

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howard B. Samuels, as Trustee for the Relief Band Creditors		06/30/2015	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	ReliefBand Technologies, LLC		
Street Address:	220 Gibraltar Road, Suite 270		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Limited Liability Company: DELAWARE		
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:	144292.0002		
NAME OF SUBMITTER:	Sean P. McConnell		
SIGNATURE:	/Sean P. McConnell/		
DATE SIGNED:	07/19/2017		

OP \$115.00 2512780

Total Attachments: 8

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AGREEMENT FOR THE PURCHASE AND SALE OF ASSETS

THIS AGREEMENT FOR THE PURCHASE AND SALE OF ASSETS (this "Agreement"), dated as of the 30th day of June, 2015 ("Effective Date"), is entered into by and between Howard B. Samuels, not individually but as assignee for the benefit of the creditors of ReliefBand Medical Technologies, LLC ("Assignee"), on the one hand, and ReliefBand Technologies LLC, a Delaware limited liability company ("Buyer"), on the other hand.

WHEREAS, ReliefBand Medical Technologies, LLC, an Illinois limited liability company (the "Company"), is in the business of, among other things, manufacture, assembly, distribution and sale of products related to travel, medical and healthcare needs; and

WHEREAS, on June 30th, 2015, Company executed that certain Trust Agreement and Assignment for the Benefit of Creditors (the "Trust Agreement") in favor of Assignee, pursuant to which Company transferred all of its right, title and interest in and to substantially all of its assets to Assignee so that Assignee may sell the same at a public sale and distribute the proceeds pursuant to applicable law (the "Assignment"); and

WHEREAS, Buyer desires to purchase the assets from Assignee and Assignee desires to sell the assets to Buyer, subject only to the terms and conditions hereof, including, without limitation, Assignee's right to receive and accept a higher or otherwise better bids for the assets at the public sale.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement:

THE PARTIES AGREE AS FOLLOWS:

1. **ASSETS TO BE TRANSFERRED.** Assignee will, at the Closing (defined in Section 3.2 below) sell, transfer, convey, assign and deliver, and Buyer will purchase and accept,

on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, all of Assignee's right, title and interest in and to all of the assets of Company excluding the Excluded Assets (as hereafter described) including but not limited to the assets described in Sections 1.1 through 1.5 below (collectively, the "Purchased Assets"). Such sale and transfer of the Purchased Assets shall be evidenced by a Bill of Sale (the "Bill of Sale") in the form prescribed by attached Exhibit "A" and any other documents reasonably needed to effect such transfer.

1.1 TANGIBLE ASSETS. All of Company's tangible property of every kind including whether real or personal or mixed, however owned or leased (including indirect and other forms of beneficial interest) wherever located and by whom possessed (including without limitation assets located at any premises owned or controlled by the Company as well as assets in transit, on consignment, or at any other location) including but not limited to: (a) inventory (including raw materials, work-in-process, and finished goods), machinery, equipment, tools, tooling, office equipment, furniture, computer hardware, motor vehicles, leasehold improvements, supplies, materials, and all other physical assets of Company (wherever located and whether or not carried on Company's books), together with any express or implied warranty by the manufacturers or Assignees or lessors of any item or component part thereof and all maintenance records and other documents relating thereto; and (b) fixtures, trade fixtures and any and all other assets located at or on the Company's offices at 150 North Michigan Avenue, Suite 1580, Chicago, IL 60601 (or other premises maintained by or under the Company's control).

1.2 FINANCIAL ASSETS. All current assets, including cash, money in Company's bank accounts including any account established for the Company by Assignee (excluding, however, cash and/or money sufficient to pay any accrued or outstanding fees, costs

and expenses of Company or Assignee arising from or related to Assignee's operation of the Company, the Assignment, the Public Sale (defined in Section 7.2 below) or the Closing, if any), accounts receivable, prepaid expenses, promissory notes, security deposits, prepaid deposits, claims for refunds and rights to offset with respect thereto.

1.3 INTANGIBLE ASSETS. All of Company's intangible property, including but not limited to, all customer and supply records and mailing lists relating to Company and associated goodwill; the right to the name "ReliefBand Medical Technologies" and all derivative names; Company's telephone and fax numbers and listings; all software; all rights and interests in all intellectual property including without limitation copyrights, trademarks (common and registered), trade names, service marks, service names, formulations, licenses, patents, applications with respect to the foregoing, permits, websites and other intellectual property with respect to Company's website(s), if any, domain names, email addresses, proprietary information, technical information and data, and other similar intangible property rights and interests; all possible causes of action, contingent and unliquidated claims, including but not limited to claims against insurance companies, counterclaims and rights to set-off claims; all advertising and catalog materials with corresponding mailing list or lists; and any and all other lists, information and records of Company with respect to its personnel (subject to compliance by Buyer with any confidentiality and privacy laws and regulations), its customers, the operation of its equipment, its suppliers and vendors and all other providers of goods and services used in or associated with the operation of Company, including, without limitation, lists of customers and payment histories, each in whatever format it is currently held by Company or Assignee; and all other general intangibles of every kind and nature.

of the Purchased Assets: (i) a qualified bidder, as solely determined by Assignee from financial information to be provided to Assignee from any such potential bidder, must post a deposit with Assignee in good and immediately available funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Deposit") at least two (2) days prior to the Date of Sale and execute a confidentiality agreement provided by Assignee; (ii) any offer to purchase must be, in an amount equal to at least One Hundred Twenty Five Thousand Dollars (\$125,000) more than the Purchase Price; (iii) all bidding shall be conducted in the same room with the identity and bid terms of all bidders fully disclosed and on the record as recorded by a court reporter; (iv) any subsequent overbids shall be at least Ten Thousand Dollars (\$10,000) greater than the then-prevailing bid; (v) at the Closing the Successful Alternate Bidder (as hereafter defined) must pay by wire transfer to an account specified by Buyer (A) all amounts drawn down under the Line of Credit and (B) the amount of Buyer's Advance; and (vi) if the successful bidder fails to close on its successful bid within twenty four (24) hours of the Date of Sale, then its Deposit will be forfeited (and will become an asset of the Company and included in the Purchased Assets) and the Purchased Assets may, at Assignee's option, be sold subject to the terms of this Section 7.2 to the next highest bidder at the Public Sale (which may be the Buyer) without further notice. In the event Assignee sells any of the lots of the Purchased Assets to a third party or third parties (collectively, a "Successful Alternative Buyer"), which sale closes, then Buyer shall be paid a breakup fee of Forty Thousand Dollars (\$40,000), plus the amounts referenced in Section 7.2(v), all to be paid at such closing by wire transfer to accounts designated by Buyer.

7.3 BILL OF SALE AND OTHER CLOSING DOCUMENTS. Provided Buyer is the successful bidder, then, at the Closing, Assignee shall provide Buyer with the Bill of Sale in the form of Exhibit "A" conveying all of Assignee's right, title and interest in and to the

Purchased Assets to Buyer upon the payment by Buyer of the Purchase Price together with any other documents and agreements reasonably requested by Buyer. Additionally, Assignee and Buyer shall enter into assignment and assumption agreements with respect to all the Assumed Liabilities and Buyer shall enter into the ASC Agreement with respect to Buyer's assumption of the Bridge Notes.

7.4. VALUATION OF THE PURCHASE PRICE. For purposes of evaluating competing bids for the Purchased Assets, (i) the assumption of the Bridge Loans shall be valued at the aggregate amount of the principal and interest thereof; (ii) the accounts payable and accrued expenses assumed by Buyer shall be valued at the face amount of the accounts payable and accrued expenses which are assumed; and (iii) the executory contracts assumed shall be valued at the aggregate amount of liabilities assumed. Accordingly, the Purchase Price shall be valued at

8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION. In addition to the conditions set forth above, Buyer's obligation to proceed with the Closing shall be expressly subject to and conditioned upon the fulfillment of each of the following conditions precedent (unless waived by Buyer):


8.1 CONSENTS. Assignee and Buyer shall have received all required corporate, governmental and third party consents and approvals for the transactions contemplated to occur at the Closing (the "Transactions"). Assignee and Buyer will use their best efforts to obtain all and any such approvals and consents.

8.2 NO MATERIAL CHANGES. During the Interim Period, (i) nothing material has occurred out of the Company's ordinary course of business, and nothing has materially adversely affected Company's financial condition, operations, business, or the

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed on the date and year first written above.

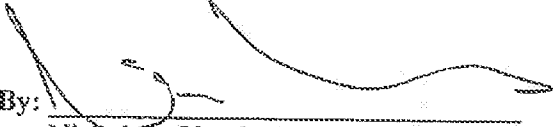
SELLER:

ASSIGNEE:



HOWARD B. SAMUELS, not individually,
but solely as Assignee for the Benefit of
Creditors of ReliefBand Medical Technologies,
LLC

BUYER:


By: _____
Nicholas U. Spring, CEO, Reliefband
Technologies LLC, a Delaware limited
liability company

Assignee's Bill of Sale

Howard B. Samuels, not individually but solely as Assignee for the Benefit of Creditors of ReliefBand Medical Technologies, LLC ("Assignee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over to ReliefBand Technologies LLC, a Delaware limited liability company ("Buyer"), all of Assignees' right, title and interest in and to the Purchased Assets, as defined in and pursuant to that certain Agreement for the Purchase and Sale of Assets dated as of June 30, 2015 (the "Purchase Agreement").

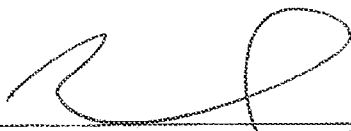
THE PARTIES AGREE THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS" AND "WHERE IS", WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OR THE VALUE OF THE PURCHASED ASSETS, OR AS TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE WITH RESPECT TO THE PURCHASED ASSETS, ALL OF WHICH ASSIGNEE HEREBY DISCLAIMS. THE PARTIES FURTHER AGREE THAT, TO THE EXTENT REQUIRED BY LAW, THE DISCLAIMERS CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE OR ORDER. THE PURCHASED ASSETS ARE BEING SOLD SUBJECT TO THE SECURITY INTEREST AND LIENS RELATED TO THE BRIDGE NOTES SUBJECT TO THE ASSUMPTION THEREOF PURSUANT TO THE ASSUMPTION, CONVERSION AND SUBSCRIPTION AGREEMENT.

Notwithstanding anything contained in this bill of sale, Assignee is not transferring or selling herein to Buyer any leased property, whether real or personal, whether evidenced by a true lease or a capital lease (unless the capital lessor so consents).

IN WITNESS WHEREOF, Assignee and Buyer have caused this Bill of Sale to be duly executed and accepted this 17th day of July, 2015.

SELLERS:

ASSIGNEE:



Howard B. Samuels, not individually, but solely
as Assignee for the Benefit of Creditors of
ReliefBand Medical Technologies, LLC

BUYER:

RELIEFBAND TECHNOLOGIES, LLC
(a Delaware limited liability company)

By: _____