizona, without regard to the conflict of laws rules of the laws of the State of Arizona.

**[ASSIGNOR'S ACKNOWLEDGEMENT AND CONFIRMATION APPEARS ON
IMMEDIATELY FOLLOWING PAGE.]**

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, Assignor has caused a duly authorized representative to execute and deliver this Assignment effective as the date indicated below.

Spectrum Labs, Inc., an Arizona corporation

By: [Signature]
Mervyn Levin, CEO

Spectrum Worldwide, Inc., an Arizona corporation

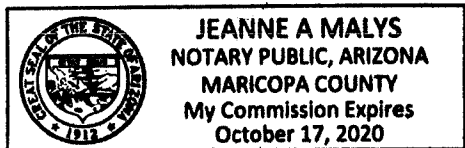
By: [Signature]
Mervyn Levin, CEO

State of Arizona)
):ss
County of Maricopa)

On this 27th day of June, 2017, Mervyn Levin, the CEO of Spectrum Labs, Inc. and the CEO of Spectrum Worldwide, Inc., personally known to me and known to be the person who executed the foregoing instrument, personally appeared before me and subscribed the same in my presence, and acknowledged the same to be his free act and deed.

[Signature]
Notary Public

My Commission Expires: 10/17/2020



The undersigned Assignee hereby accepts the foregoing Assignment:

Spectrum Veterinary, LLC, a Delaware limited liability company

By: [Signature]
Magnus Kjellberg, Manager