

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438807

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Aethon, Inc.  |  | 07/10/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Carolina Logistics Services, LLC                   |                       |                       |
| <b>Street Address:</b>  | 635 Vine Street                                    |                       |                       |
| <b>City:</b>  | Winston-Salem                                      |                       |                       |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |                       |                       |
| <b>Postal Code:</b>   | 27101  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: NORTH CAROLINA          |                       |                       |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3958505  | AETHON MEDEX          |                       |
| <b>Serial Number:</b>   | 86505457   | IVSAFE                |                       |
| <b>Serial Number:</b>   | 87244901   | LABEX                 |                       |
| <b>Registration Number:</b>   | 5172611  | MEDEX                 |                       |
| <b>Registration Number:</b>   | 5176874  | TRAYSAFE              |                       |
| <b>Registration Number:</b>   | 5119906  | TUBESAFE              |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 4078412343   |                       |                       |
| <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>   | 4078412330   |                       |                       |
| <b>Email:</b>   | aimber@allendyer.com                               |                       |                       |
| <b>Correspondent Name:</b>  | Allison R. Imber                                   |                       |                       |
| <b>Address Line 1:</b>  | 255 S. Orange Ave.                                 |                       |                       |
| <b>Address Line 2:</b>  | Suite 1401   |                       |                       |
| <b>Address Line 4:</b>  | Orlando, FLORIDA 32801                             |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Allison R. Imber                                   |                       |                       |
| <b>SIGNATURE:</b>   | /Allison R. Imber/                                 |                       |                       |
| <b>DATE SIGNED:</b>   | 08/10/2017   |                       |                       |

OP \$165.00 3958505



source=TM Assignment Agmt Carolina Logistics#page48.tif  
source=TM Assignment Agmt Carolina Logistics#page49.tif  
source=TM Assignment Agmt Carolina Logistics#page50.tif  
source=TM Assignment Agmt Carolina Logistics#page51.tif  
source=TM Assignment Agmt Carolina Logistics#page52.tif  
source=TM Assignment Agmt Carolina Logistics#page53.tif  
source=TM Assignment Agmt Carolina Logistics#page54.tif  
source=TM Assignment Agmt Carolina Logistics#page55.tif  
source=TM Assignment Agmt Carolina Logistics#page56.tif  
source=TM Assignment Agmt Carolina Logistics#page57.tif  
source=TM Assignment Agmt Carolina Logistics#page58.tif  
source=TM Assignment Agmt Carolina Logistics#page59.tif  
source=TM Assignment Agmt Carolina Logistics#page60.tif  
source=TM Assignment Agmt Carolina Logistics#page61.tif  
source=TM Assignment Agmt Carolina Logistics#page62.tif  
source=TM Assignment Agmt Carolina Logistics#page63.tif  
source=TM Assignment Agmt Carolina Logistics#page64.tif  
source=TM Assignment Agmt Carolina Logistics#page65.tif  
source=TM Assignment Agmt Carolina Logistics#page66.tif  
source=TM Assignment Agmt Carolina Logistics#page67.tif  
source=TM Assignment Agmt Carolina Logistics#page68.tif  
source=TM Assignment Agmt Carolina Logistics#page69.tif  
source=TM Assignment Agmt Carolina Logistics#page70.tif  
source=TM Assignment Agmt Carolina Logistics#page71.tif  
source=TM Assignment Agmt Carolina Logistics#page72.tif  
source=TM Assignment Agmt Carolina Logistics#page73.tif  
source=TM Assignment Agmt Carolina Logistics#page74.tif  
source=TM Assignment Agmt Carolina Logistics#page75.tif

**ASSET PURCHASE AGREEMENT**

**by and between**

**CAROLINA LOGISTICS SERVICES, LLC  
and**

**AETHON, INC.**

**July 10, 2017**





**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is dated as of July 10, 2017, by and between Carolina Logistics Services, LLC, a North Carolina limited liability company ("Purchaser"), and Aethon, Inc., a Delaware corporation ("Seller").

**PREAMBLE**

**WHEREAS**, Seller is engaged in the business of designing, developing, manufacturing, selling, licensing, distributing and providing medication delivery tracking and chain of custody compliance and automated cart/tray medication supply replenishment software and hardware products, including the MedEx Products, and services related thereto for health care facilities (collectively, the "MedEx Business");

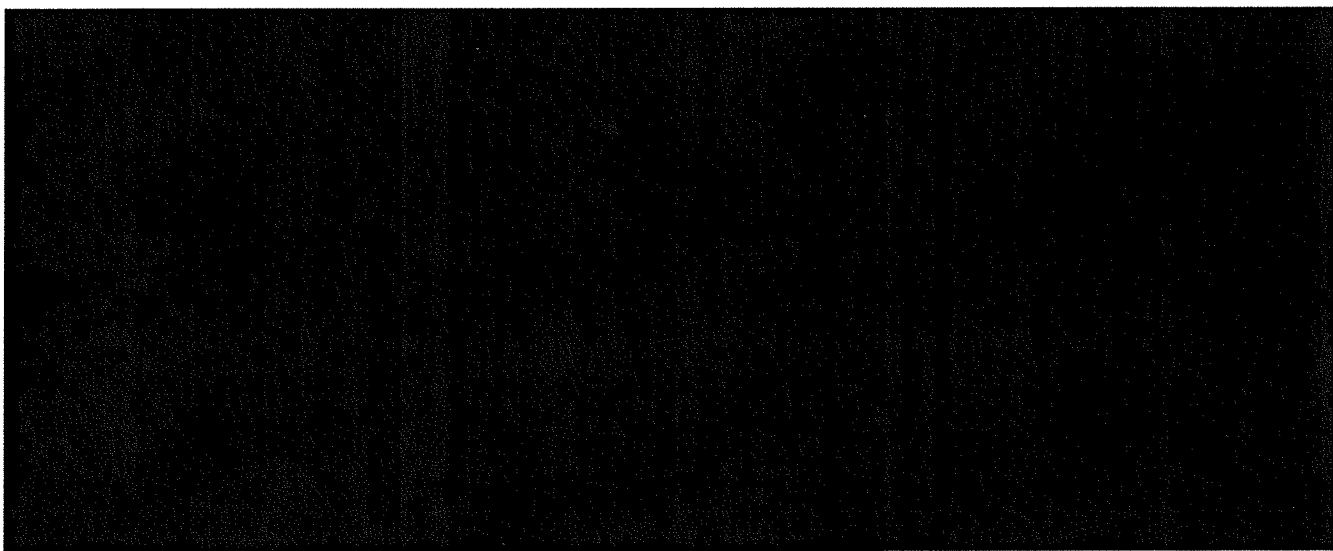
**WHEREAS**, Seller desires to sell, and Purchaser desires to acquire, from Seller the MedEx Business, its operations and substantially all the assets of Seller primarily used therein all upon the terms and subject to the conditions set forth herein (the "Acquisition"); and

**NOW, THEREFORE**, in consideration of the above and the mutual warranties, representations, covenants and agreements set forth herein, the parties agree as follows:

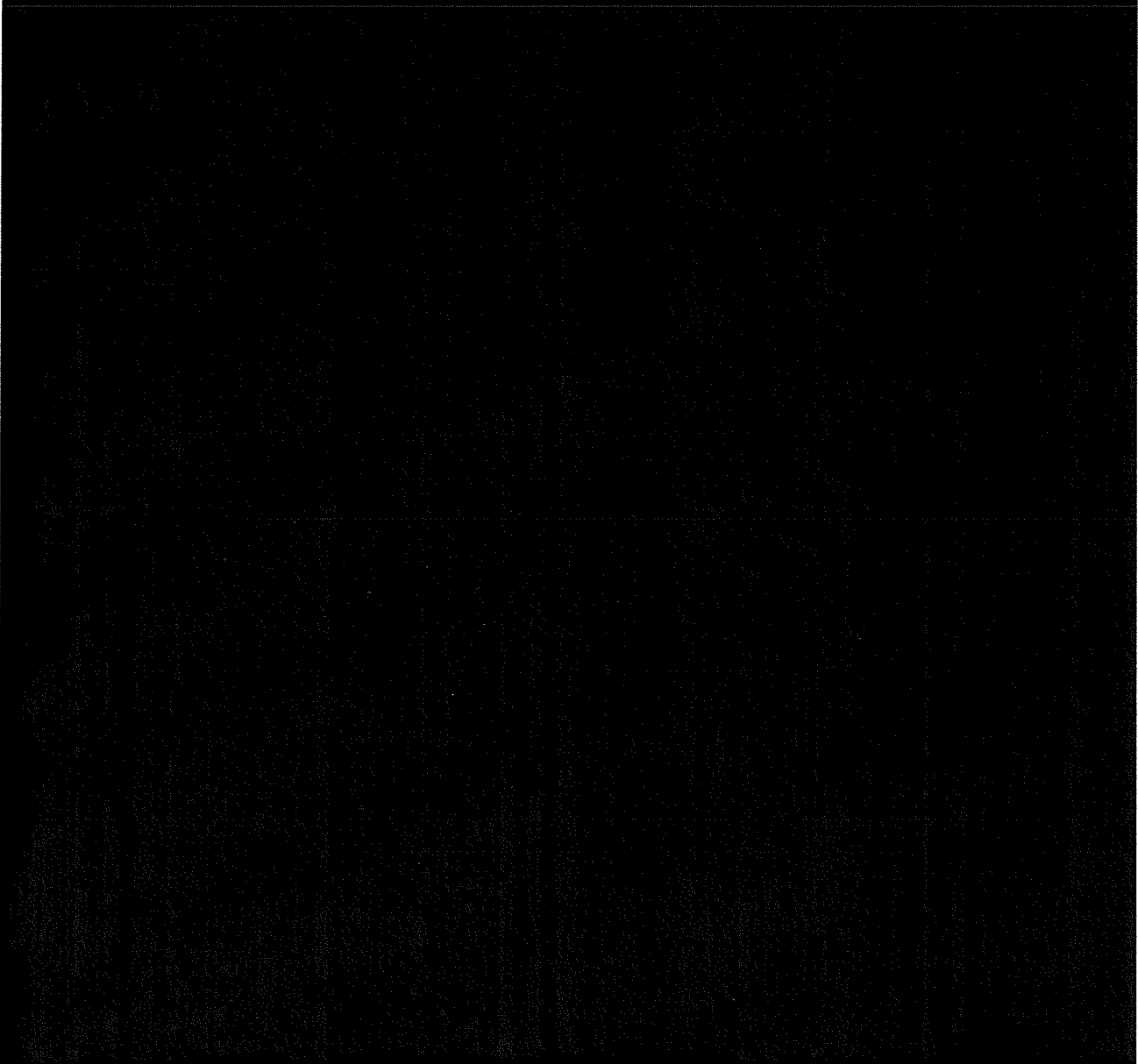
**ARTICLE 1  
PURCHASE AND SALE**

1.1 Purchased Assets; Excluded Assets.

(a) Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser free and clear of all Liens (other than Permitted Liens), and Purchaser hereby purchases from Seller, all of the right, title and interest of Seller in and to (x) the MedEx Business and all of the goodwill related to the MedEx Business and (y) all of the assets, properties and rights of Seller exclusively relating to or exclusively used by Seller in the conduct of the MedEx Business, directly or indirectly, in whole or in part, of every type and description, real, personal or mixed, tangible and intangible, wherever located and whether or not reflected on the books of Seller, including, without limitation, the following, as the same exists as of the date hereof (in all cases, other than the Excluded Assets):



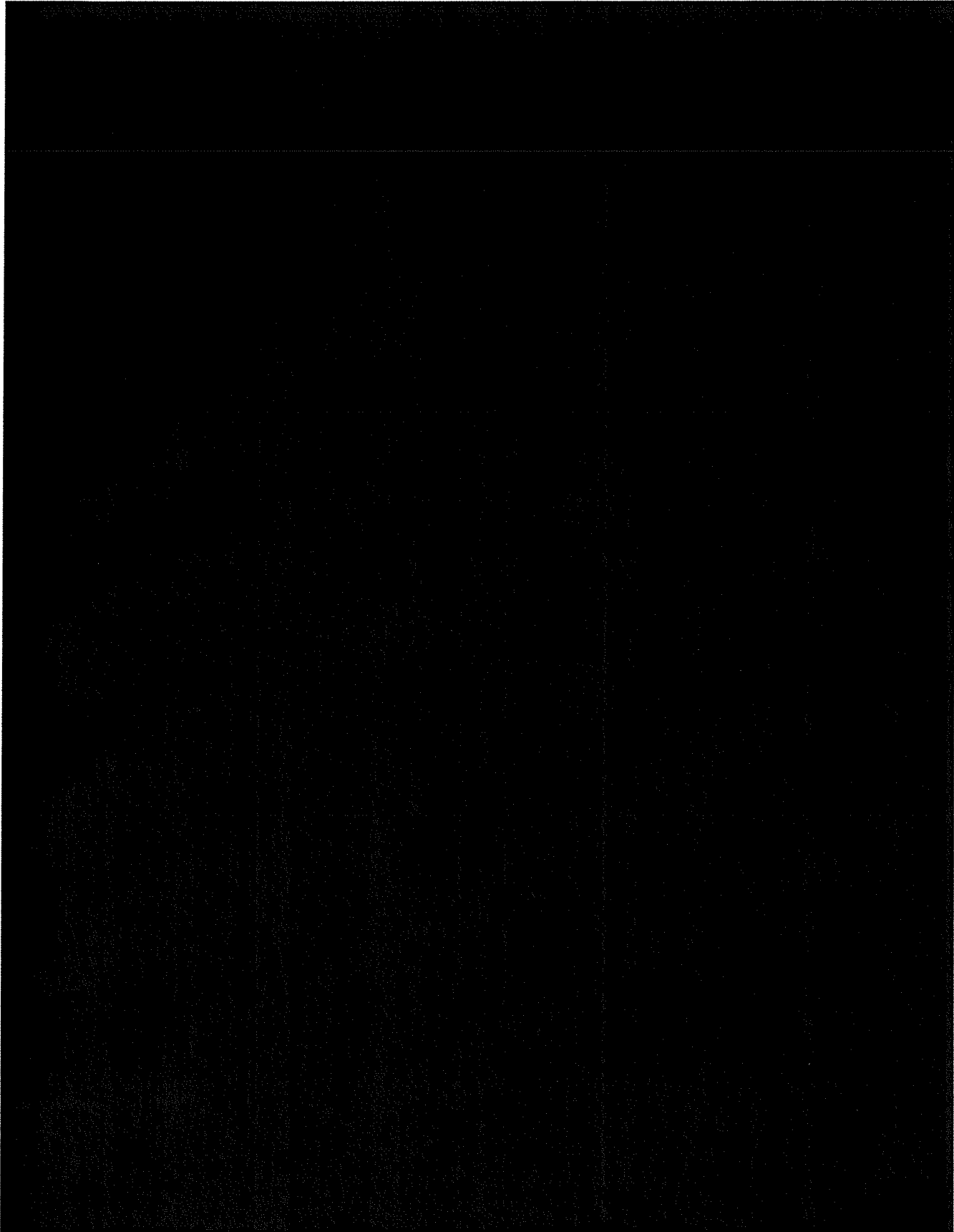
(v) all MedEx Intellectual Property and MedEx Software, together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past or future infringements or misappropriations thereof) with respect thereto, the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property;

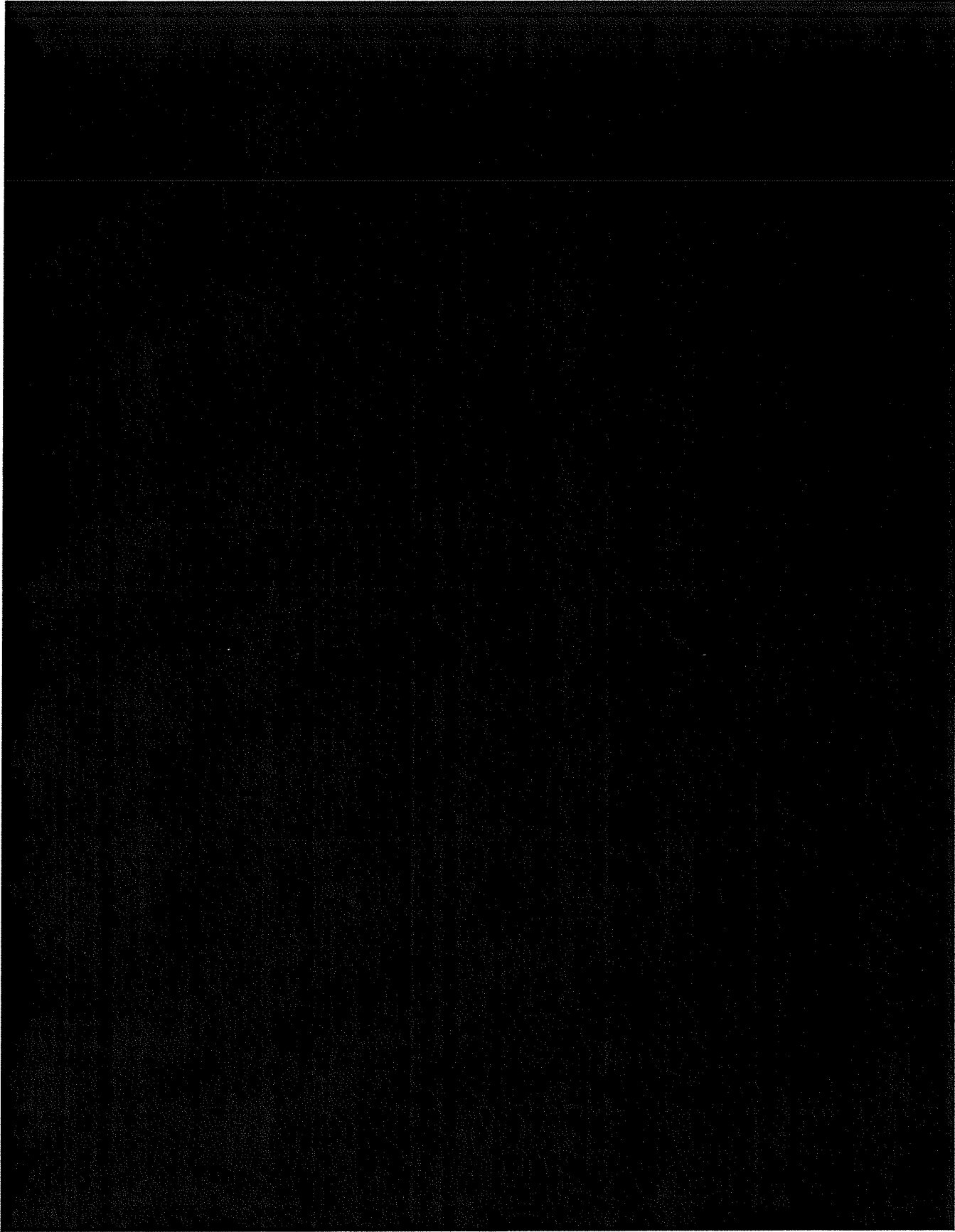


(xiv) all of the goodwill and other intangible property of Seller that are exclusively related to the MedEx Business and/or the foregoing items; and

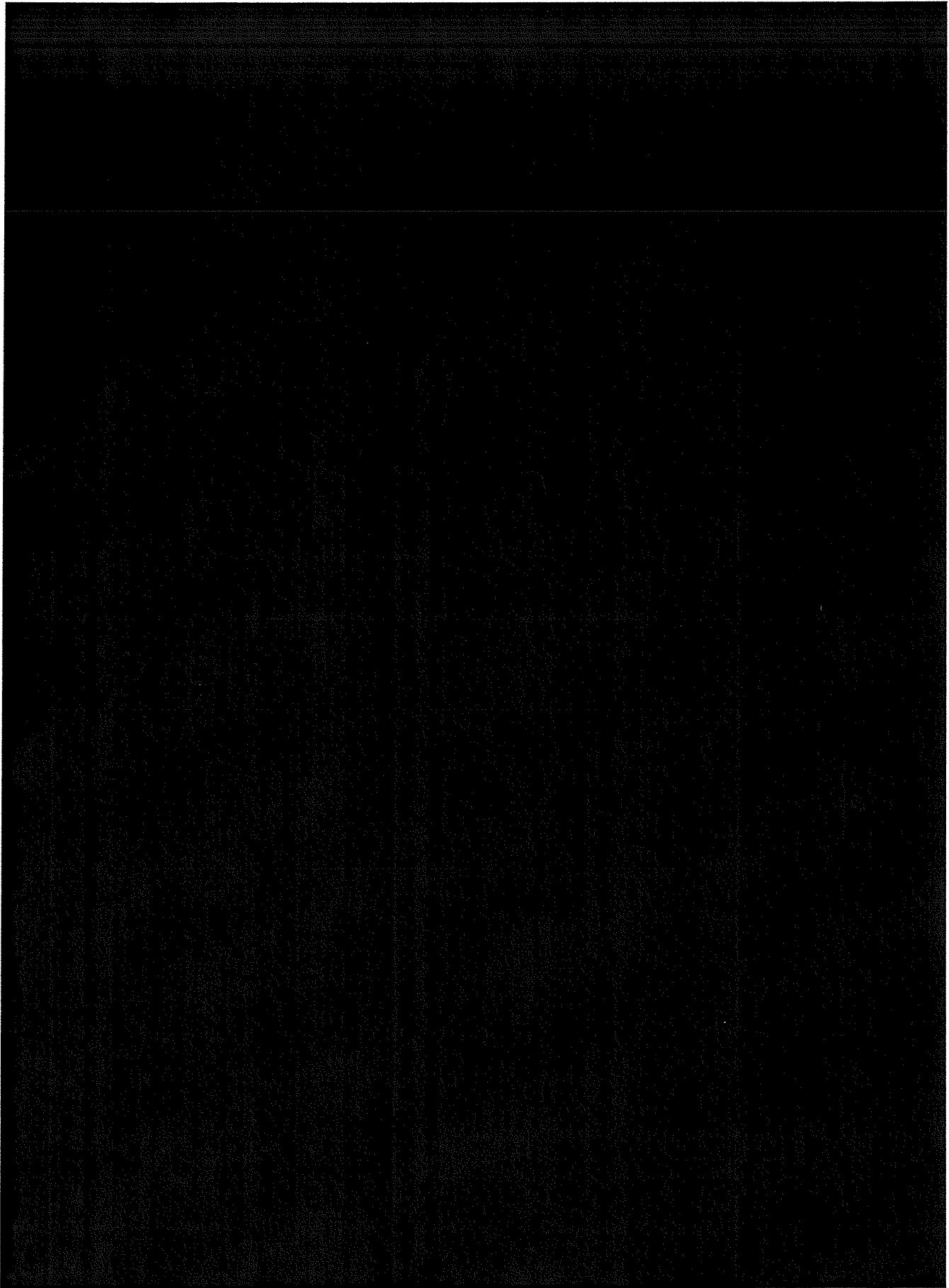


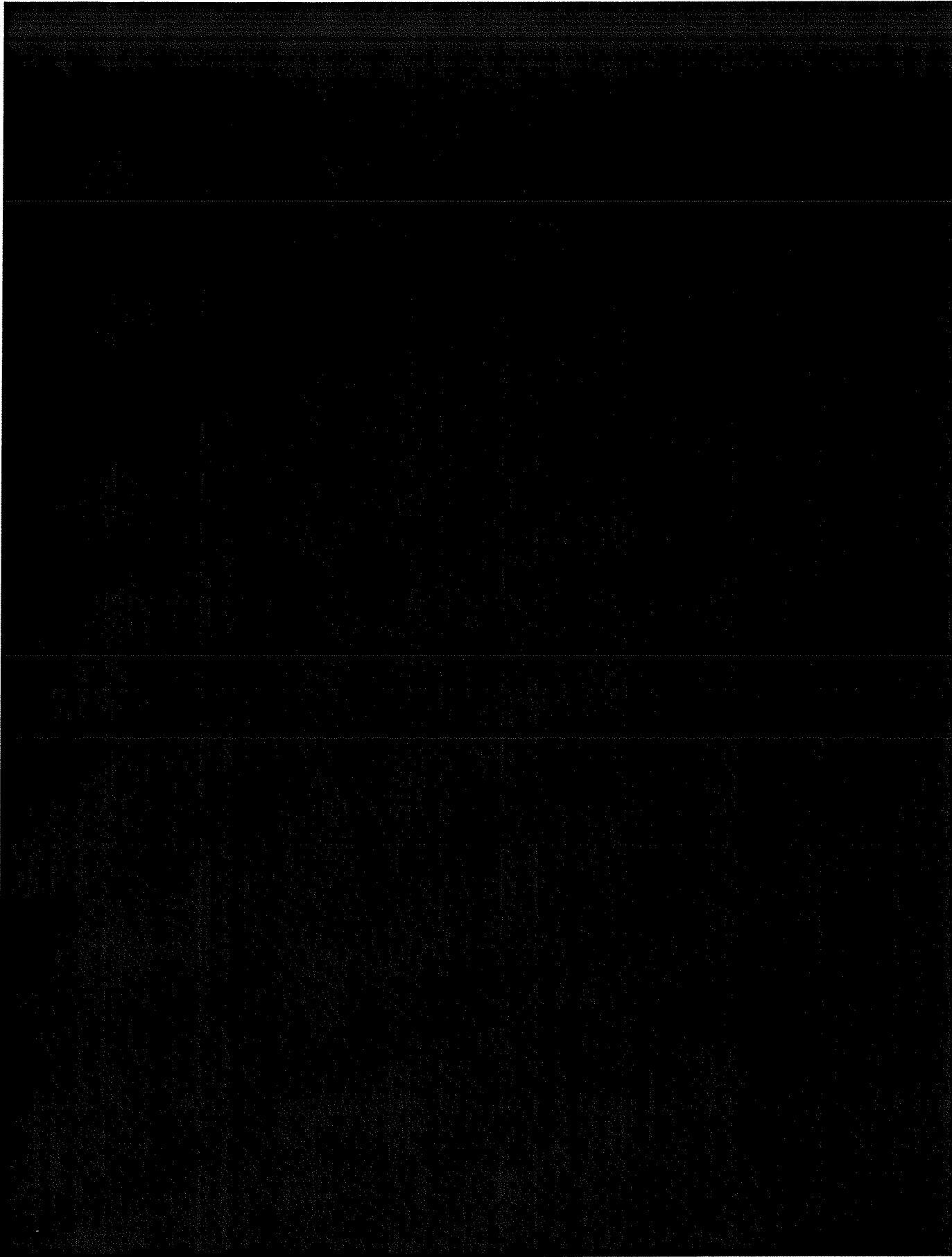


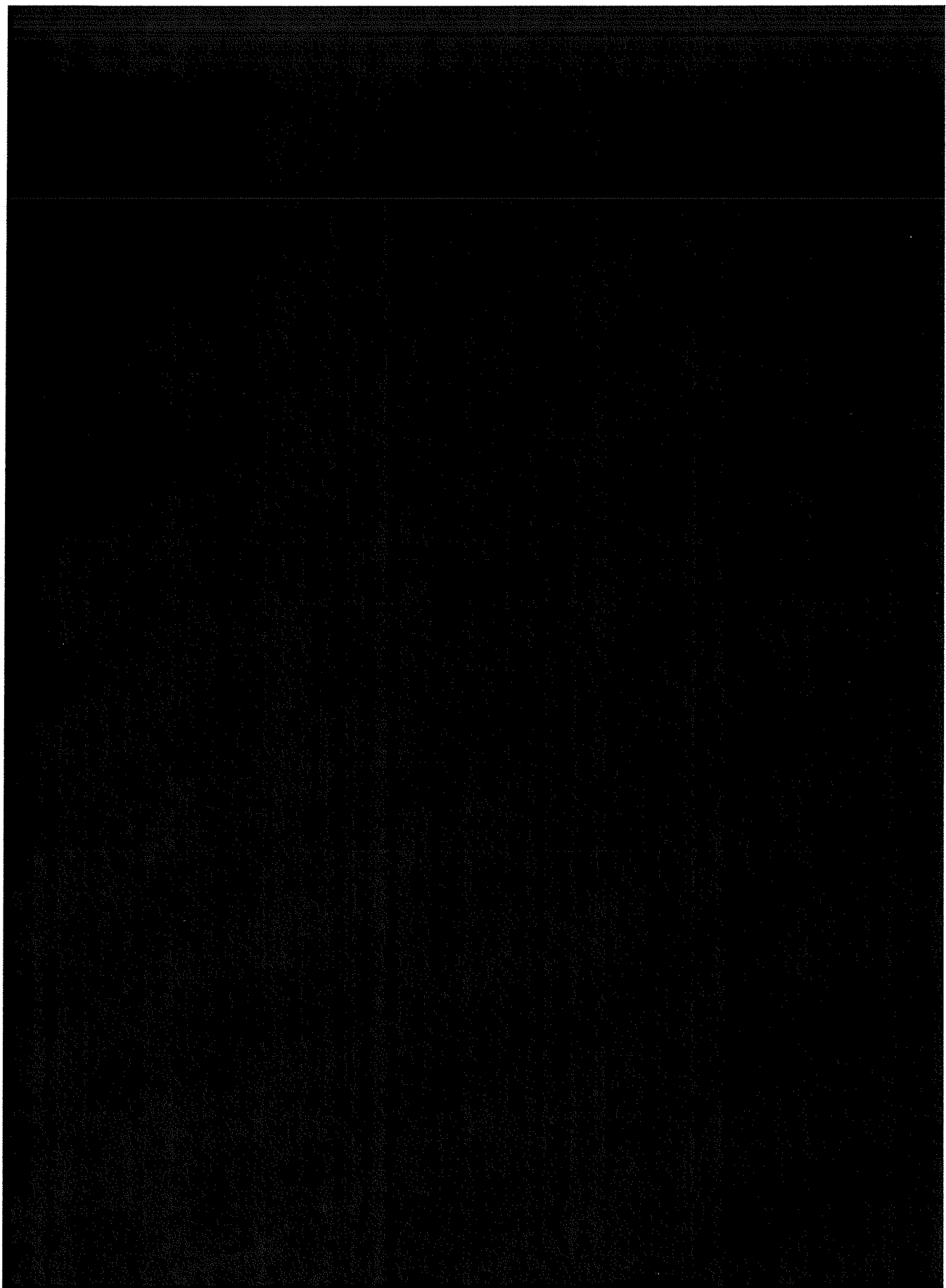


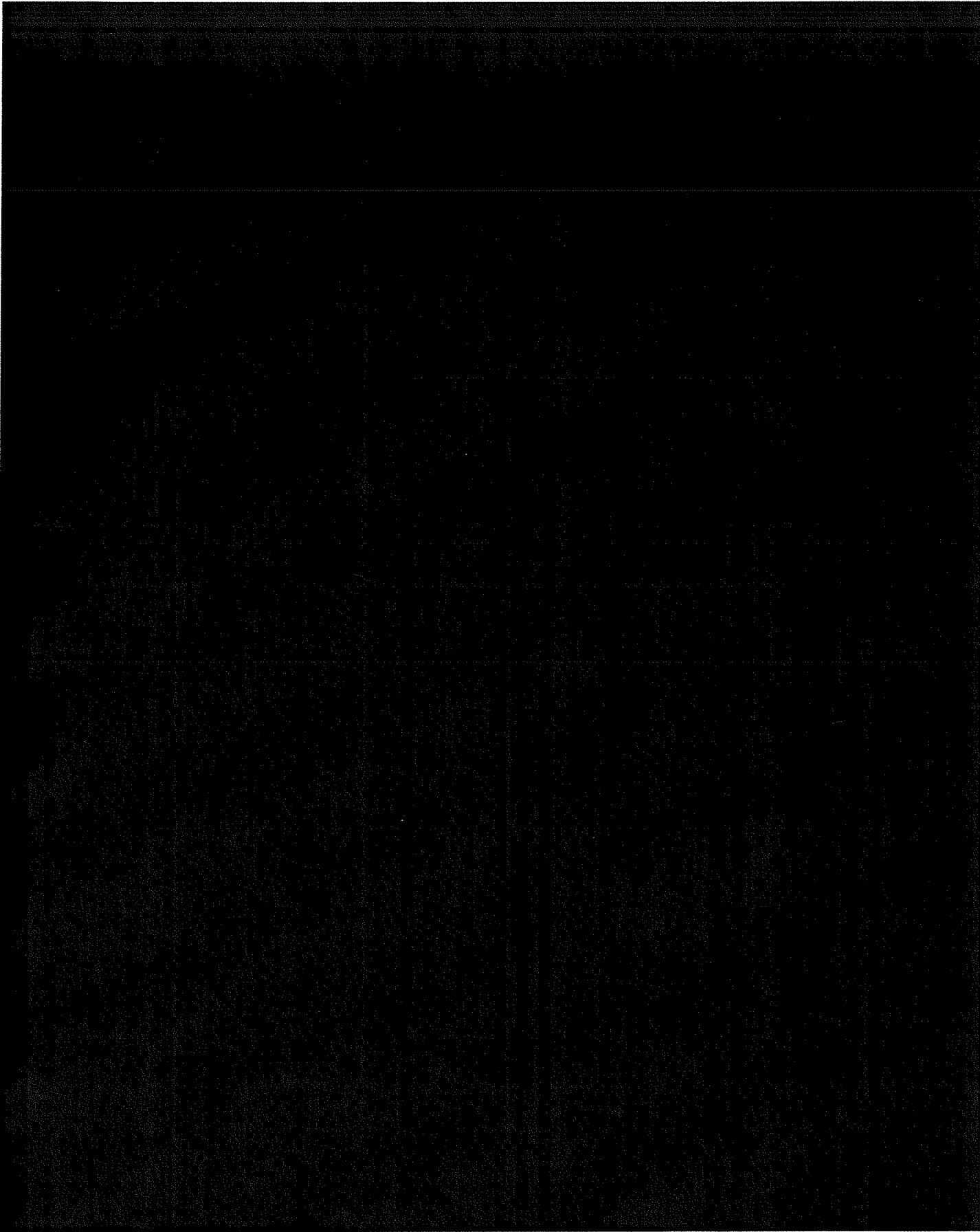


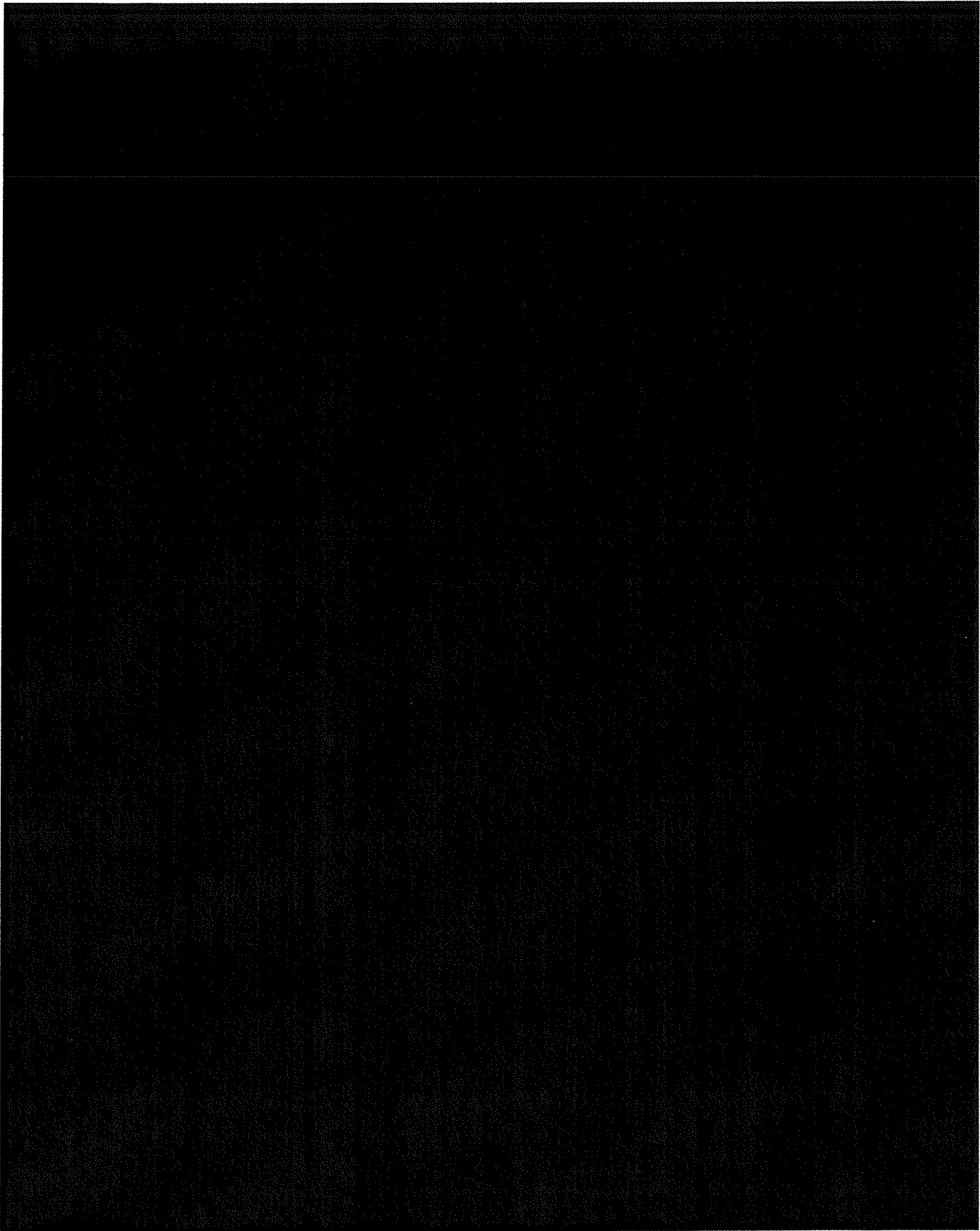




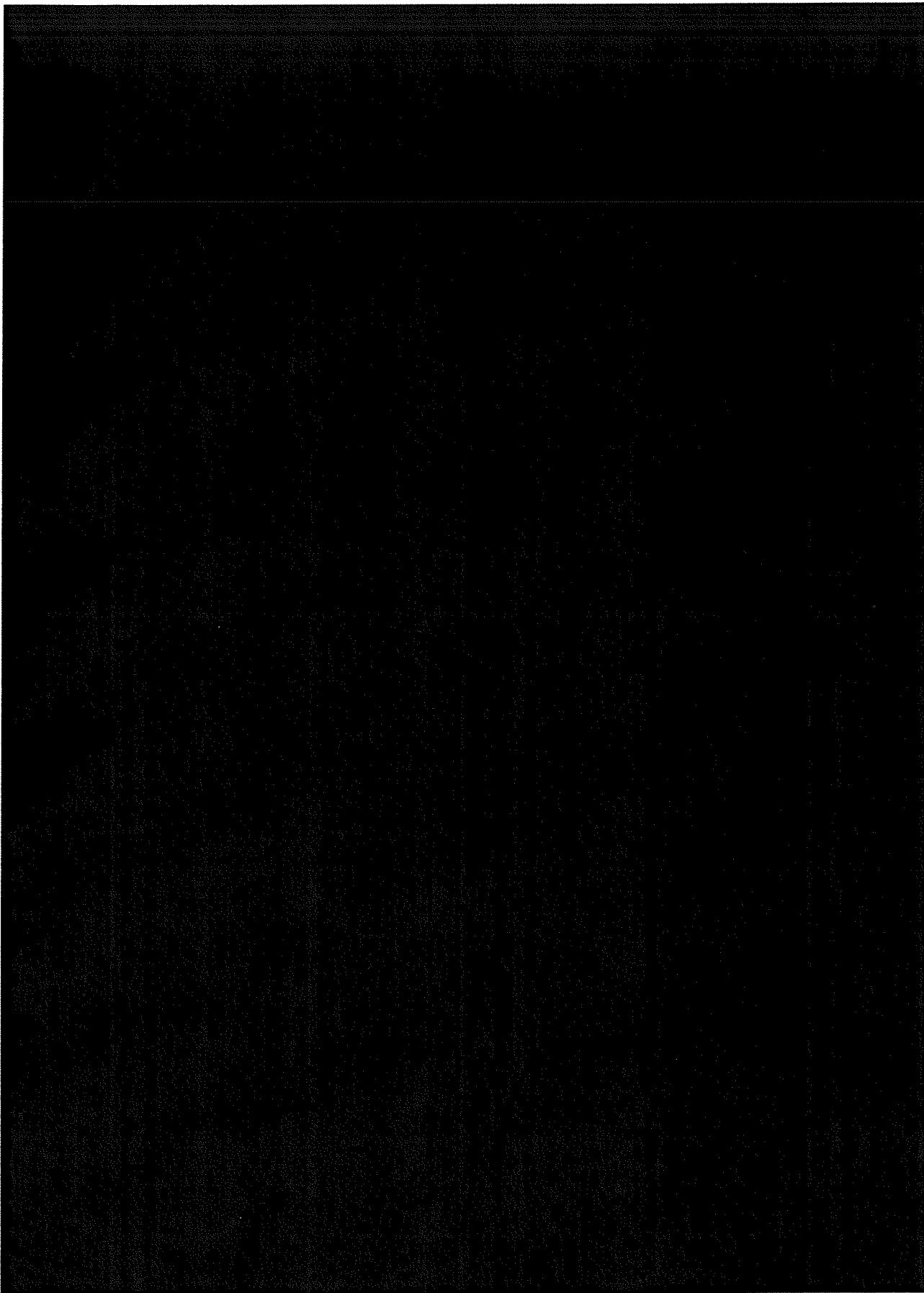


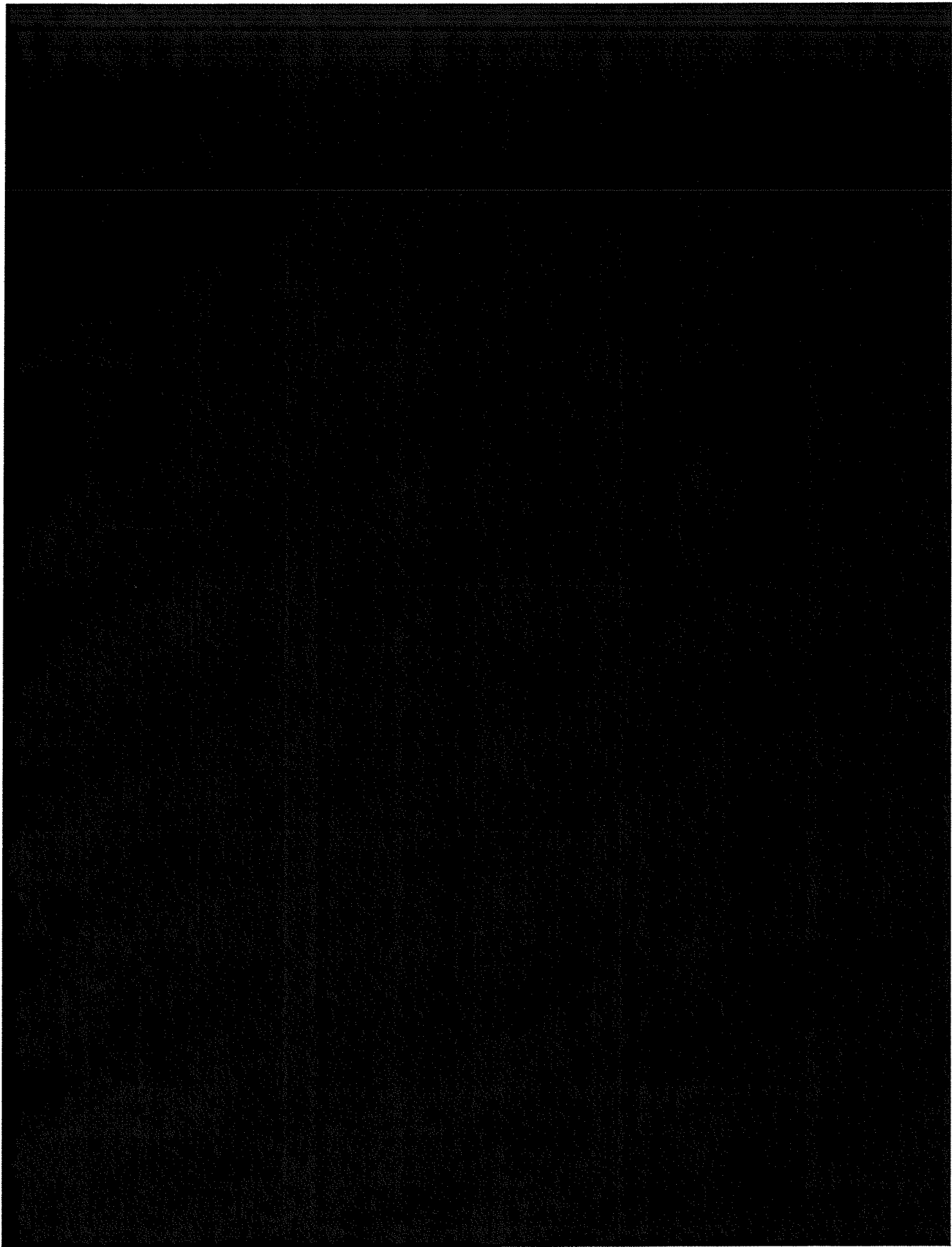


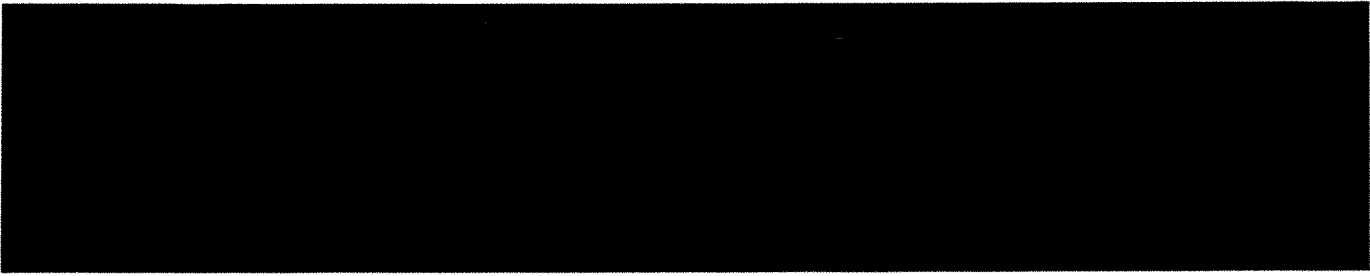






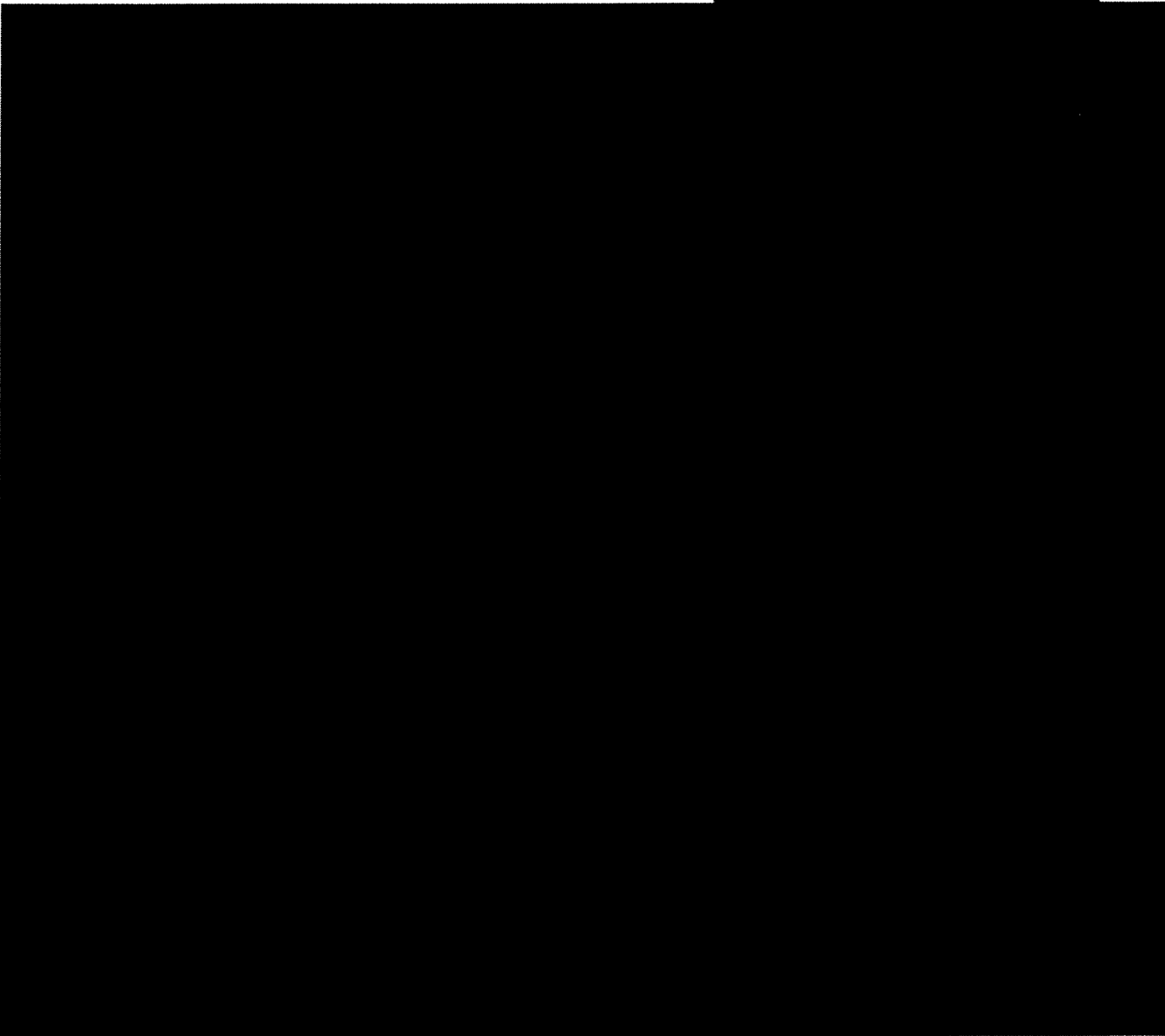


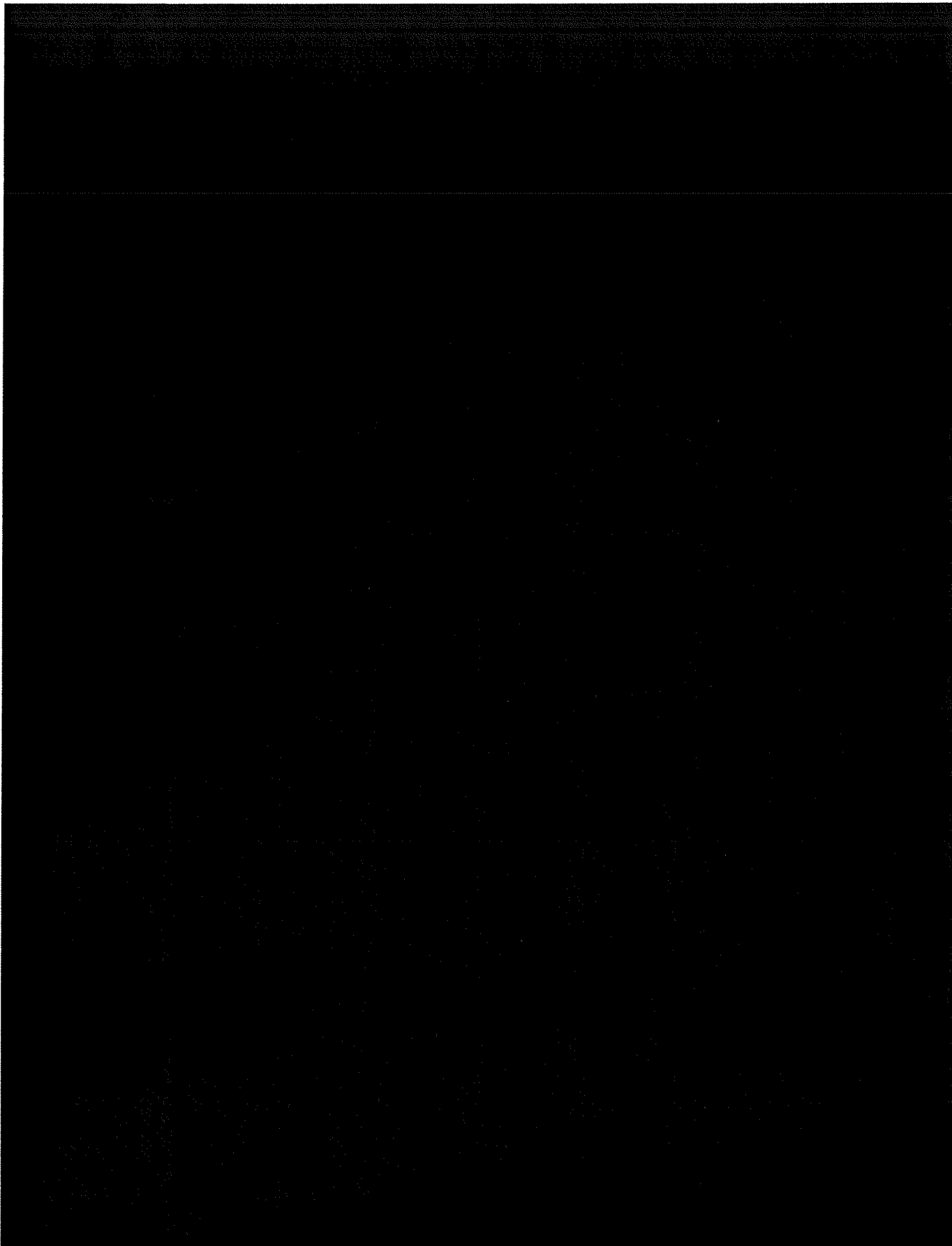


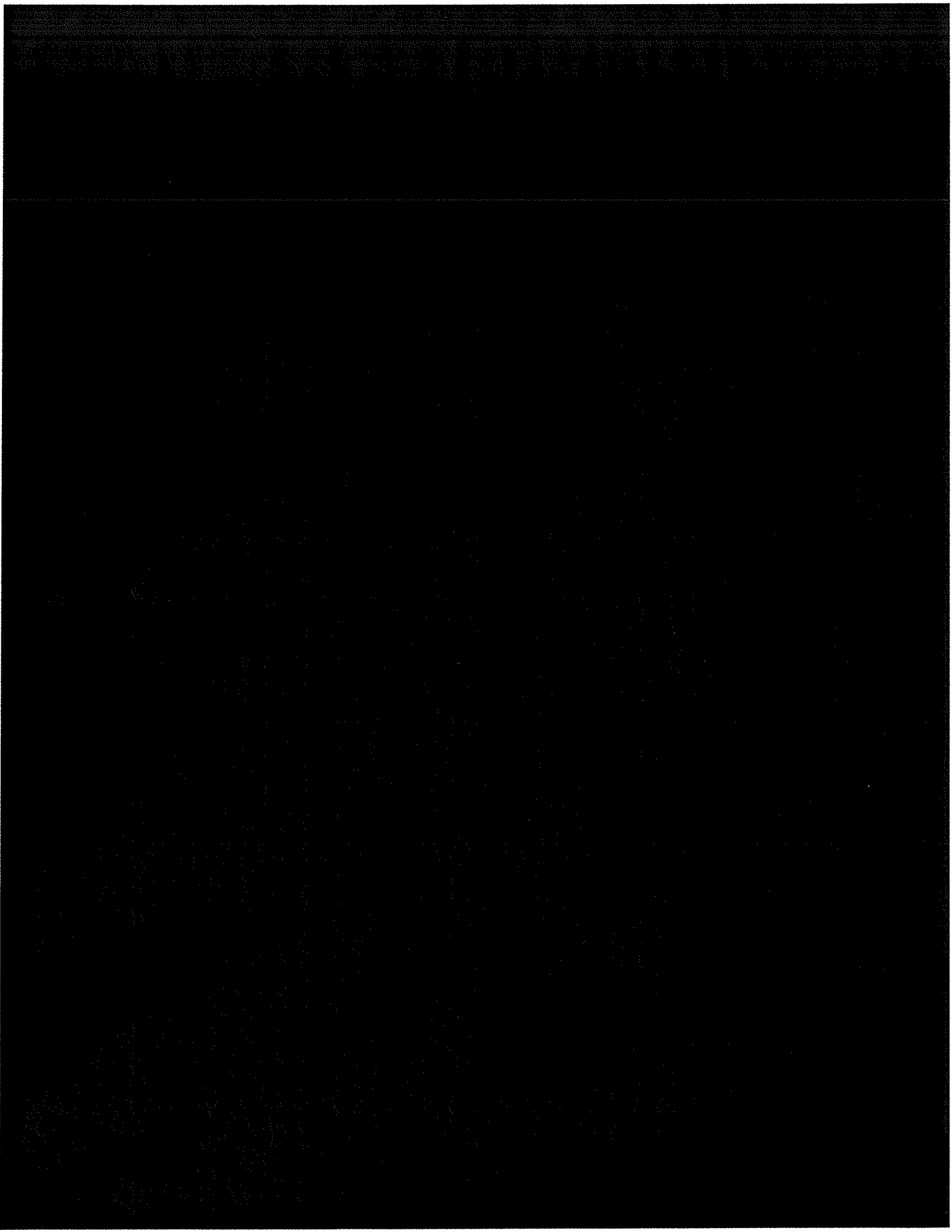


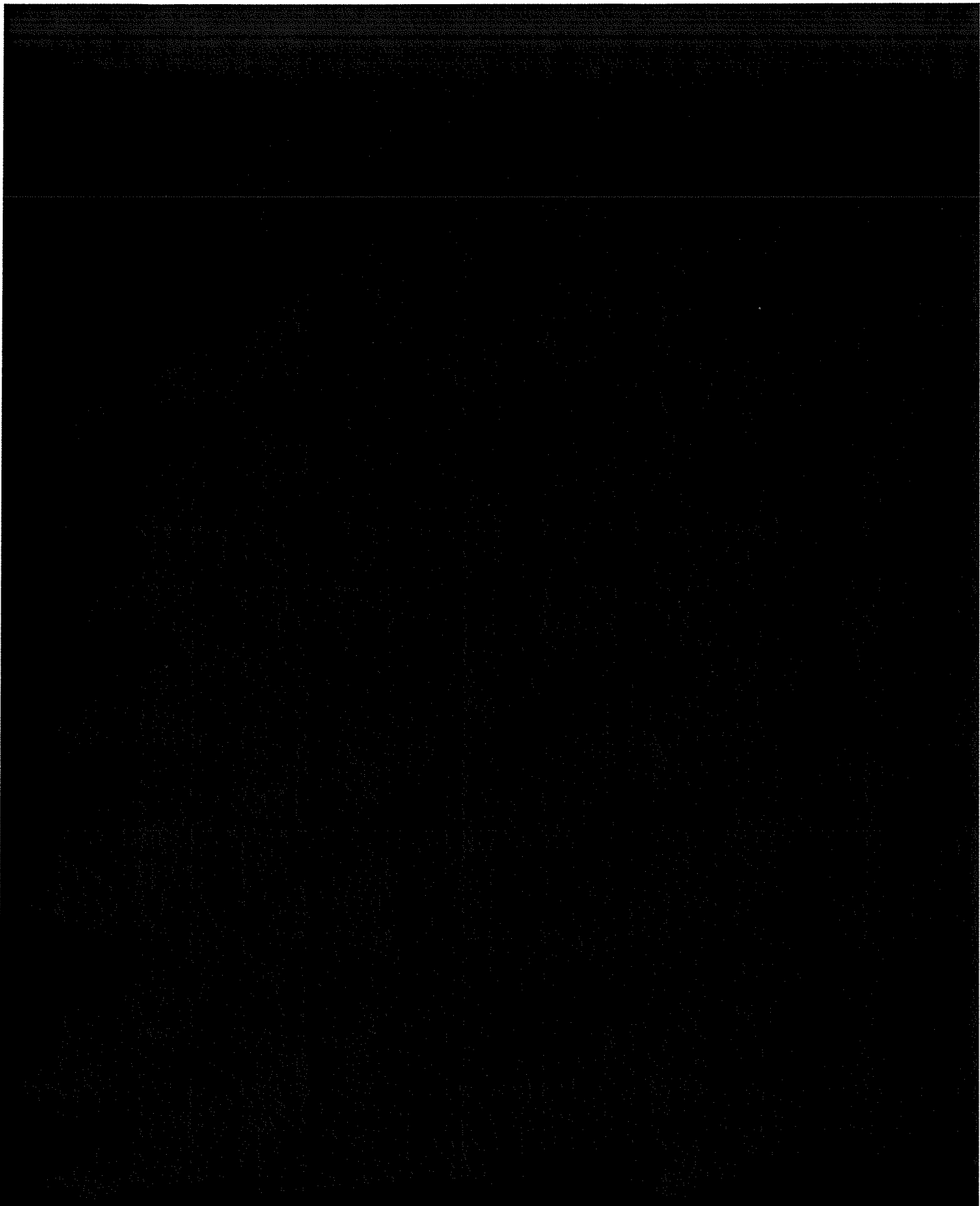
2.11 Intellectual Property Rights.

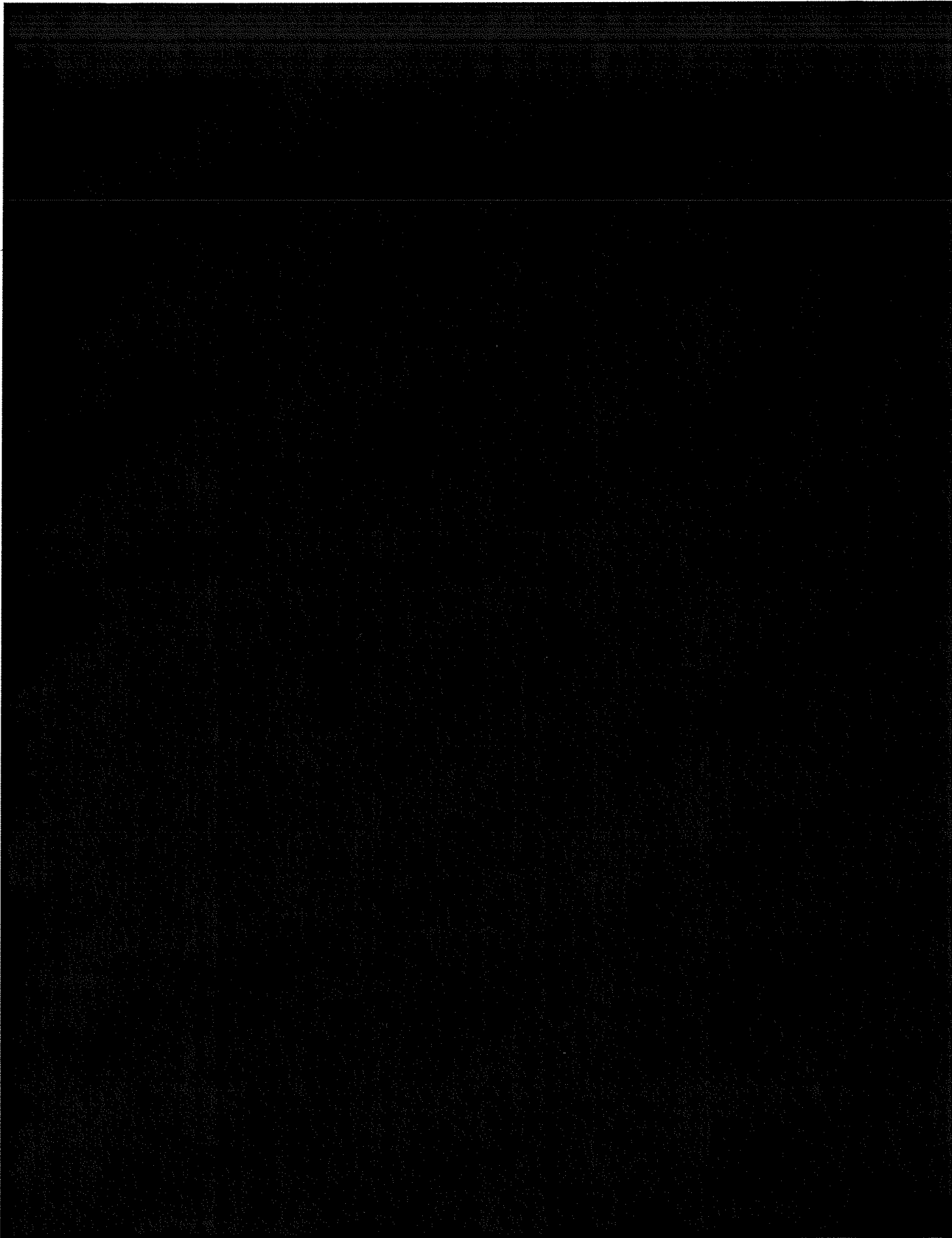
(a) Seller exclusively owns all Intellectual Property and technology purported to be owned by it, including the MedEx Owned Intellectual Property set forth on Schedule 2.11(b) ("MedEx Owned Intellectual Property"), and exclusively owns, or has a valid, enforceable right to use, all Intellectual Property used by Seller primarily in, or necessary to, the conduct of the MedEx Business as currently conducted by Seller (collectively, the "MedEx Intellectual Property"), in each case, free and clear of all Liens or other restrictions, other than Permitted Liens.

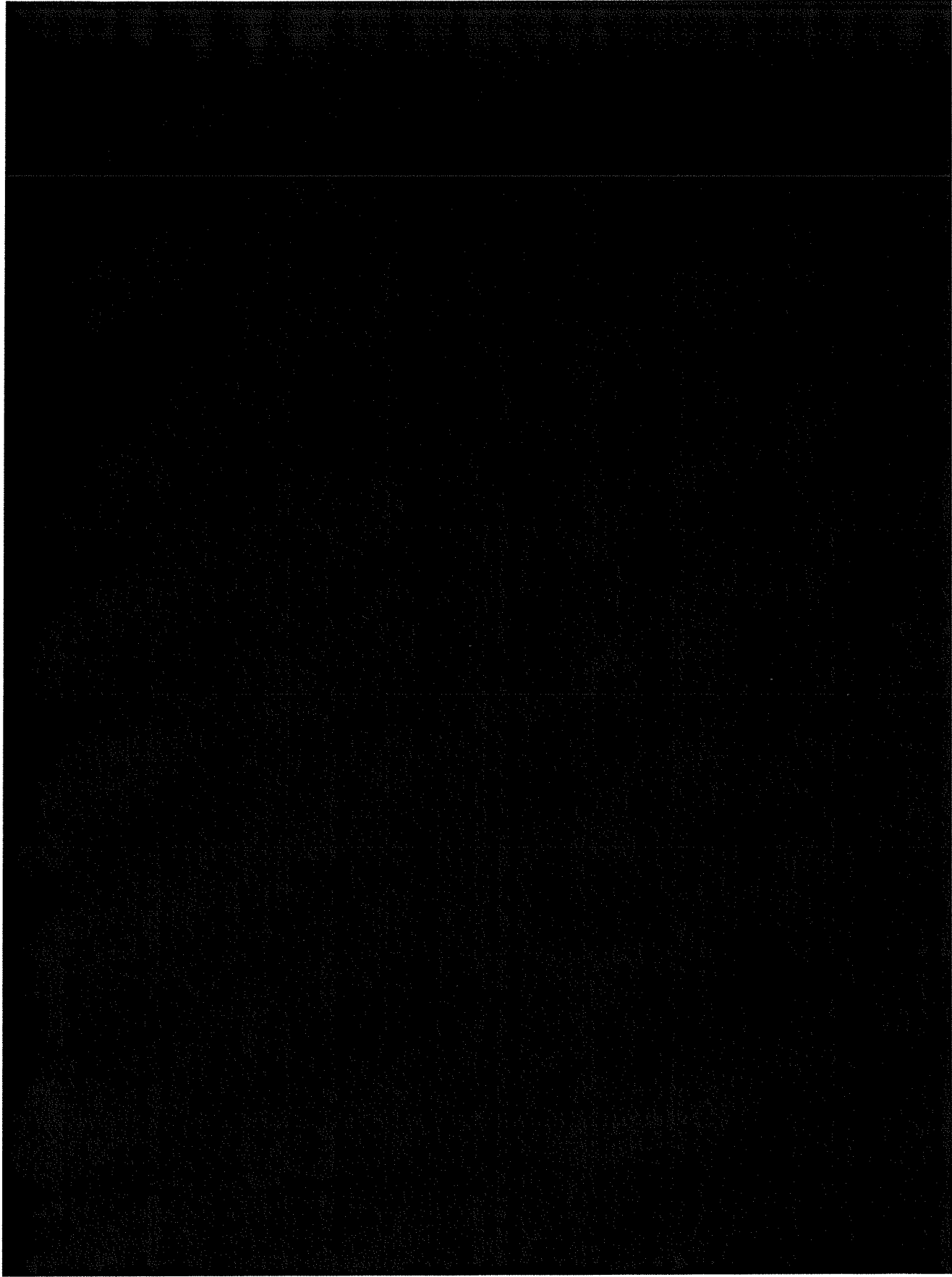




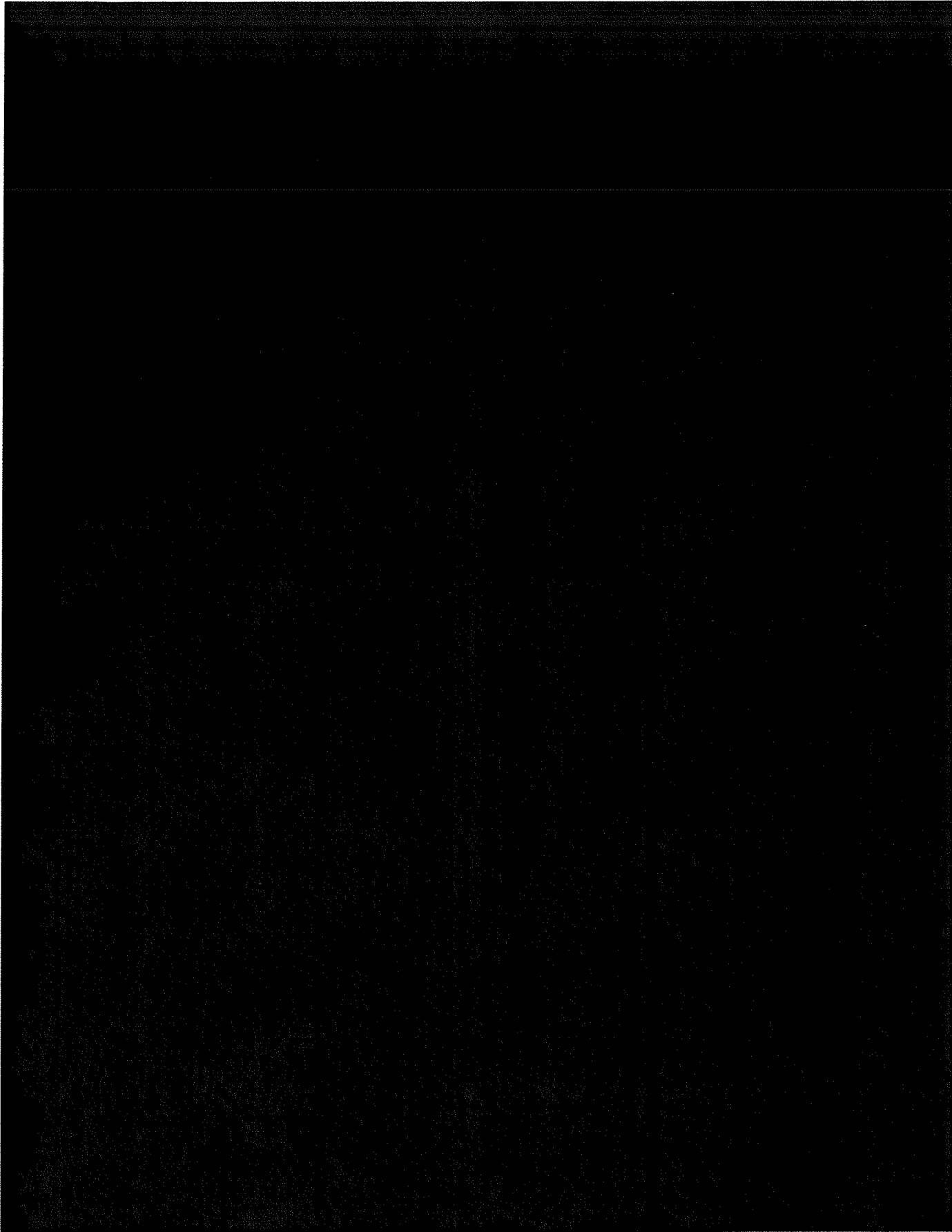


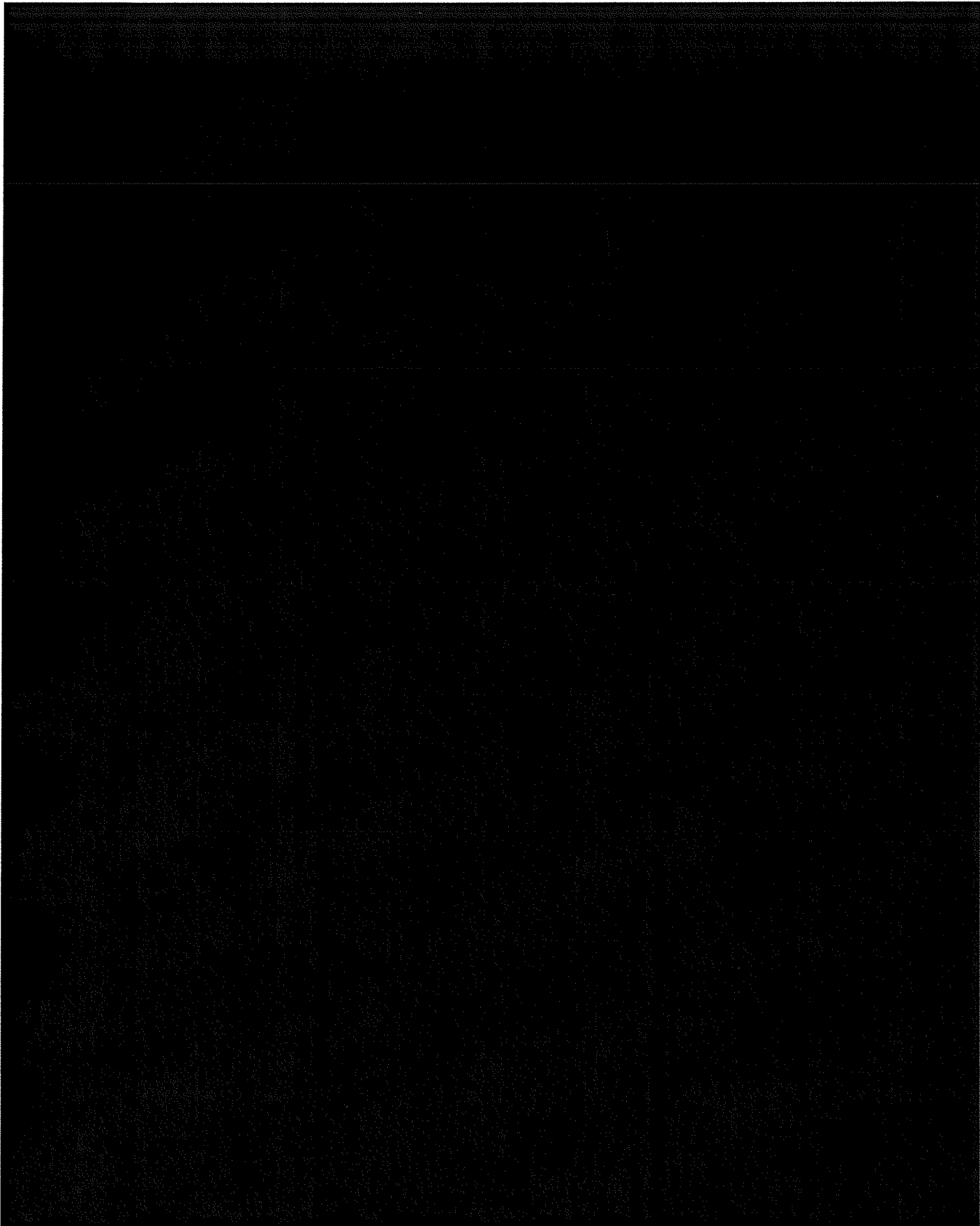


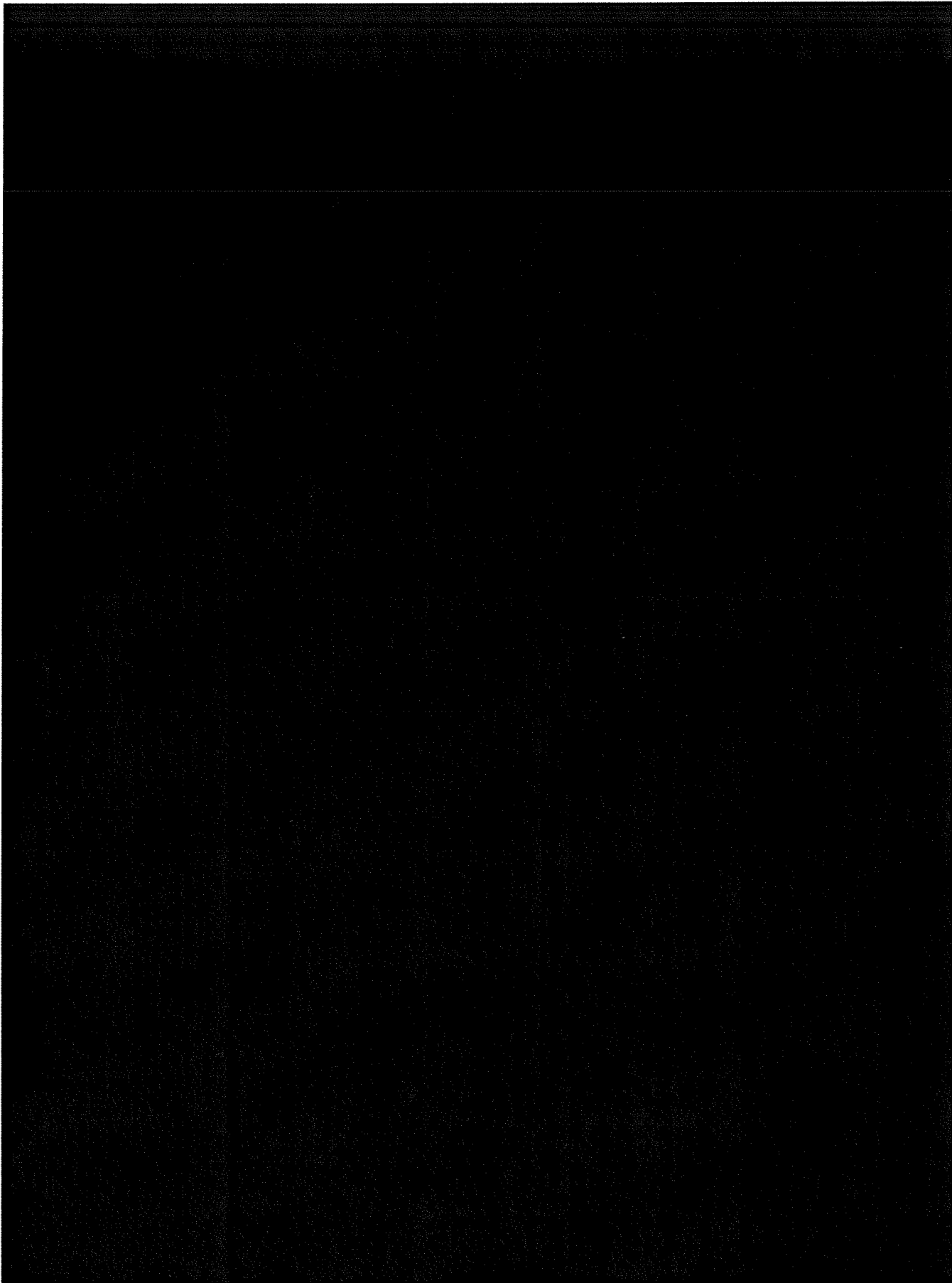


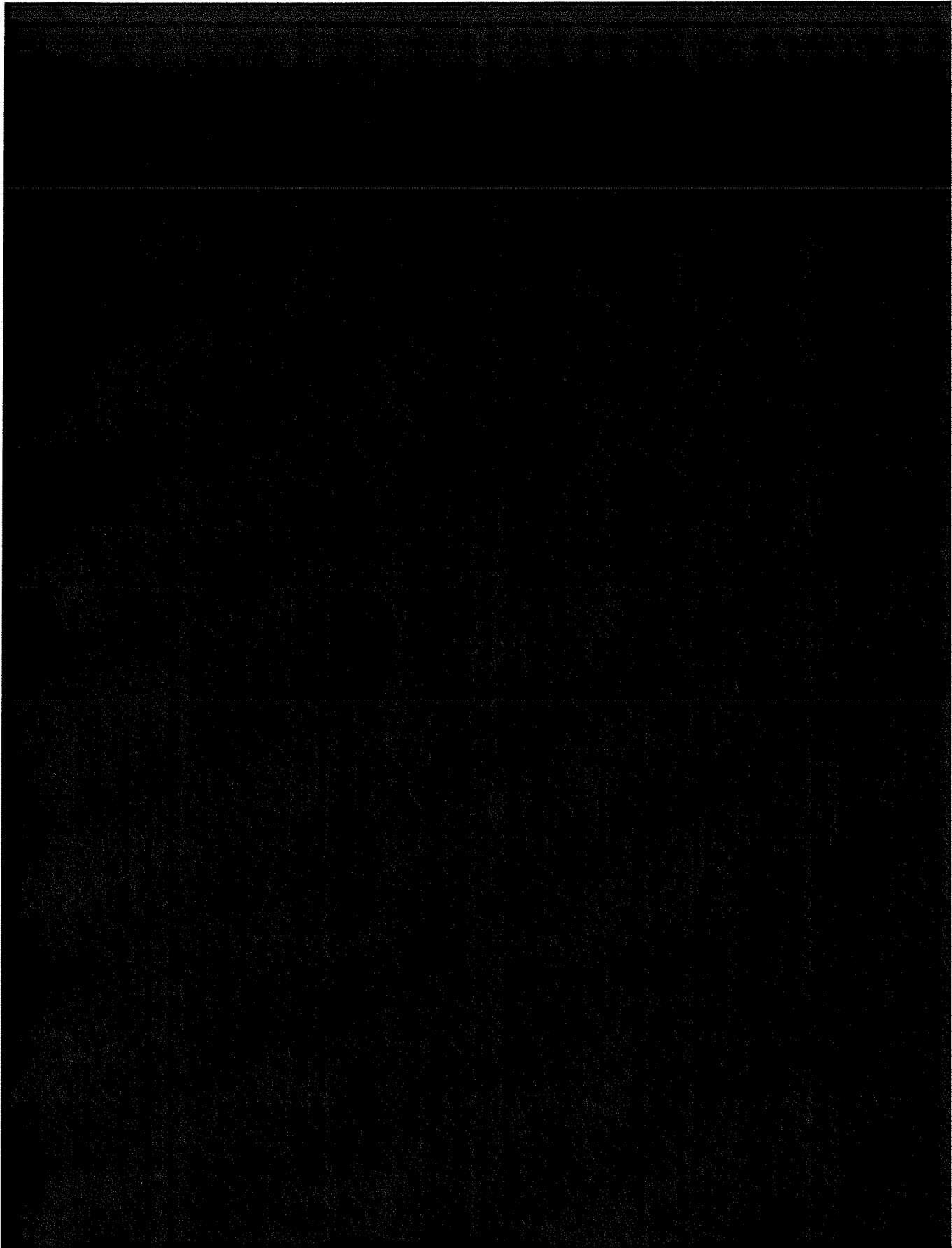


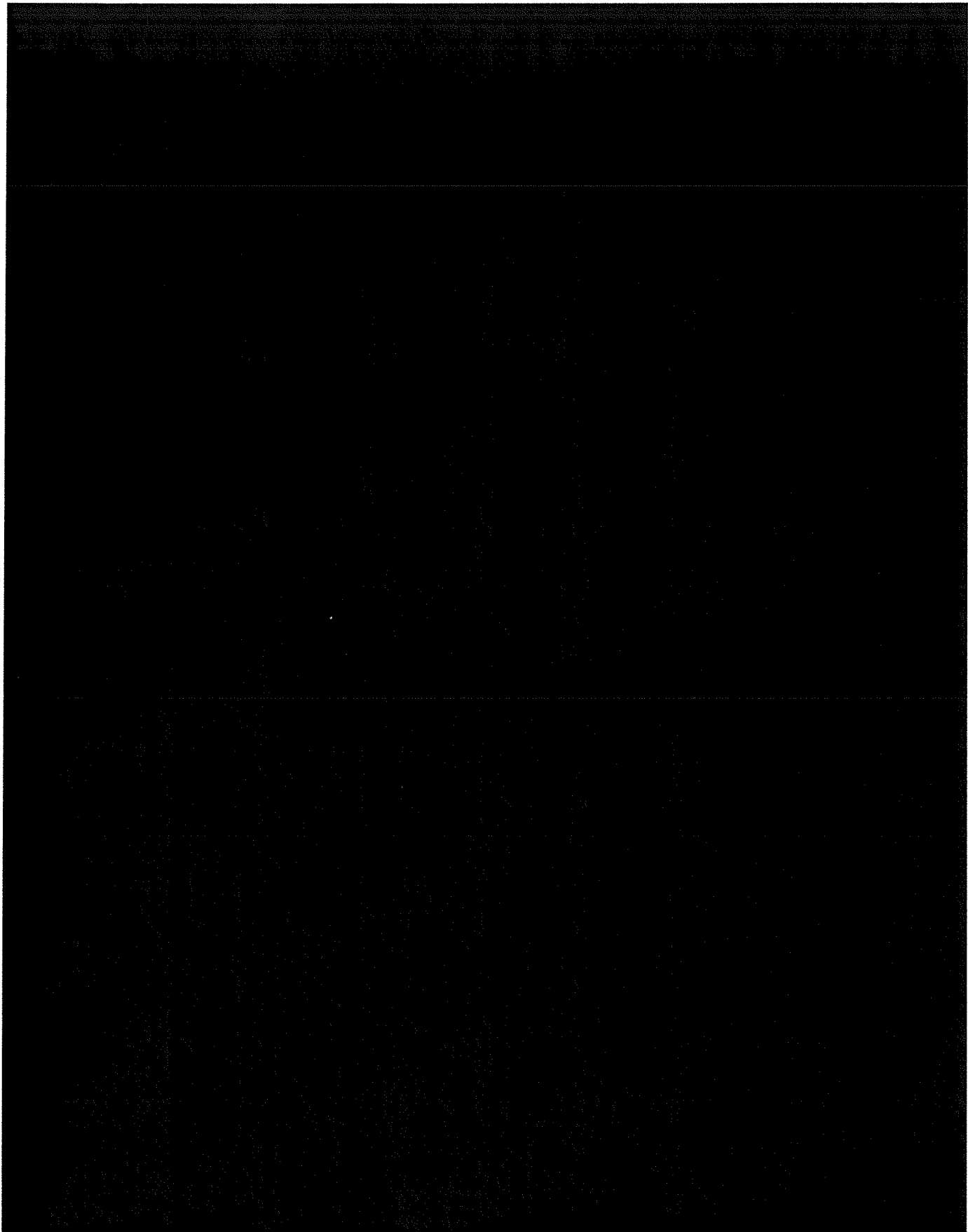


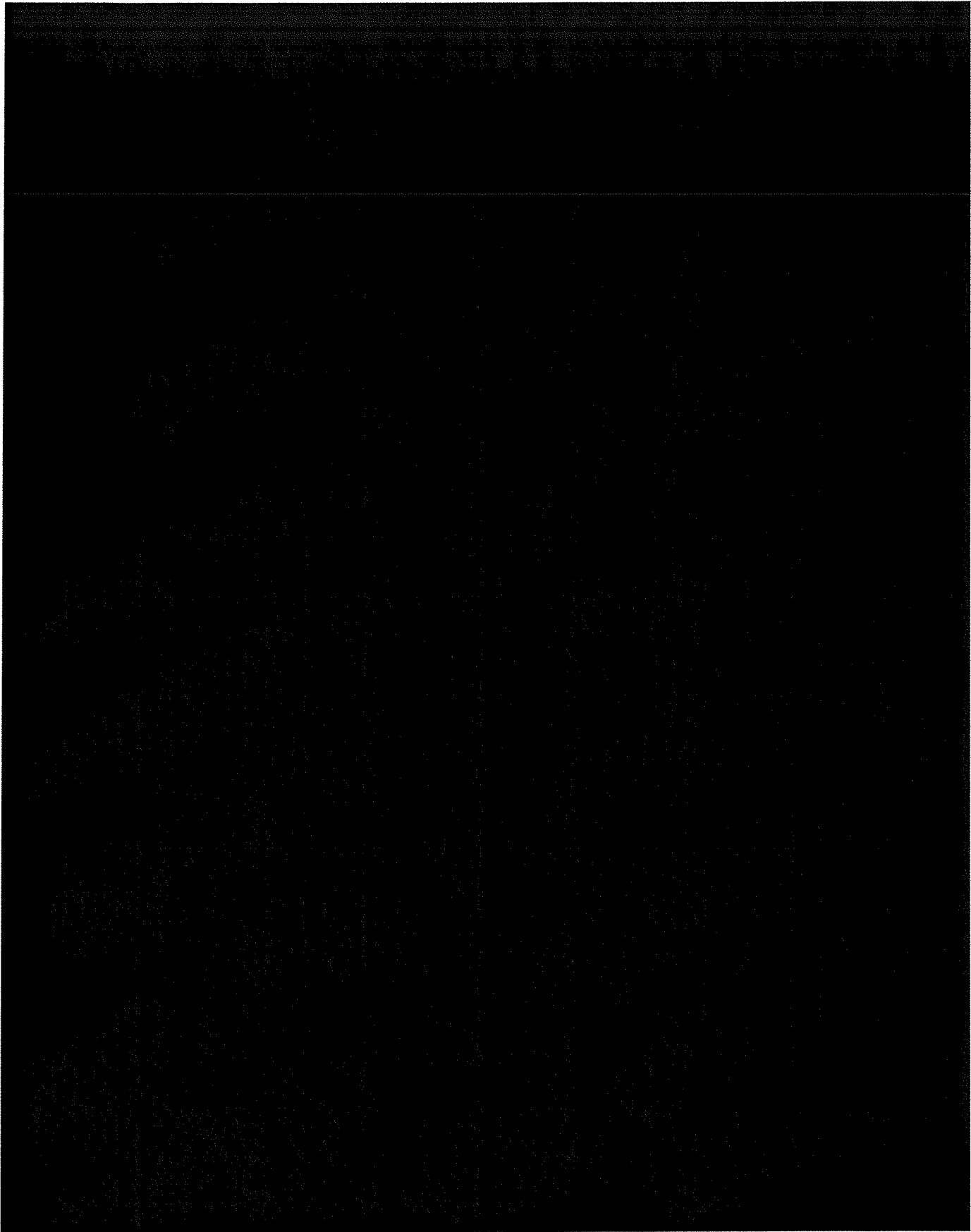


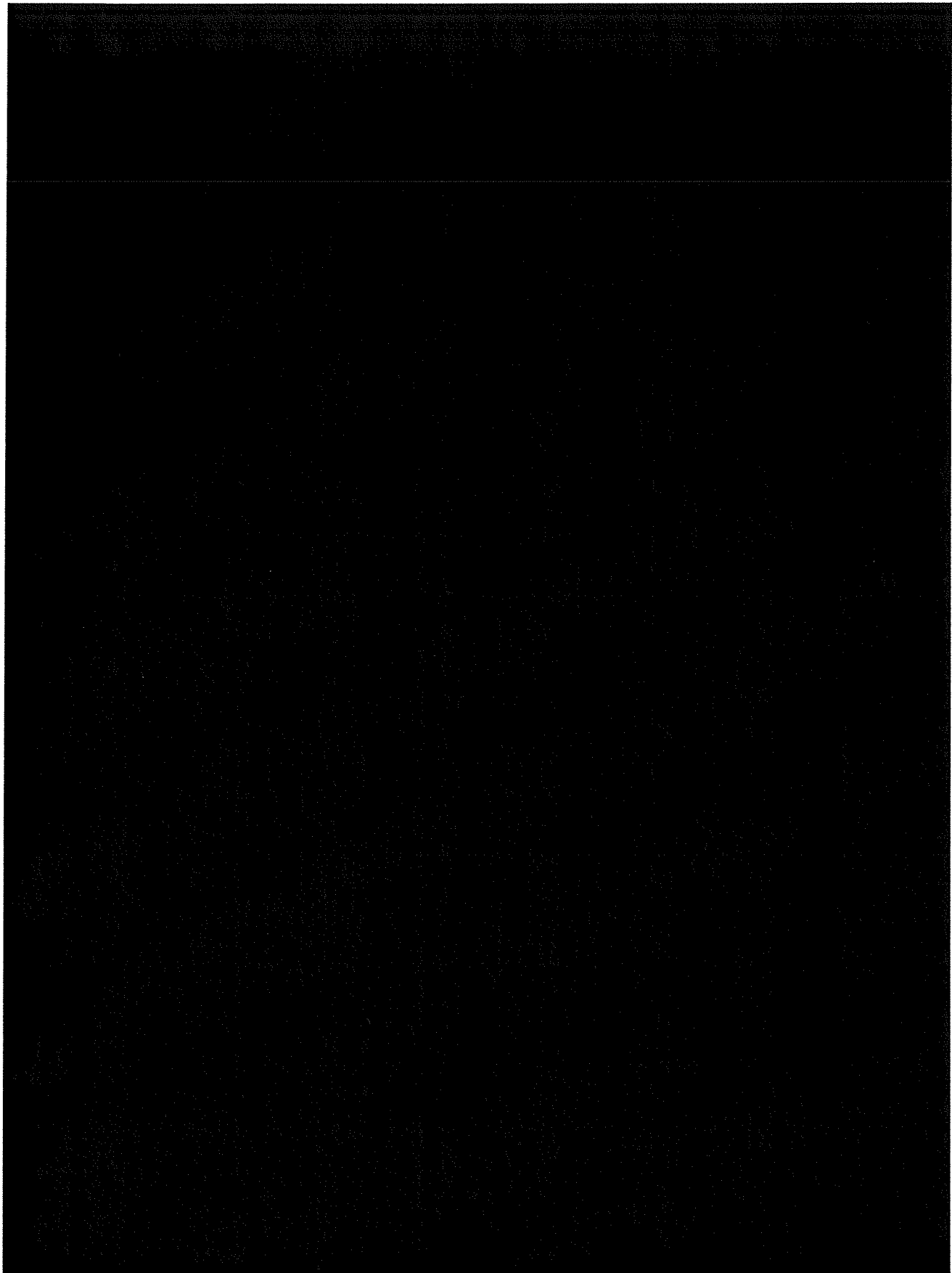


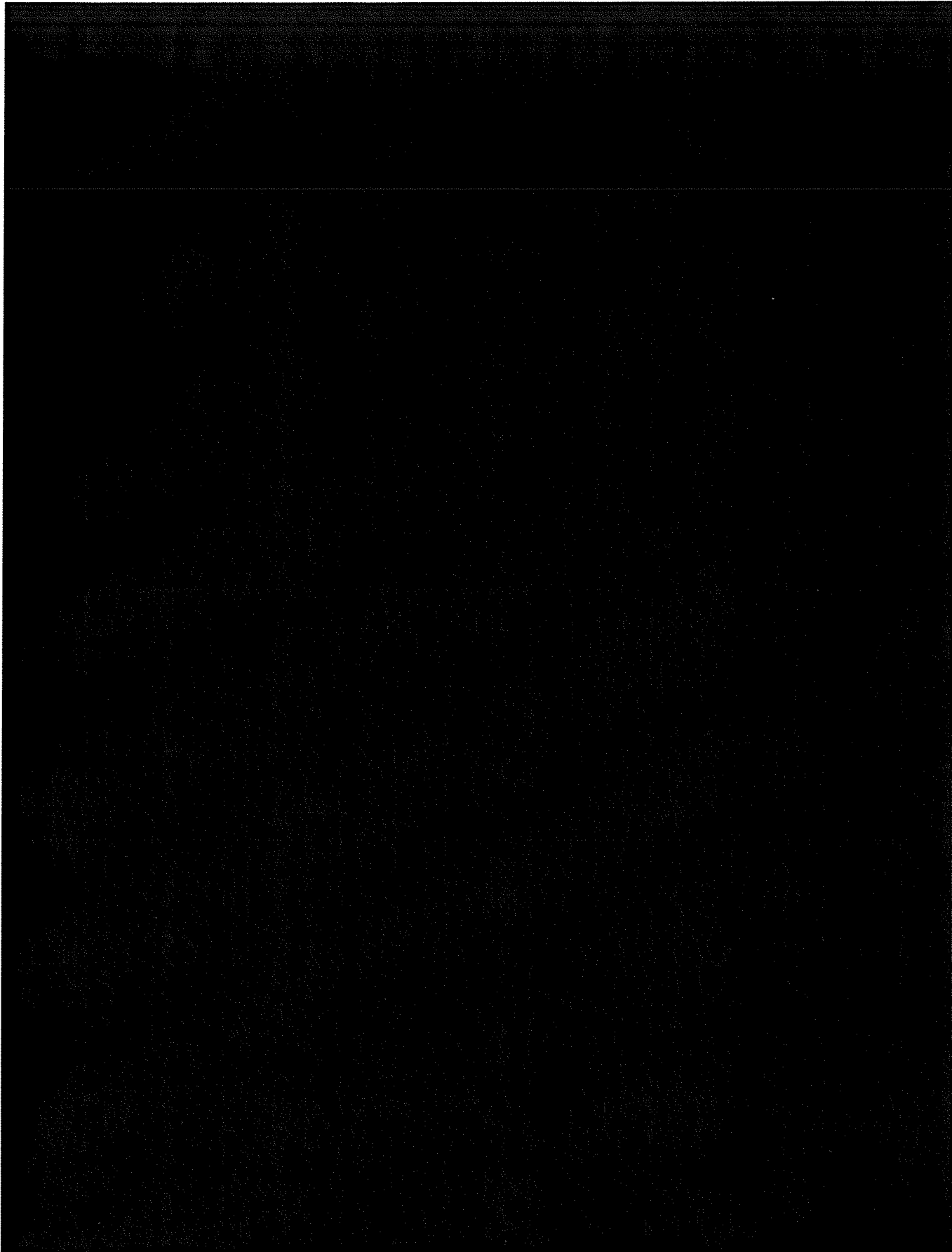




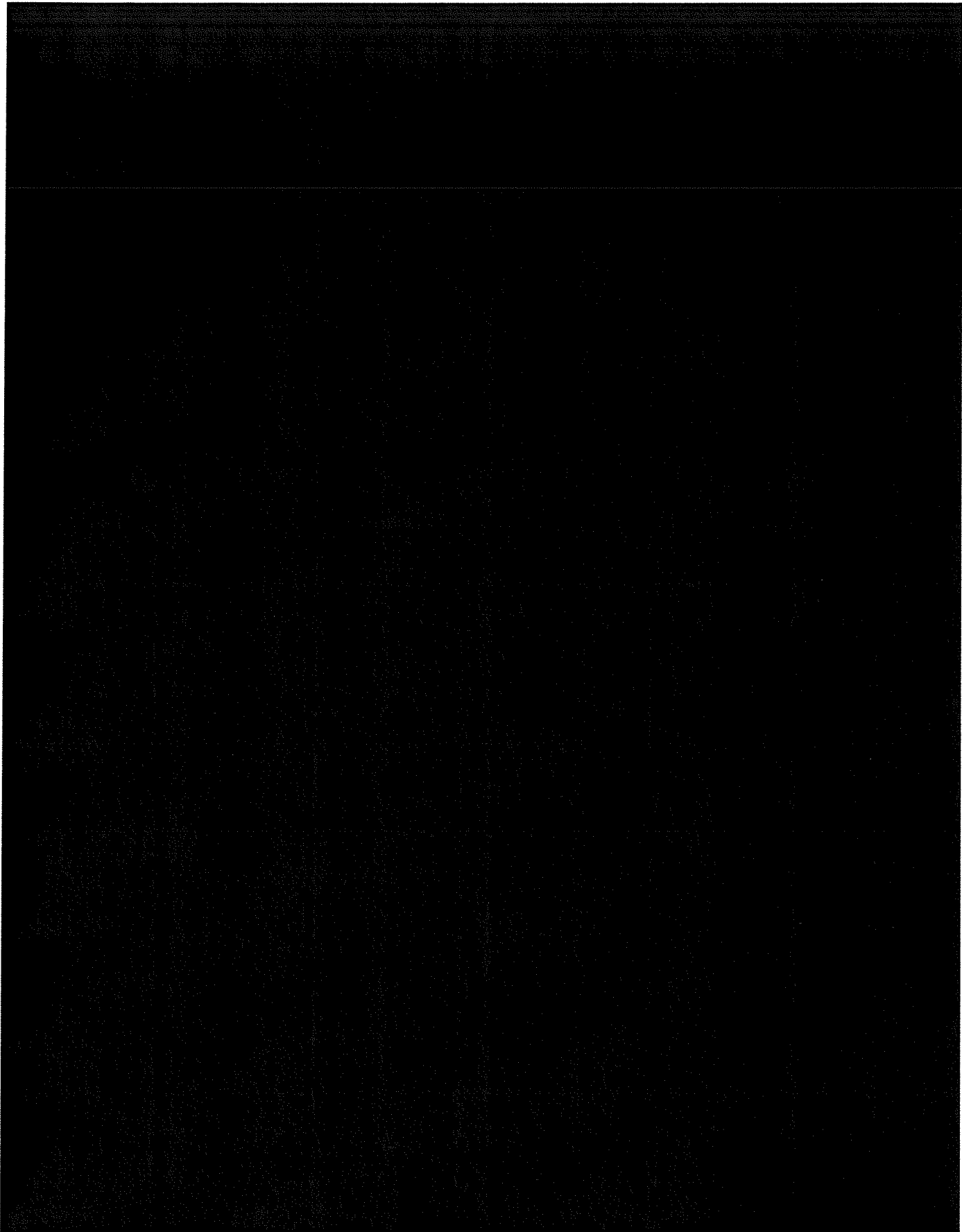


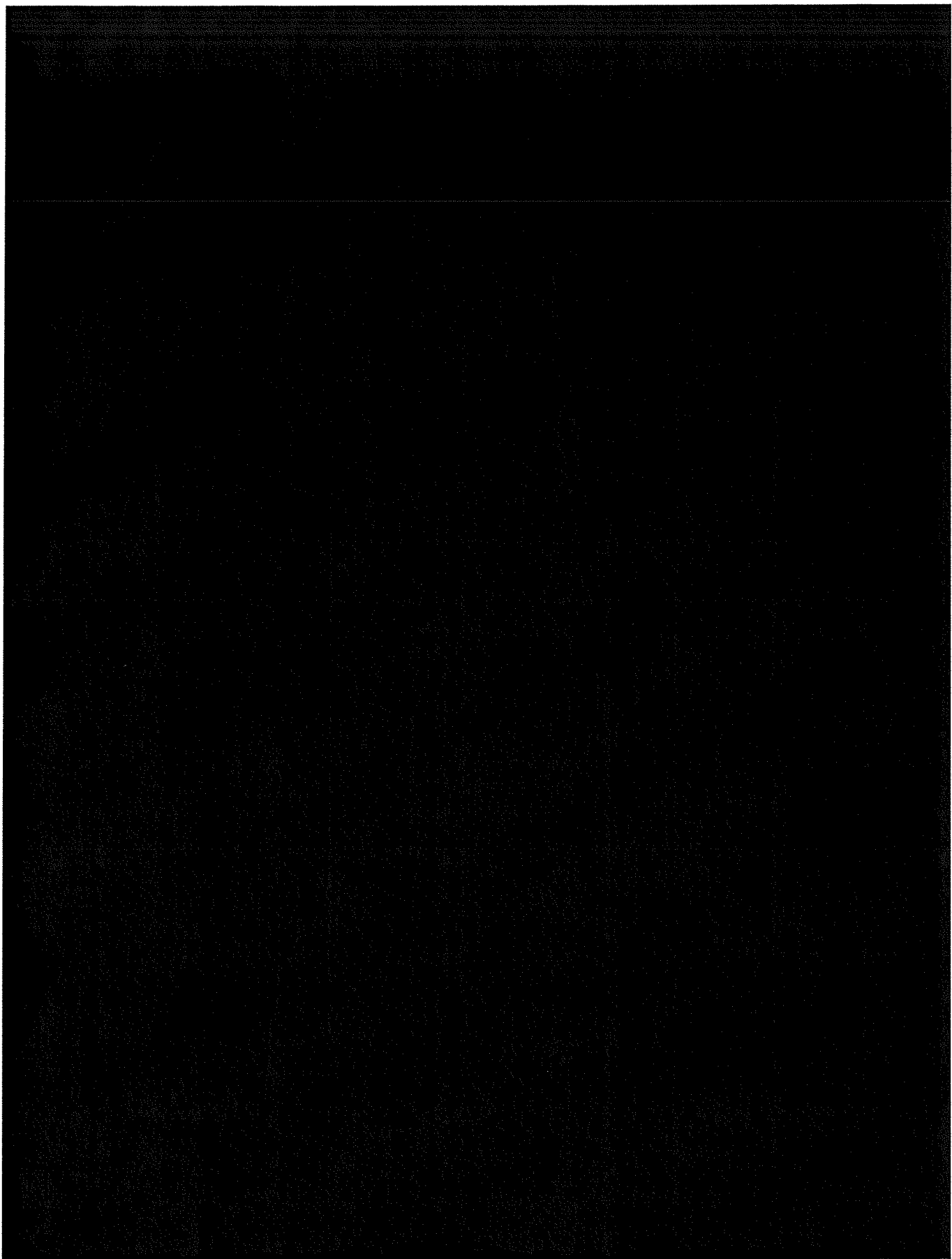


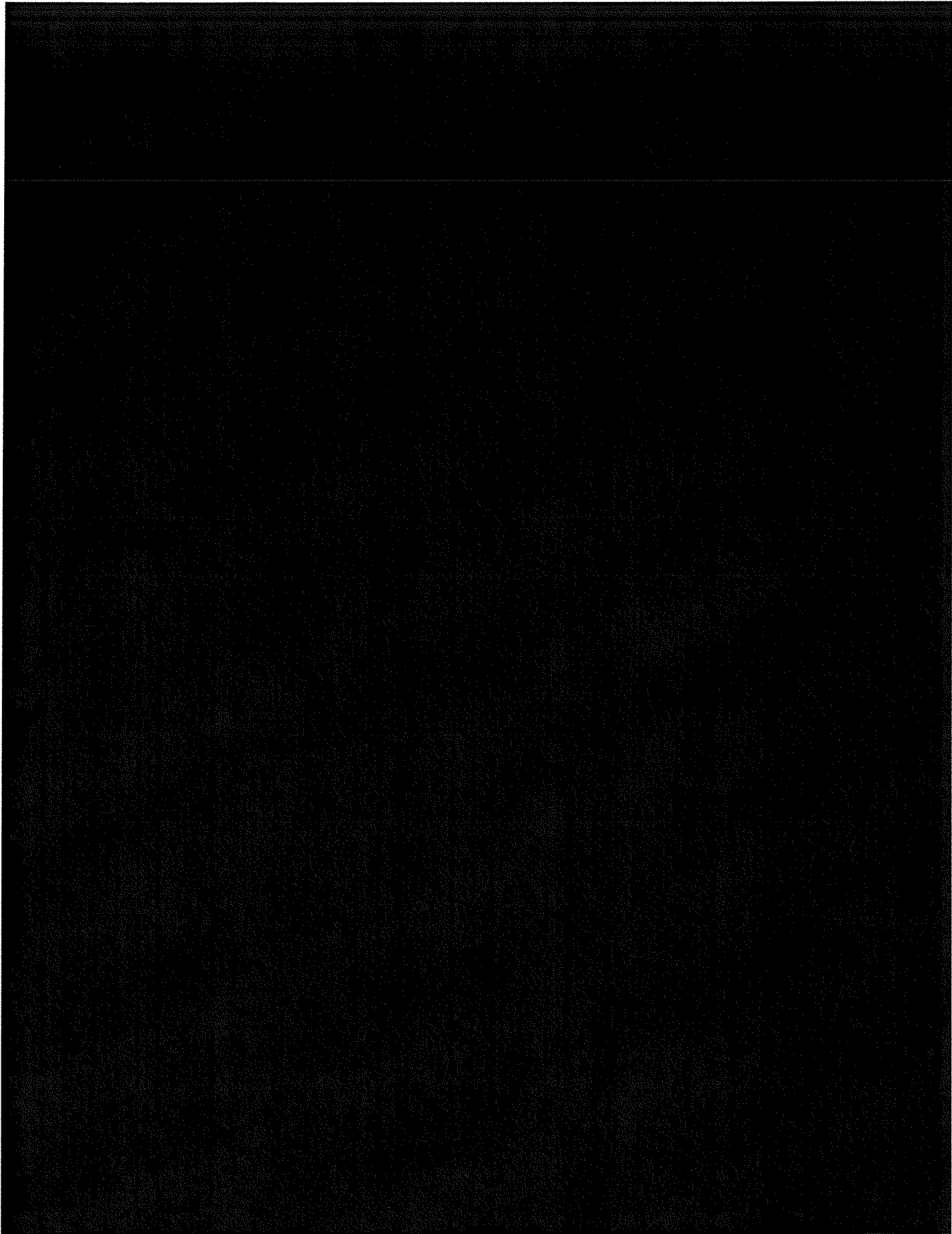


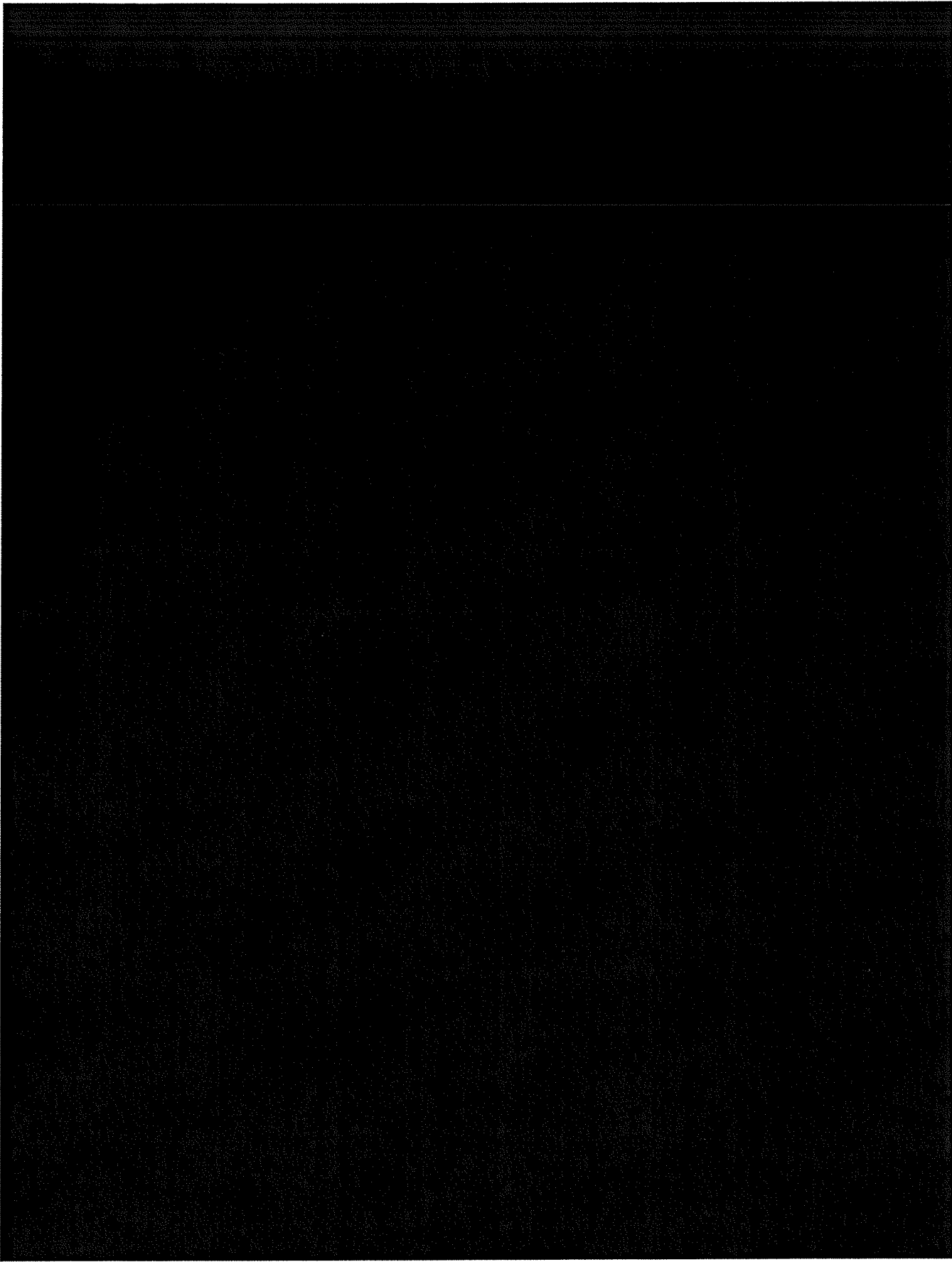


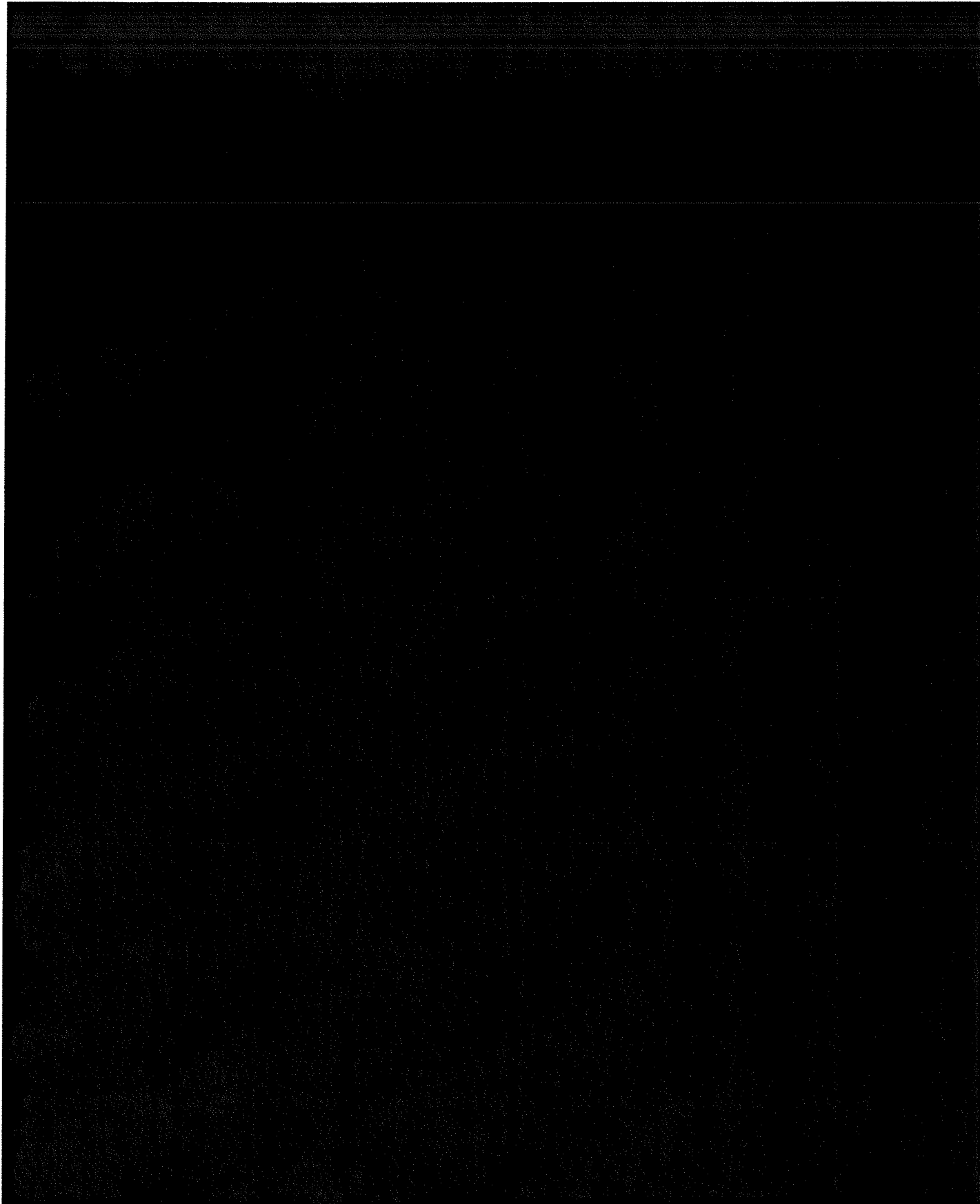


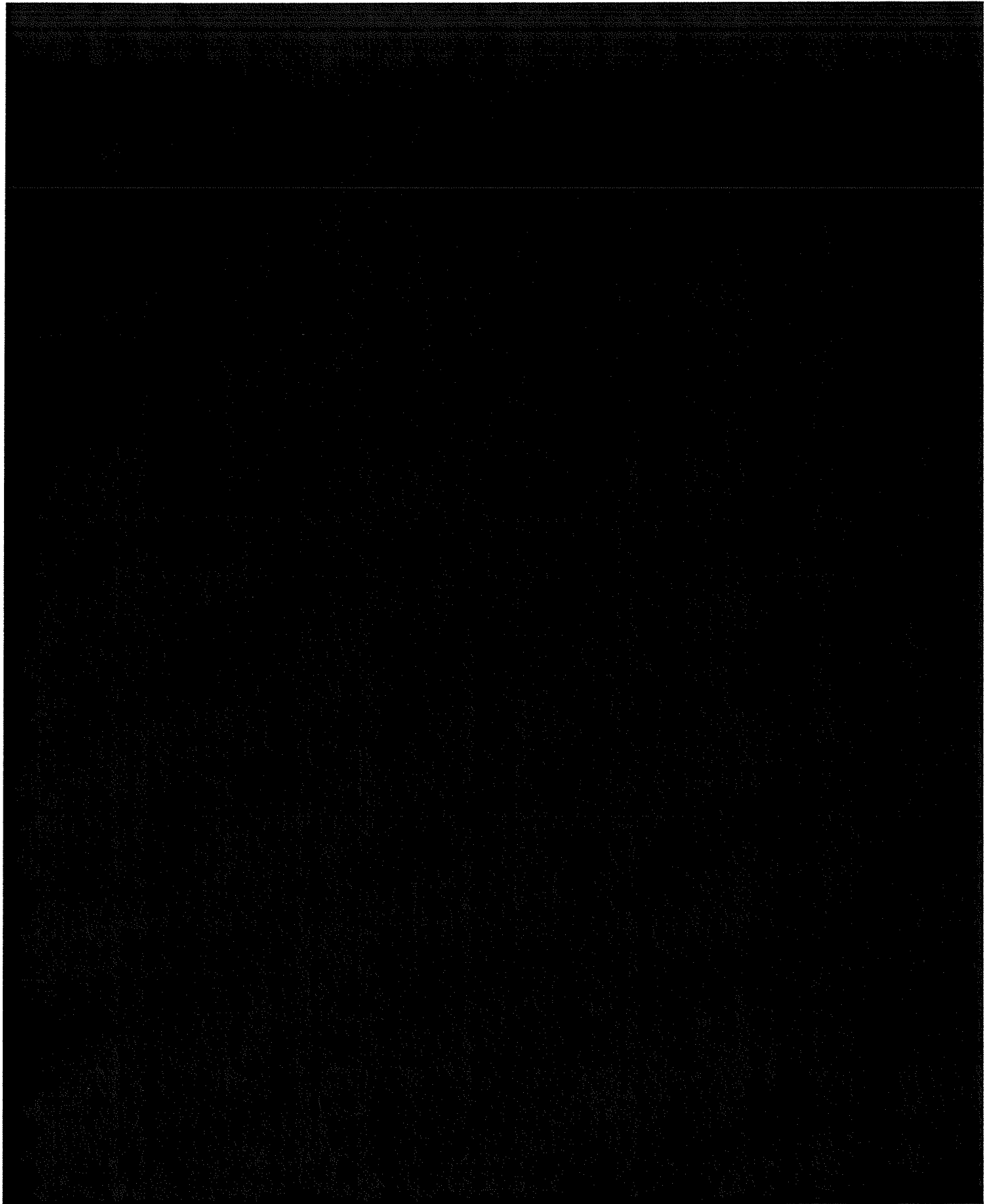


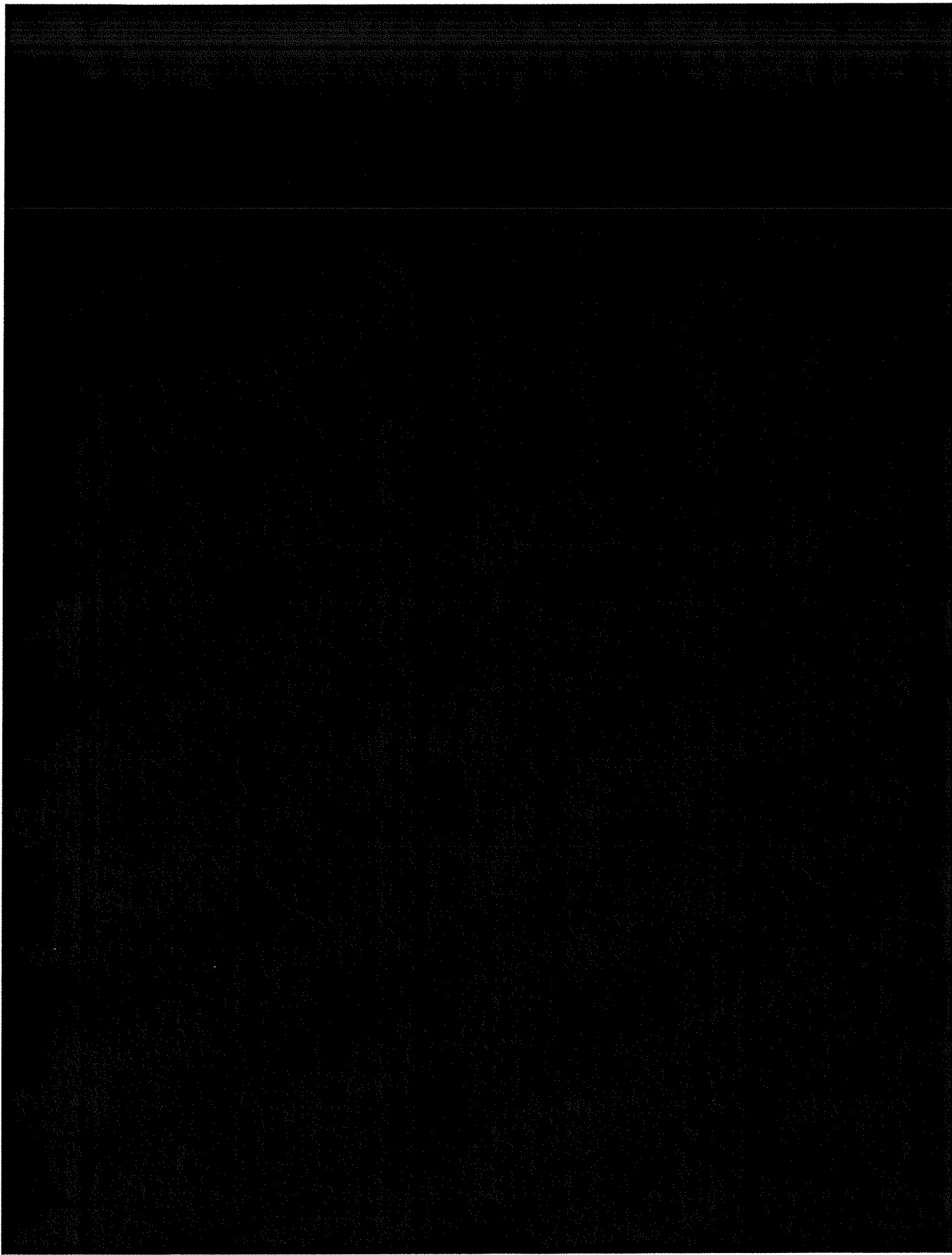


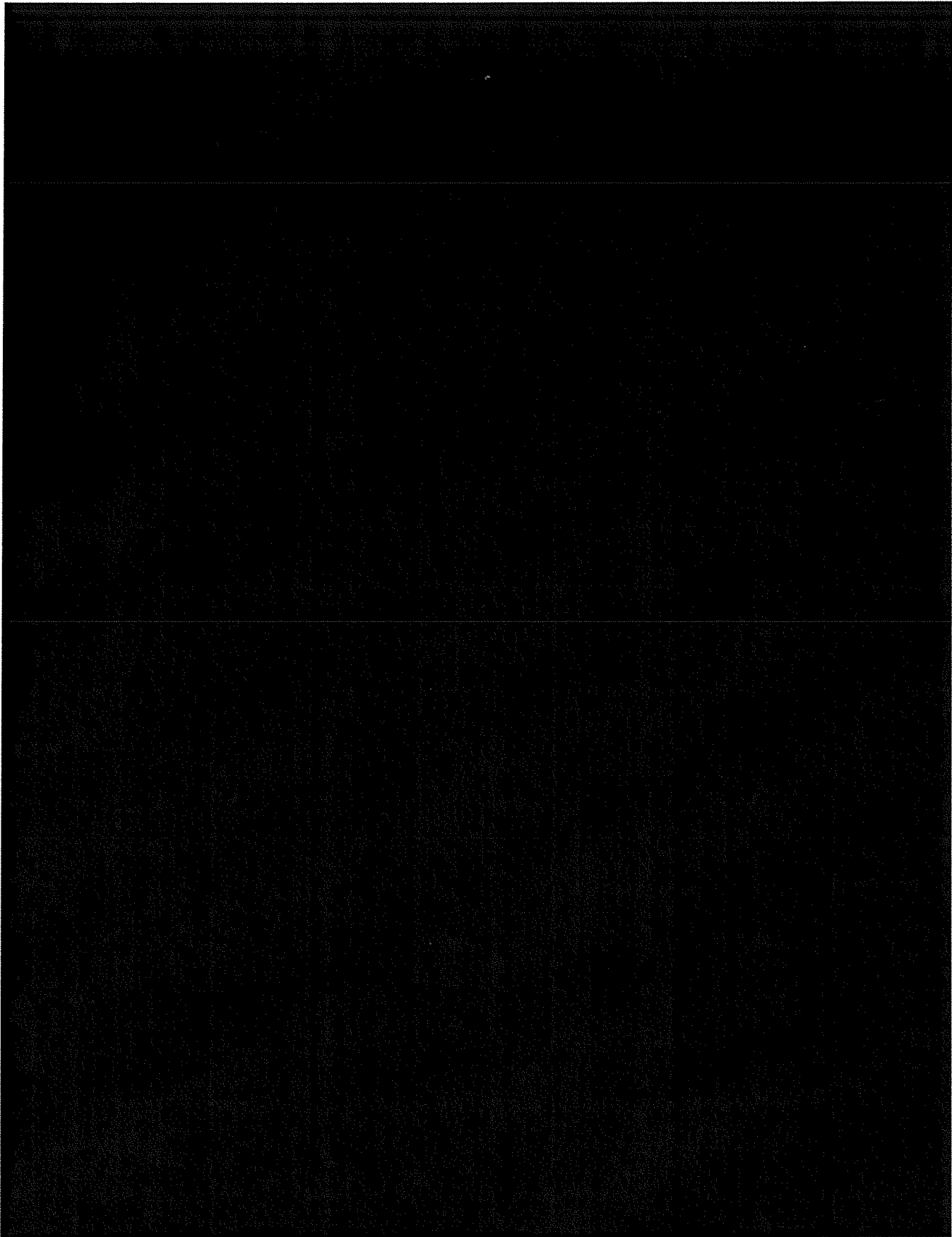




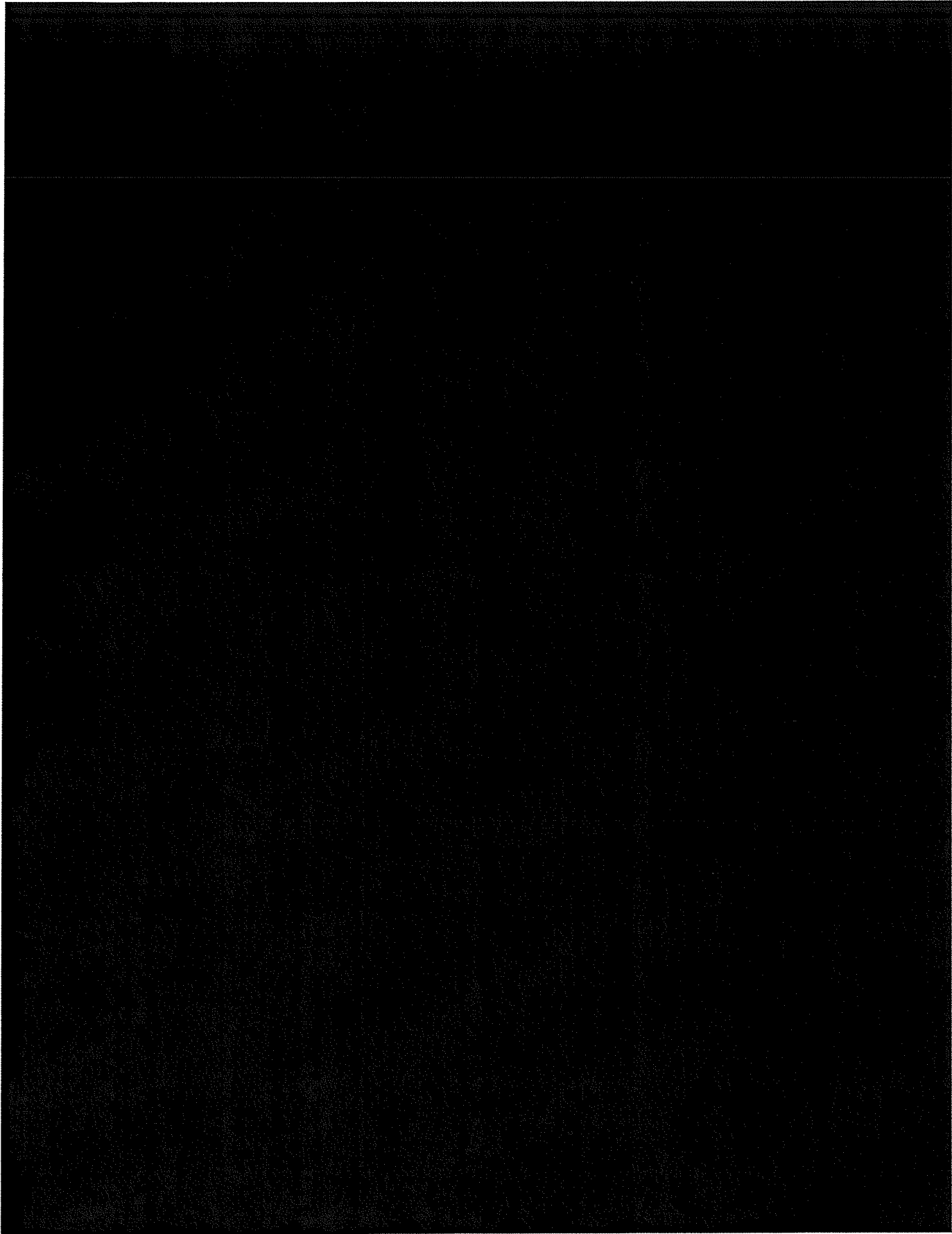


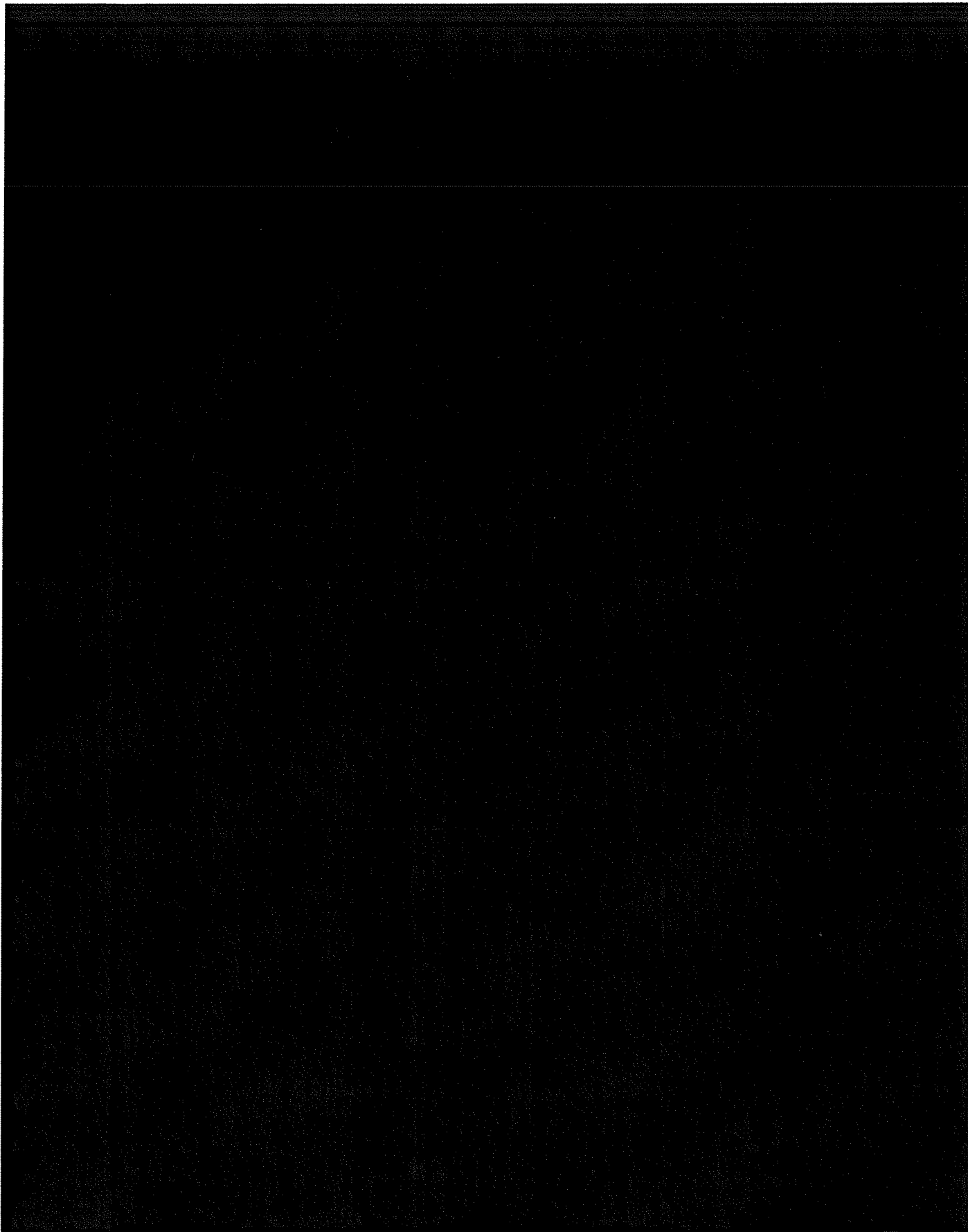


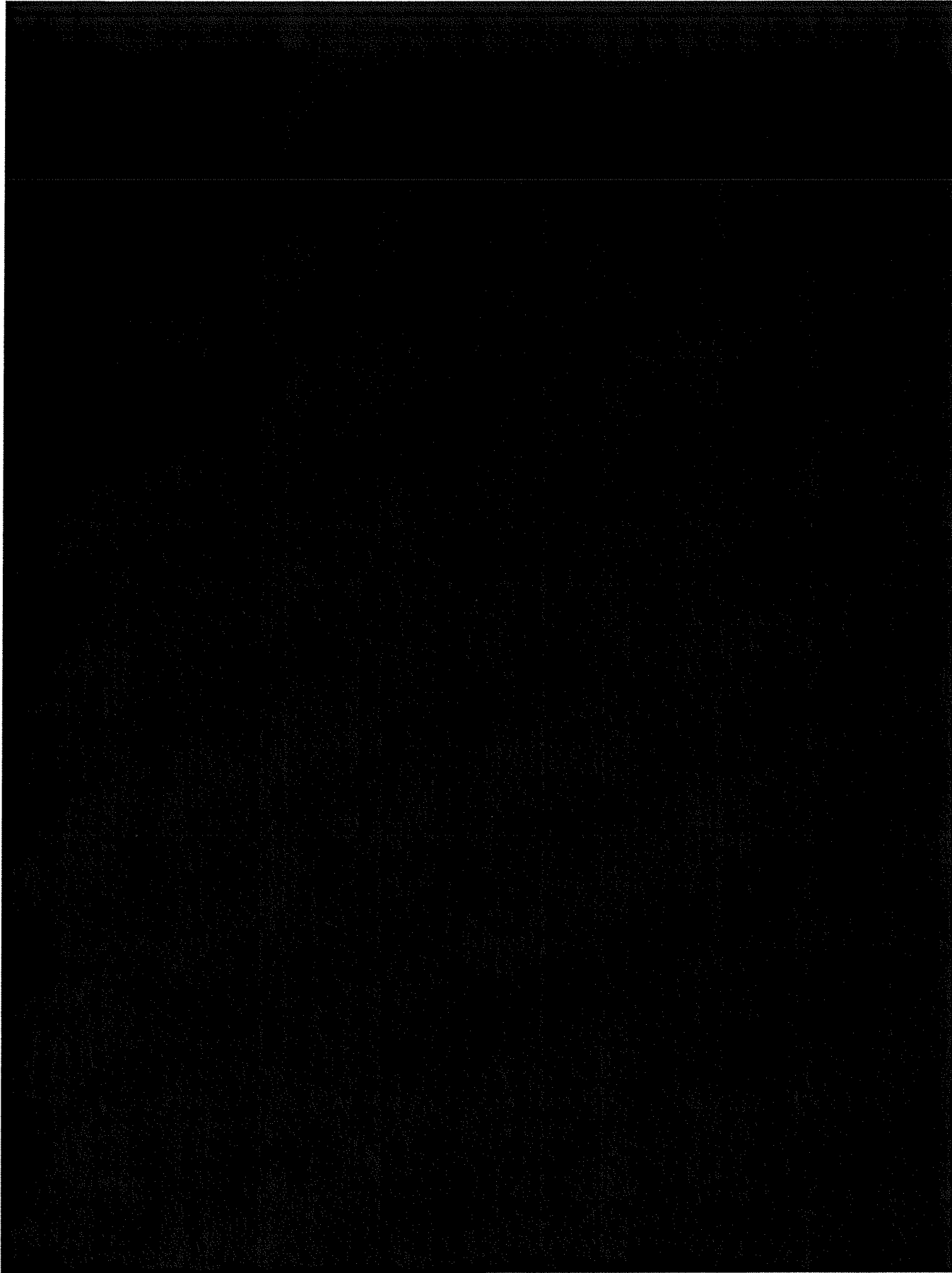


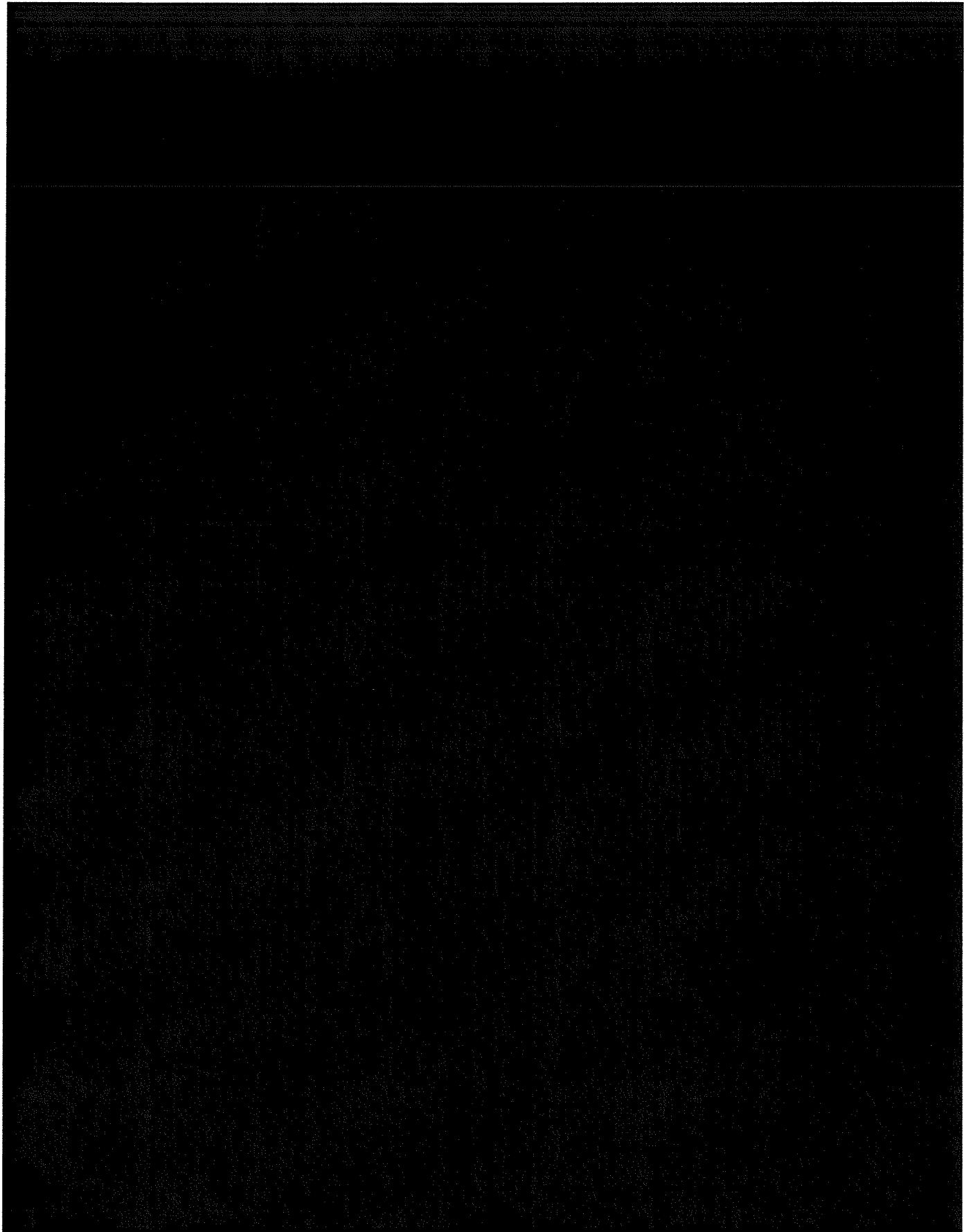


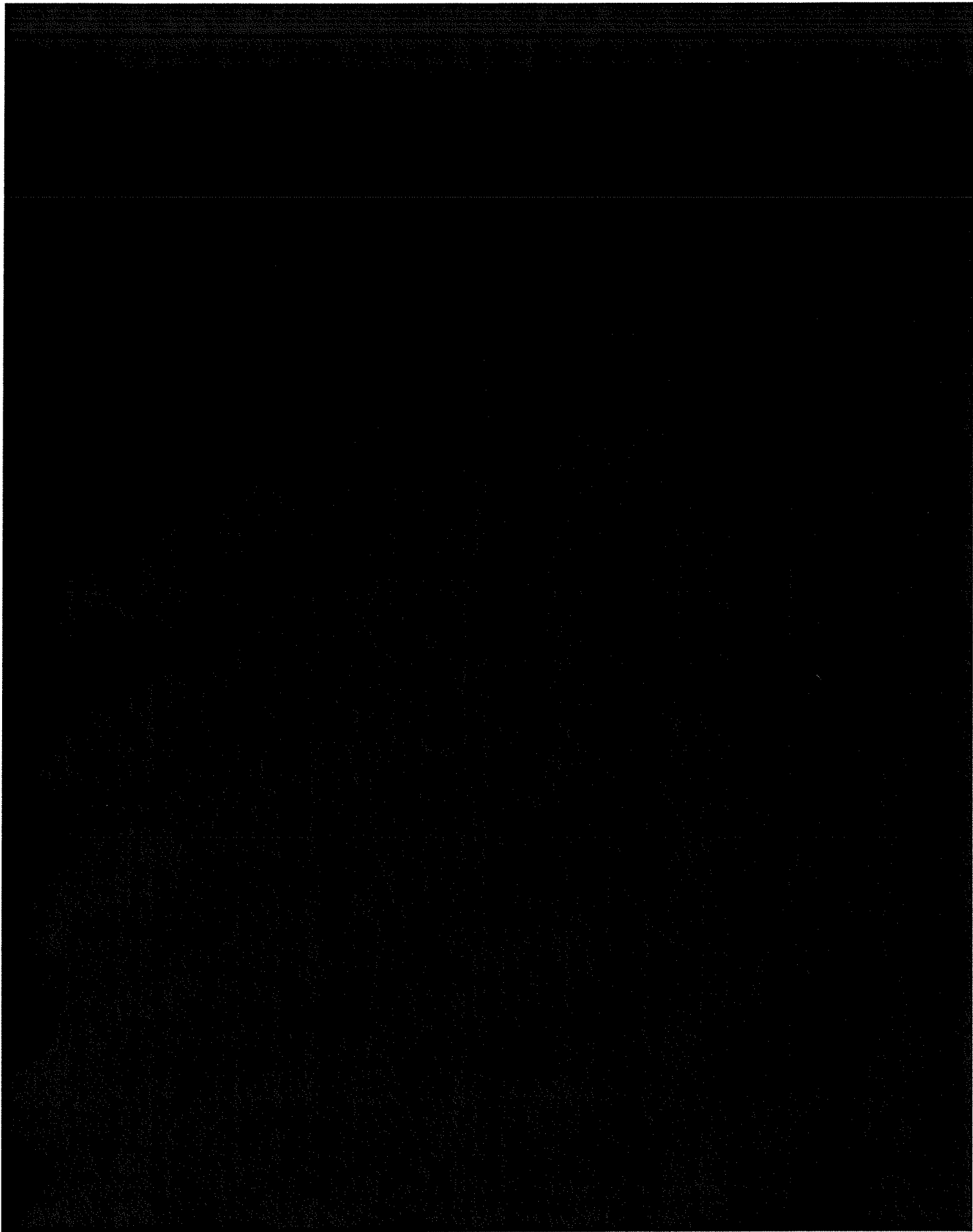


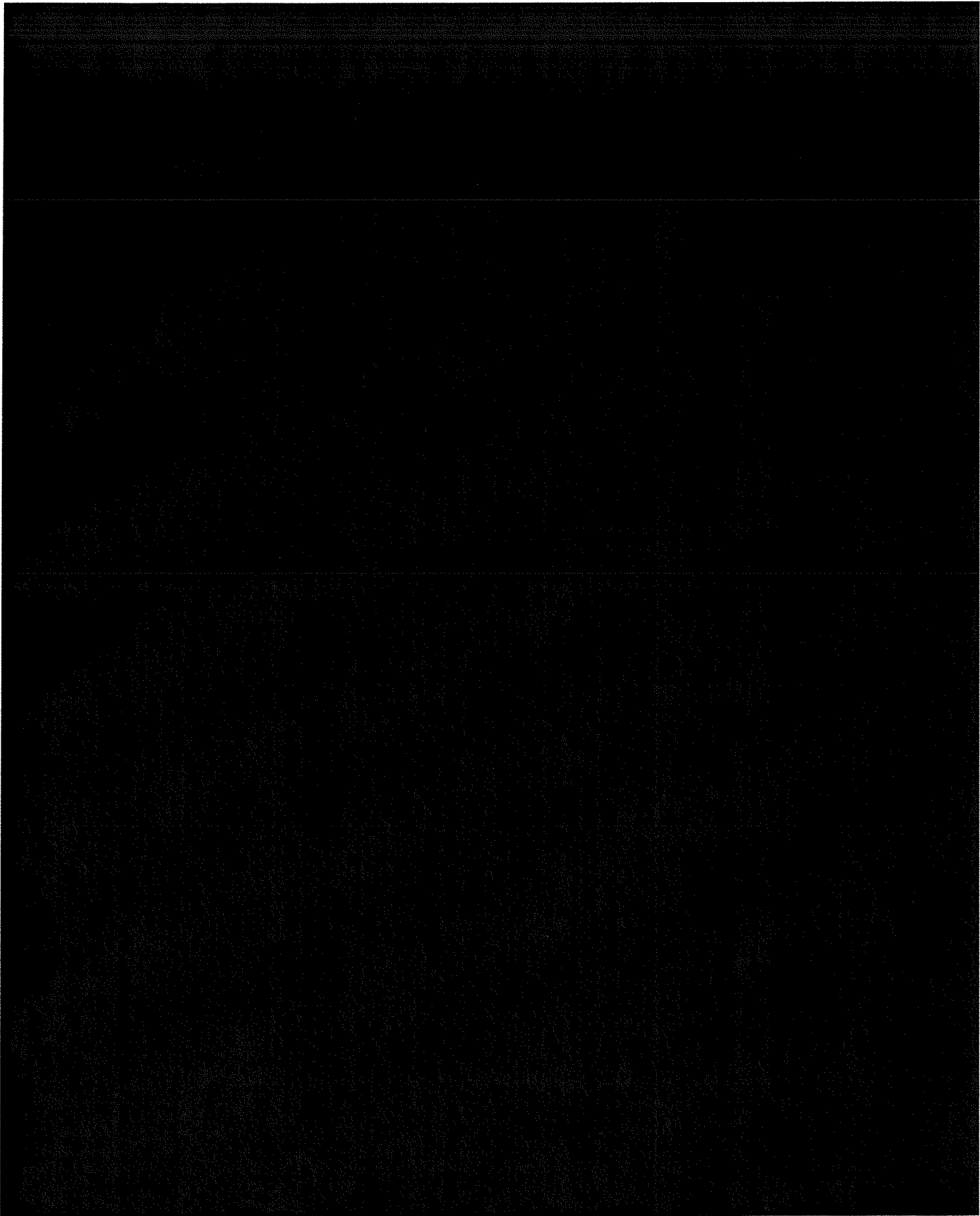


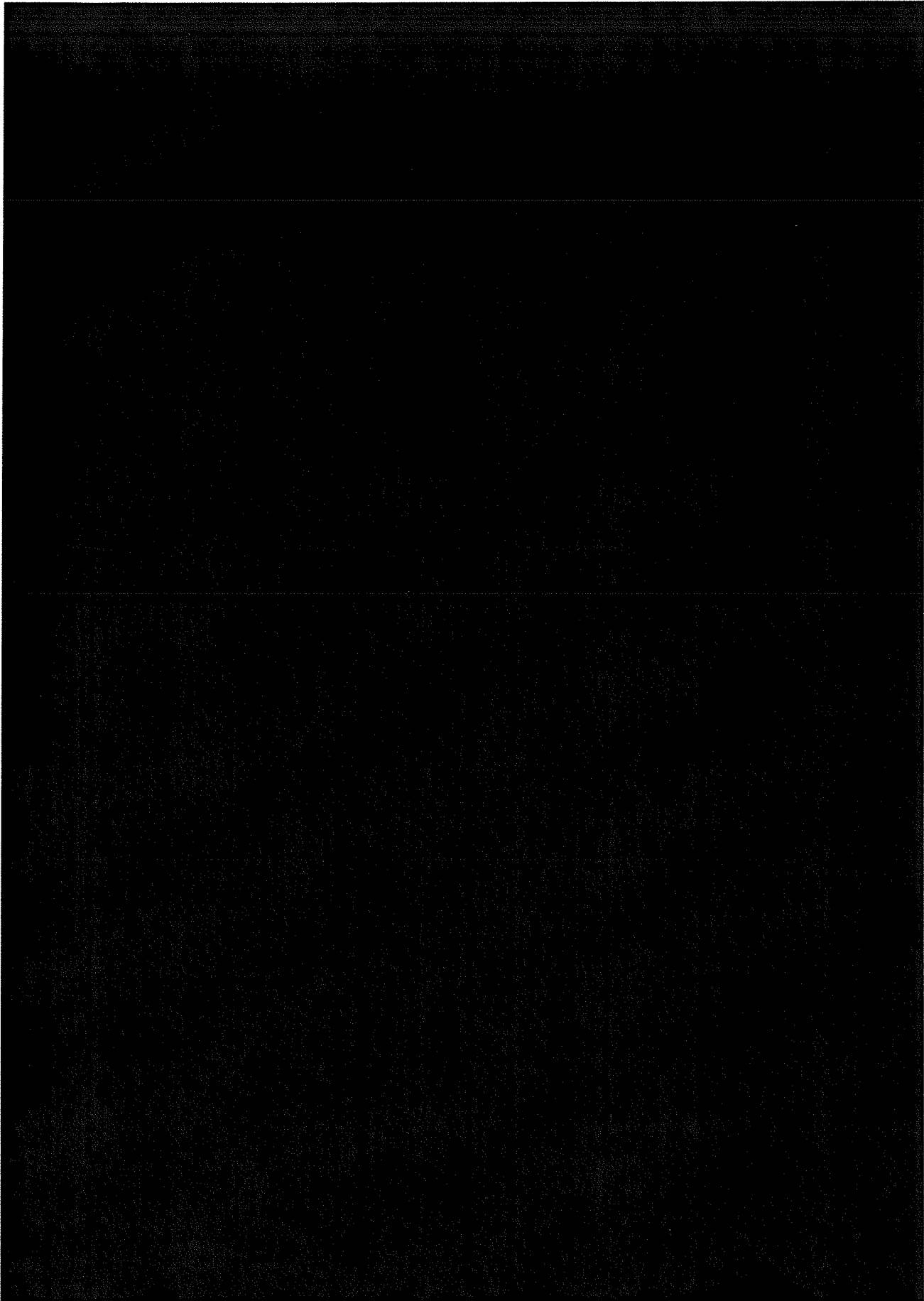













**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

**PURCHASER:**

**CAROLINA LOGISTICS SERVICES, LLC**

By:   
Name: Robert Zomok  
Title: President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

**PURCHASER:**

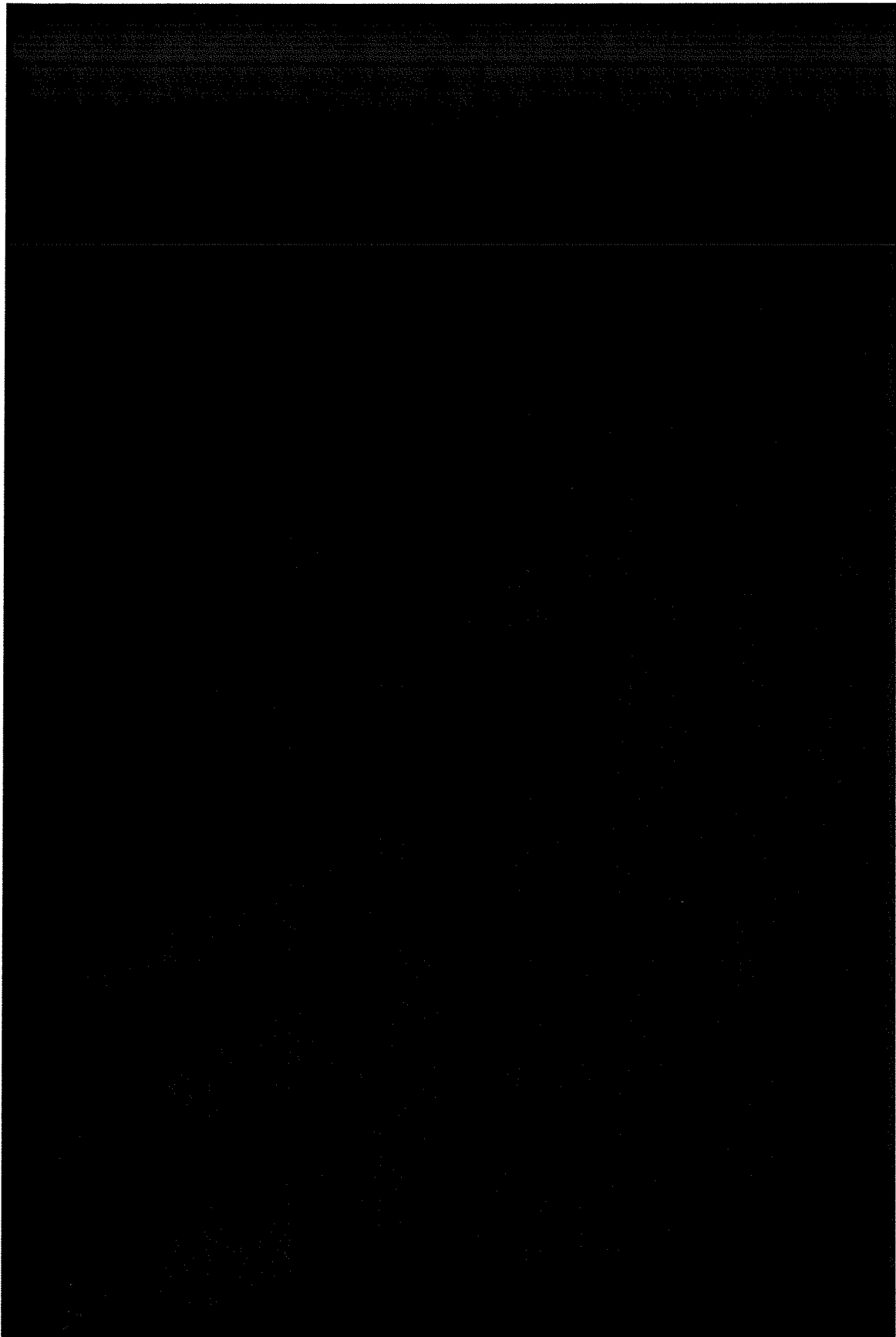
CAROLINA LOGISTICS SERVICES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

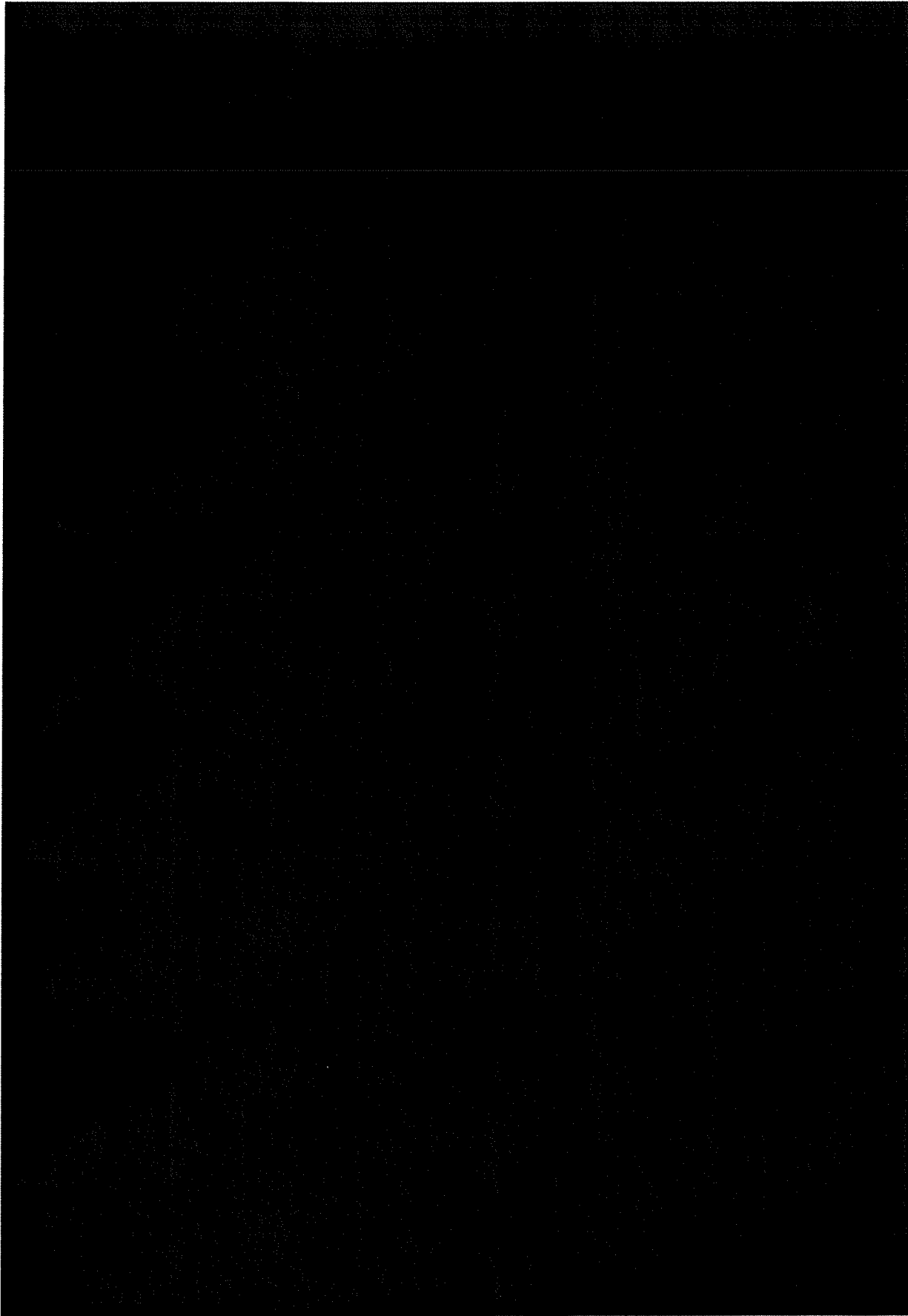
**SELLER:**

AETHION, INC.

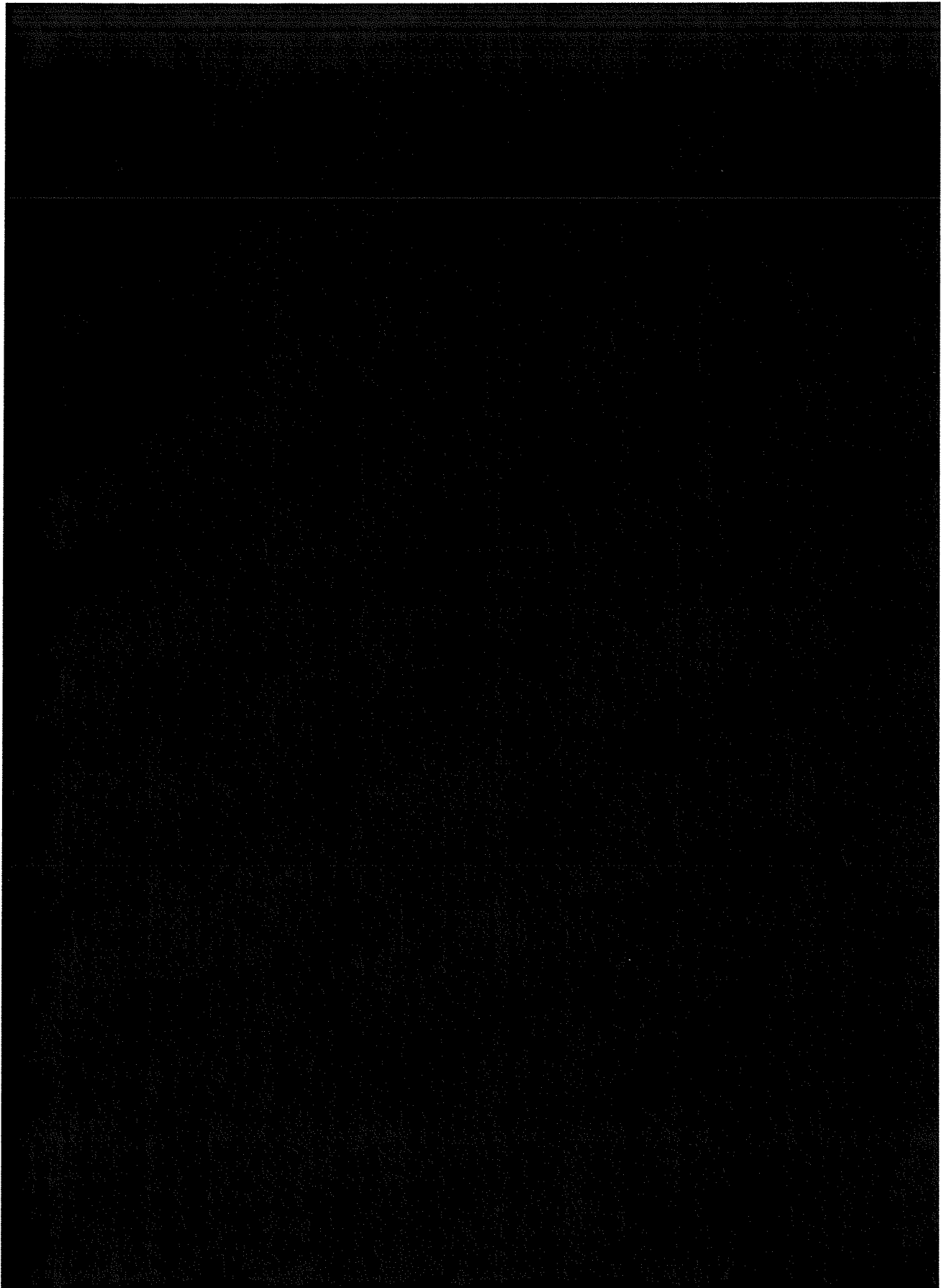
By: Aldo Zini  
Name: Aldo Zini  
Title: President & CEO



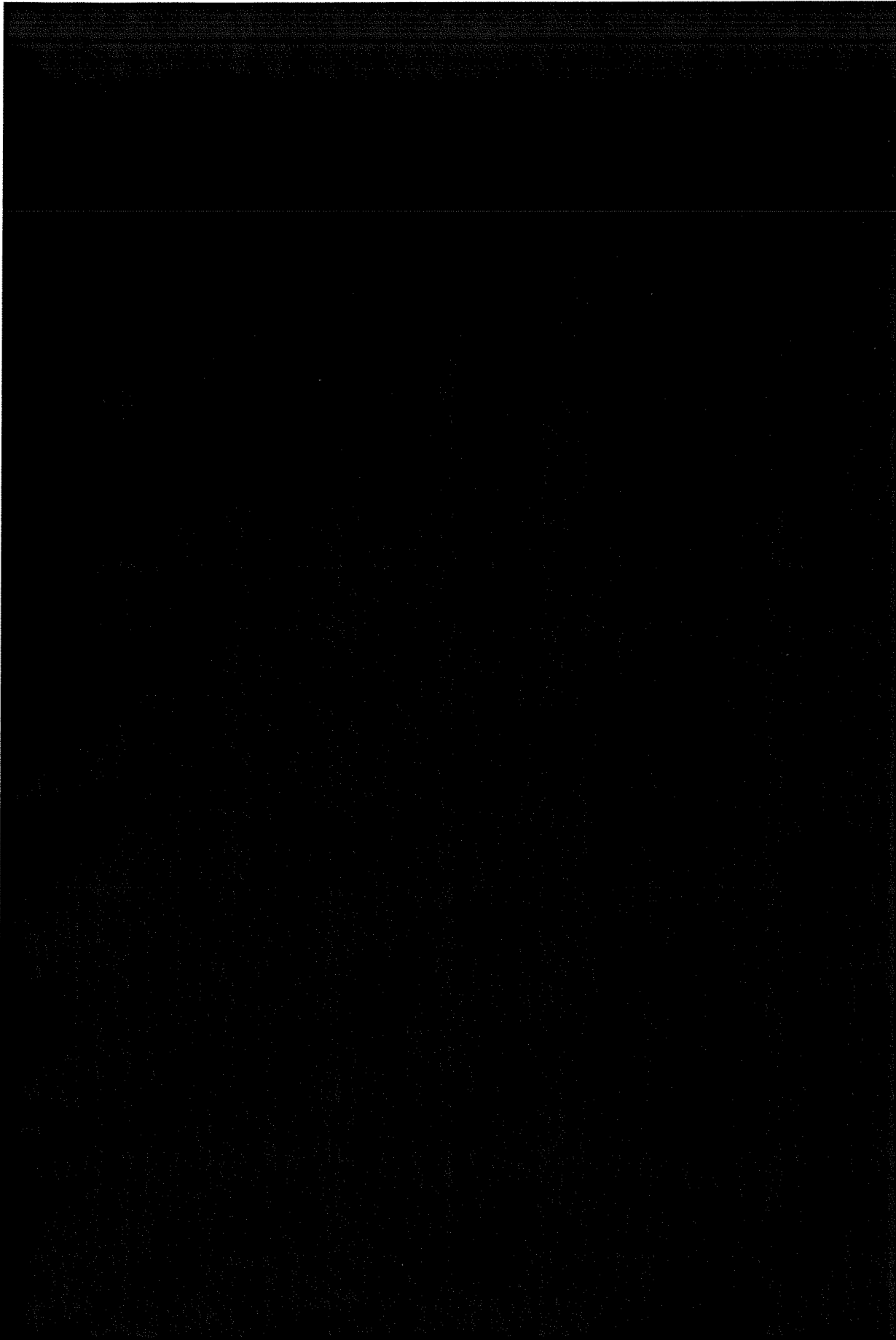
**TRADEMARK**  
**REEL: 006127 FRAME: 0213**



**TRADEMARK**  
**REEL: 006127 FRAME: 0214**



**TRADEMARK**  
**REEL: 006127 FRAME: 0215**



**TRADEMARK**  
**REEL: 006127 FRAME: 0216**

FINAL

**SCHEDULES TO ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

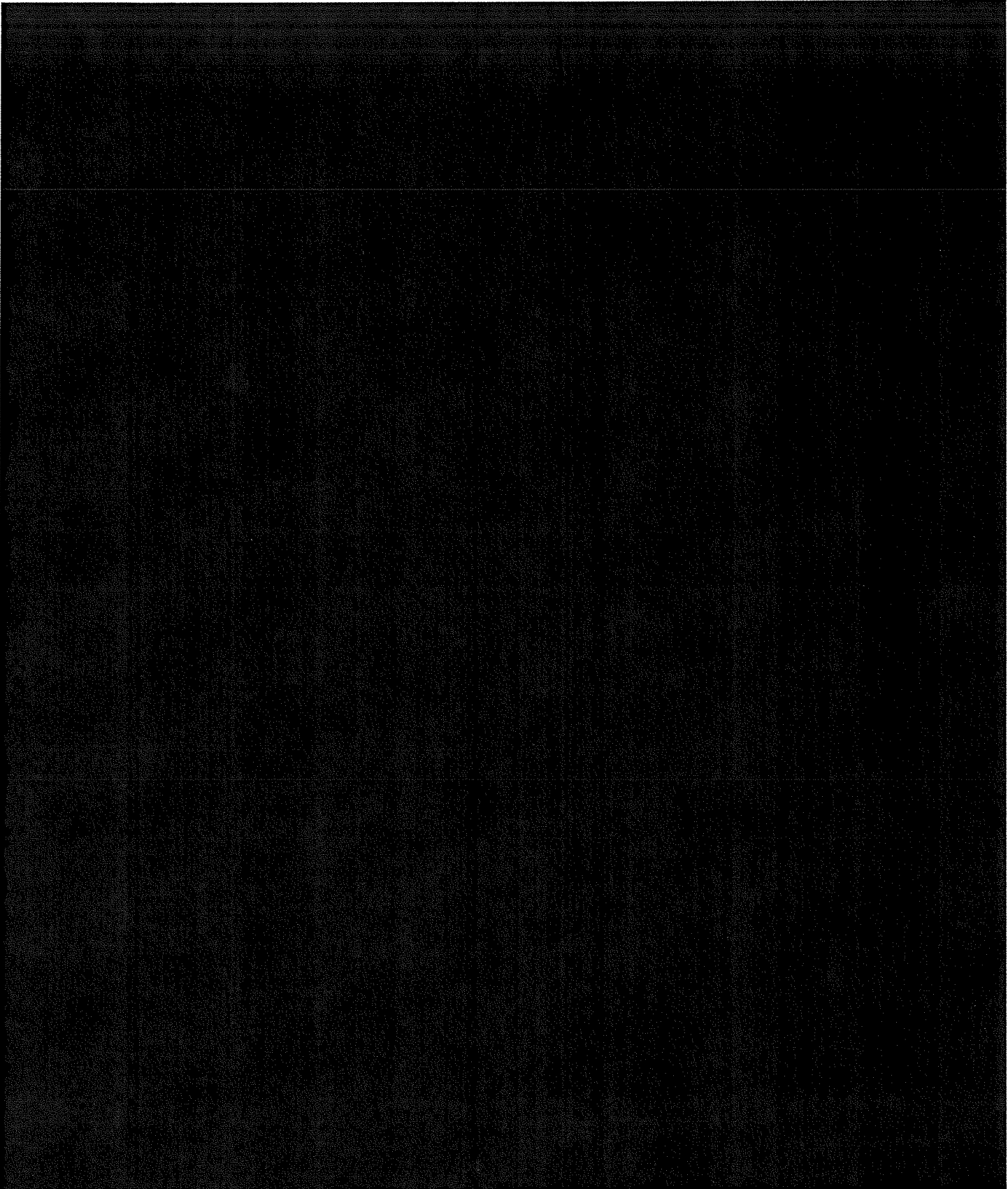
**CAROLINA LOGISTICS SERVICES, LLC**

**AND**

**AETHON, INC.**

**JULY 10, 2017**

**TRADEMARK**  
**REEL: 006127 FRAME: 0218**







**TRADEMARK**  
**REEL: 006127 FRAME: 0221**

TRADEMARK  
REEL: 006127 FRAME: 0222

**TRADEMARK**  
**REEL: 006127 FRAME: 0223**

**TRADEMARK**  
**REEL: 006127 FRAME: 0224**

REEL: 006127 FRAME: 0225

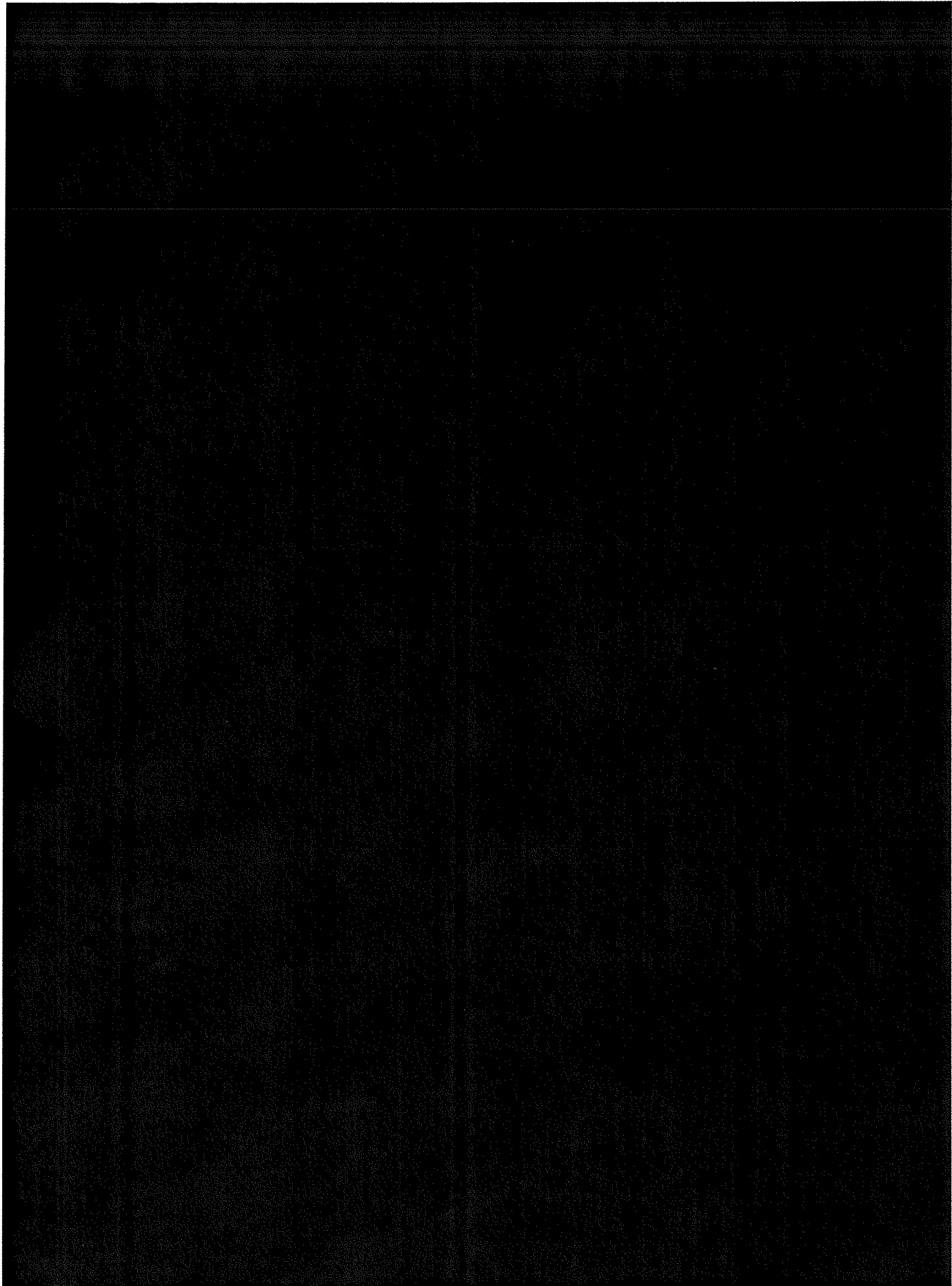
**TRADEMARK**  
**REEL: 006127 FRAME: 0226**

TRADEMARK

REEL: 006127 FRAME: 0227



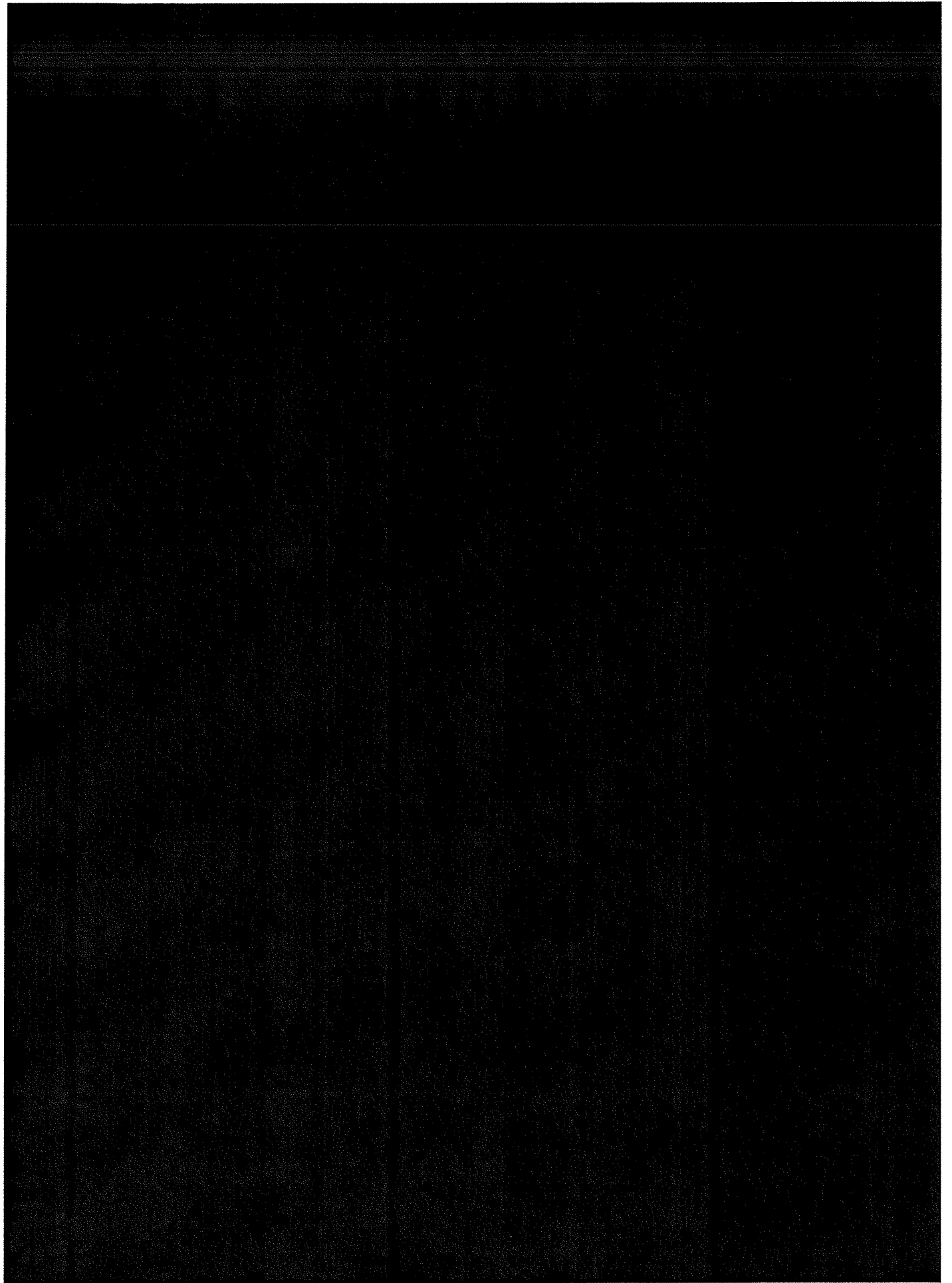
**TRADEMARK**  
**REEL: 006127 FRAME: 0228**



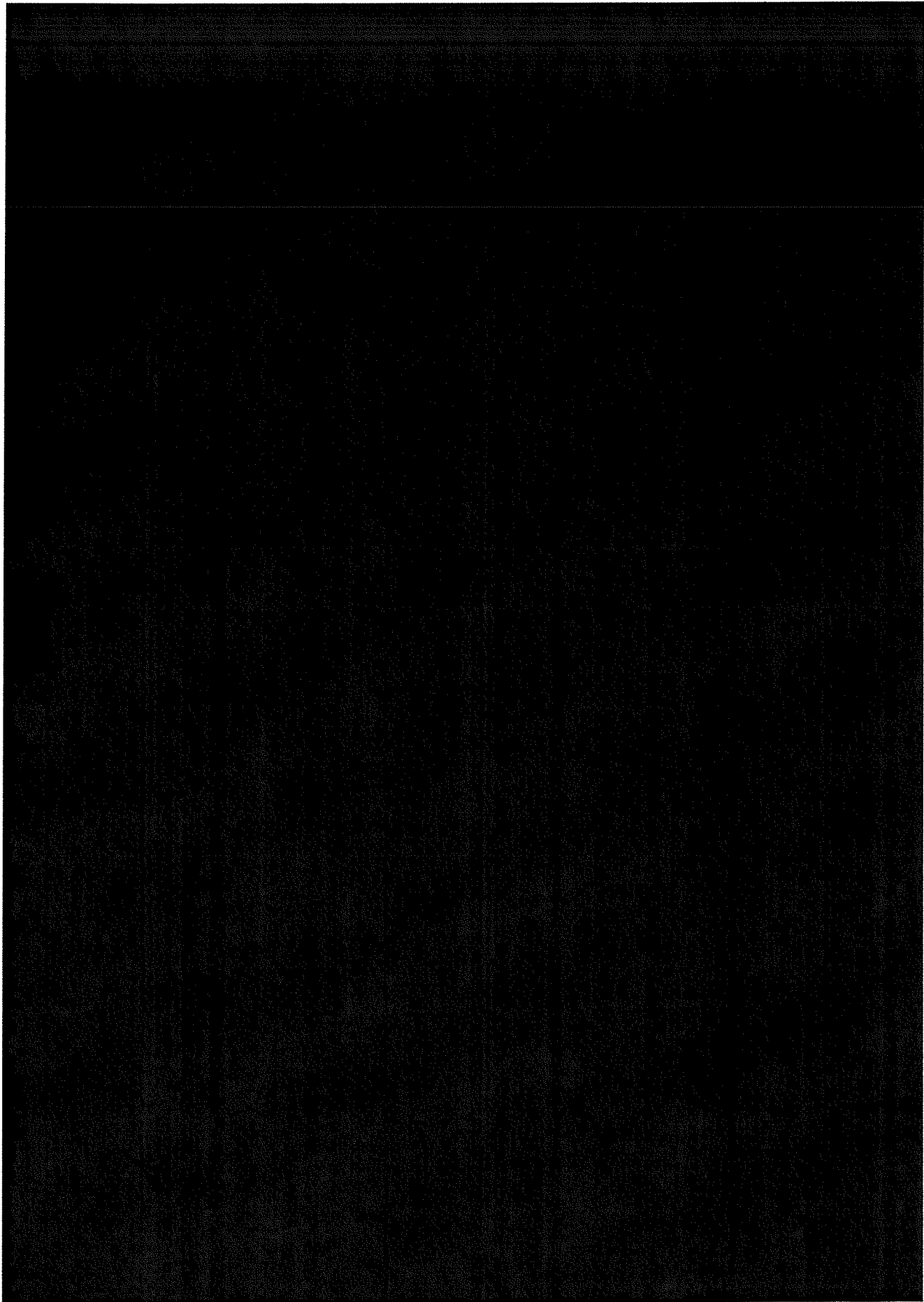
**TRADEMARK**  
**REEL: 006127 FRAME: 0230**



**TRADEMARK**  
**REEL: 006127 FRAME: 0232**



**TRADEMARK**  
**REEL: 006127 FRAME: 0233**



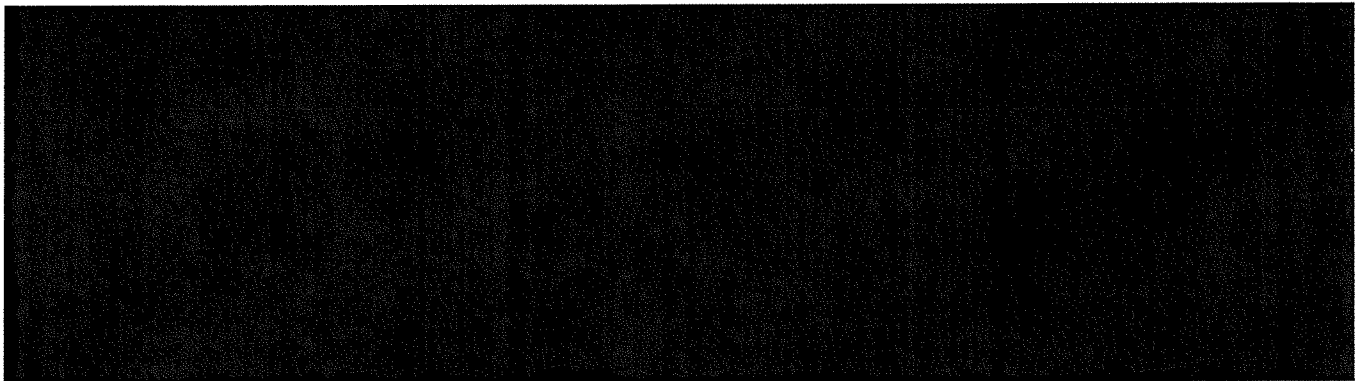
**TRADEMARK**  
**REEL: 006127 FRAME: 0234**

**SCHEDULE 2.11(b)**

**Intellectual Property Rights**

**Trademarks**

| Mark            | Legal Owner  | Registered Owner | Country | Reg. No.  | App. No.   | Registration Date | Application Date | Date of First Use | Fees Due within 120 days of the Closing Date |
|-----------------|--------------|------------------|---------|-----------|------------|-------------------|------------------|-------------------|--|
| AETHON<br>MEDEX | Aethon, Inc. | Aethon, Inc.     | US      | 3,958,505 | 77/771,403 | 05/10/11          | 06/30/09         | 07/01/09          | NO   |
| IVSAFE          | Aethon, Inc. | Aethon, Inc.     | US      | n/a       | 86/505,457 | n/a               | 01/16/15         | (Intent to use)   | YES**  |
| LABEX           | Aethon, Inc. | Aethon, Inc.     | US      | n/a       | 87/244,901 | n/a               | 11/22/16         | (Intent to use)   | NO   |
| MEDEX           | Aethon, Inc. | Aethon, Inc.     | US      | 5,172,611 | 86/861,622 | 03/28/17          | 12/30/15         | 07/2009           | NO   |
| MEDEX           | Aethon, Inc. | Aethon, Inc.     | CA      | n/a       | 1,773,903  | n/a               | 03/23/16         | Pending           | NO   |
| TRAYSAFE        | Aethon, Inc. | Aethon, Inc.     | US      | 5,176,874 | 86/505,474 | 04/04/17          | 01/16/15         | 04/2015           | NO   |
| TUBESAFE        | Aethon, Inc. | Aethon, Inc.     | US      | 5,119,906 | 86/404,565 | 01/10/17          | 09/24/14         | 01/2015           | NO   |
| TUBETRACK       | Aethon, Inc. | Aethon, Inc.     | EP      | 12881058  | 12881058   | 10/09/14          | 05/16/14         | n/a               | NO   |

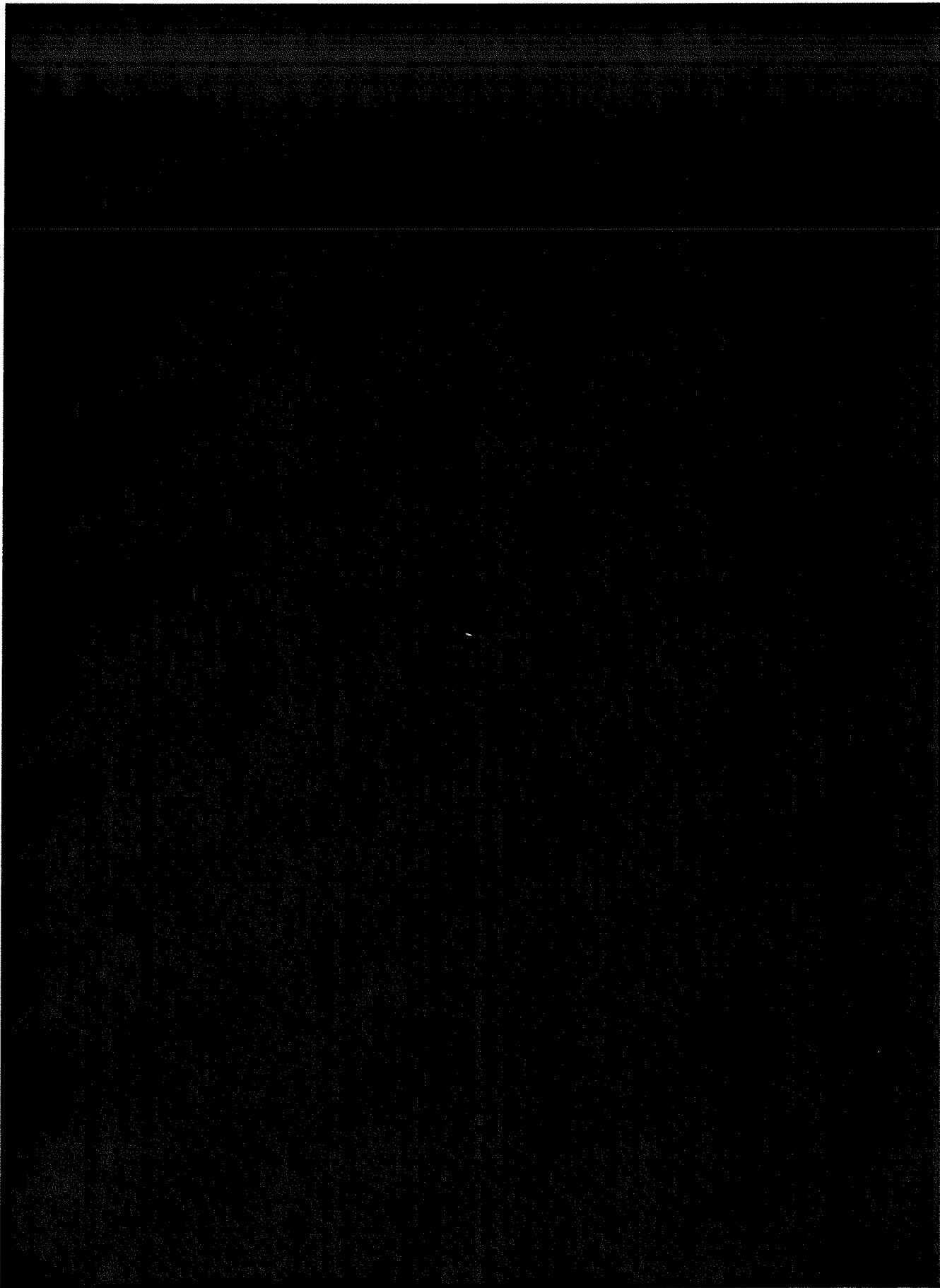




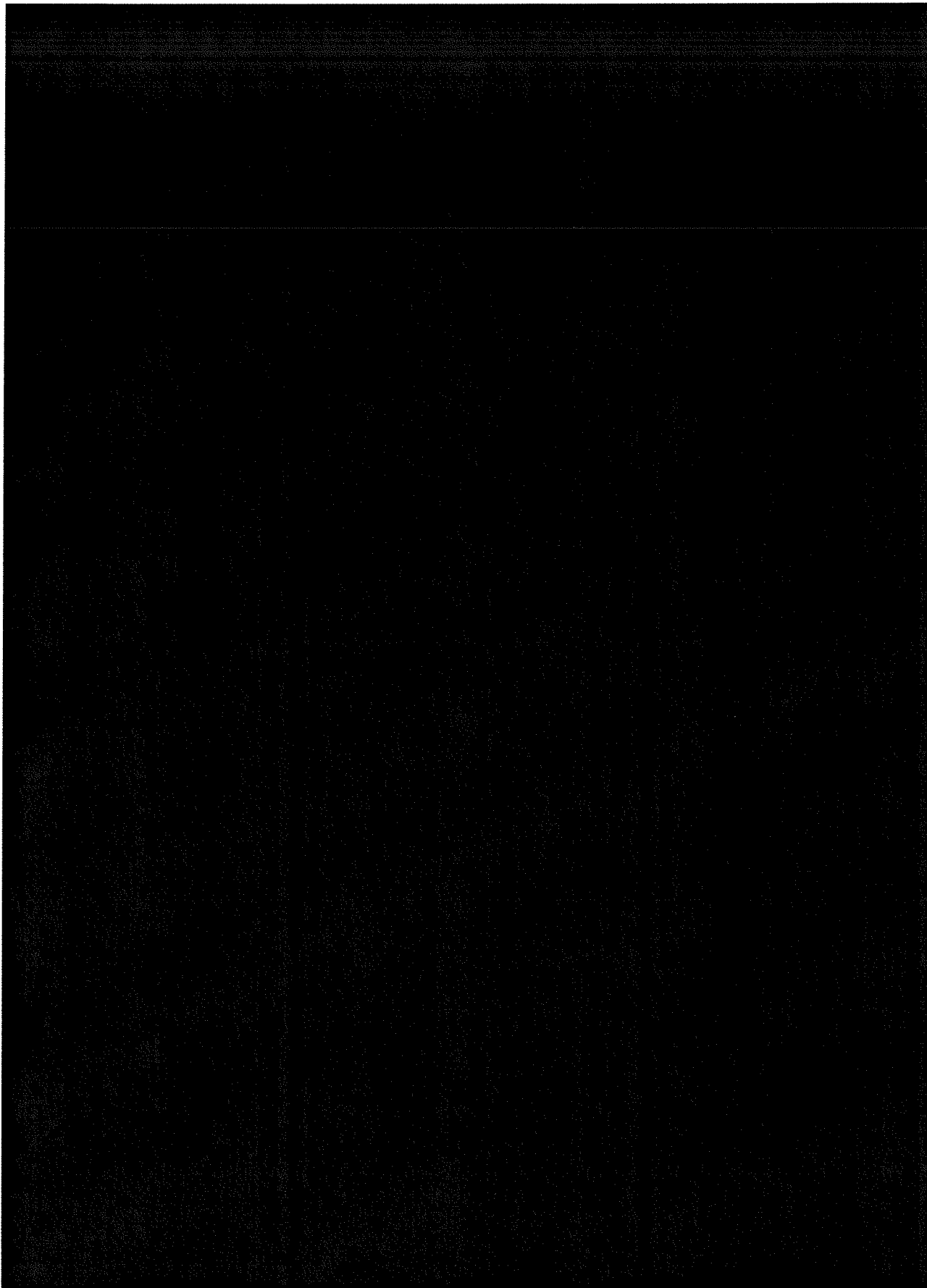
## Patents

| Owner and Registered Owner | Title   | Country | Patent No. | App. No.      | Issue Date | Application Date | Fees Due within 120 days of the Closing Date |
|----------------------------|---|---------|------------|---------------|------------|------------------|--|
| Aethon, Inc.               | Safety, Management and Tracking of Hospital Pharmacy Trays  | US      | n/a        | 15/182,753    | n/a        | 06/15/16         | NO   |
| Aethon, Inc.               | Safety, Management and Tracking of Hospital Pharmacy Trays  | WO      | n/a        | US2016/037556 | n/a        | 06/15/16         | NO   |
| Aethon, Inc.               | System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation | US      | 9,592,969  | 14/268,417    | 03/14/17   | 05/02/14         | NO   |
| Aethon, Inc.               | System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation | WO      | n/a        | US2014/036596 | n/a        | 05/02/14         | NO   |
| Aethon, Inc.               | System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation | CA      | n/a        | 2,910,639     | n/a        | 05/02/14         | NO   |
| Aethon, Inc.               | System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation | US      | n/a        | 15/457,345    | n/a        | 03/13/17         | NO   |

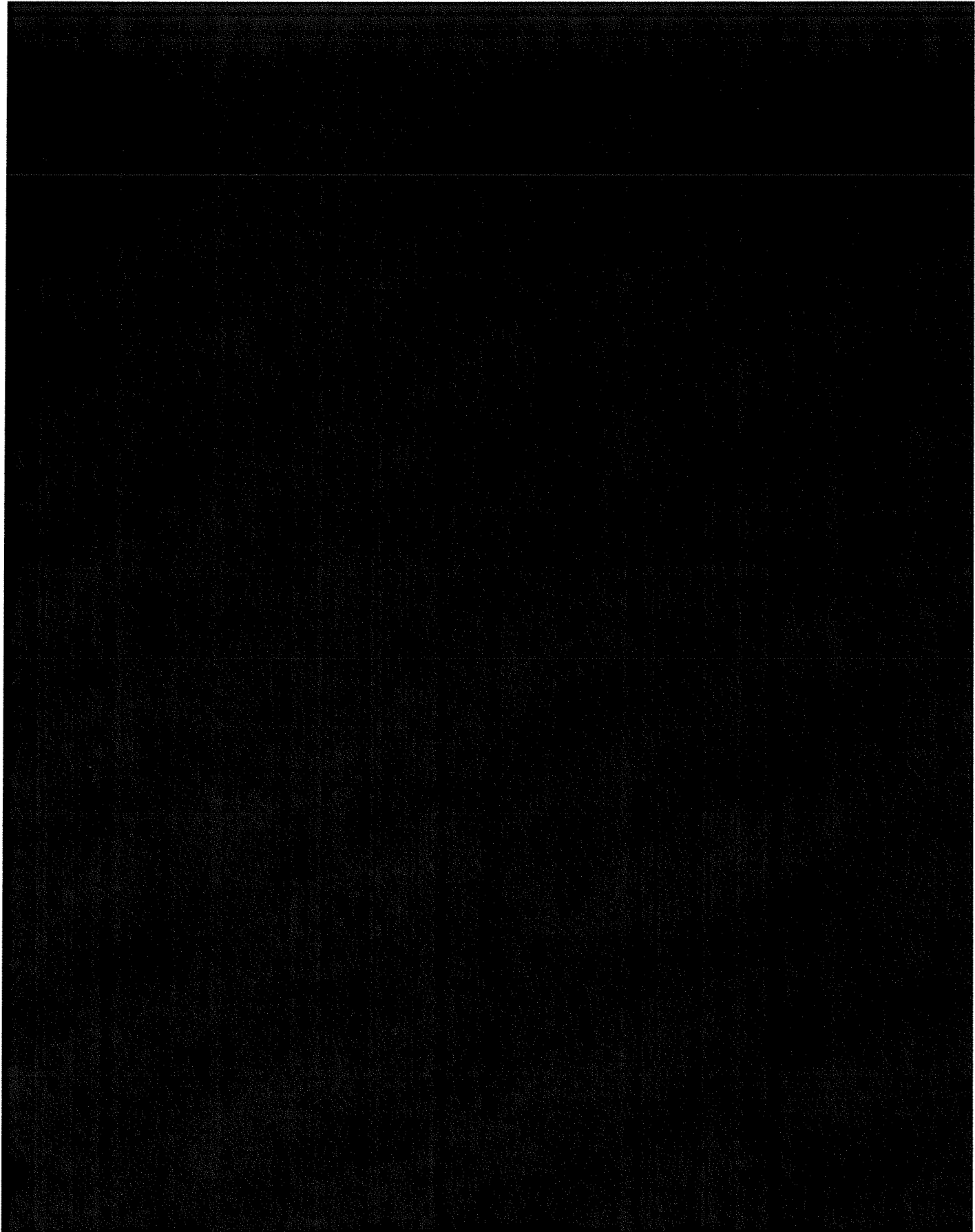
**TRADEMARK**  
**REEL: 006127 FRAME: 0237**

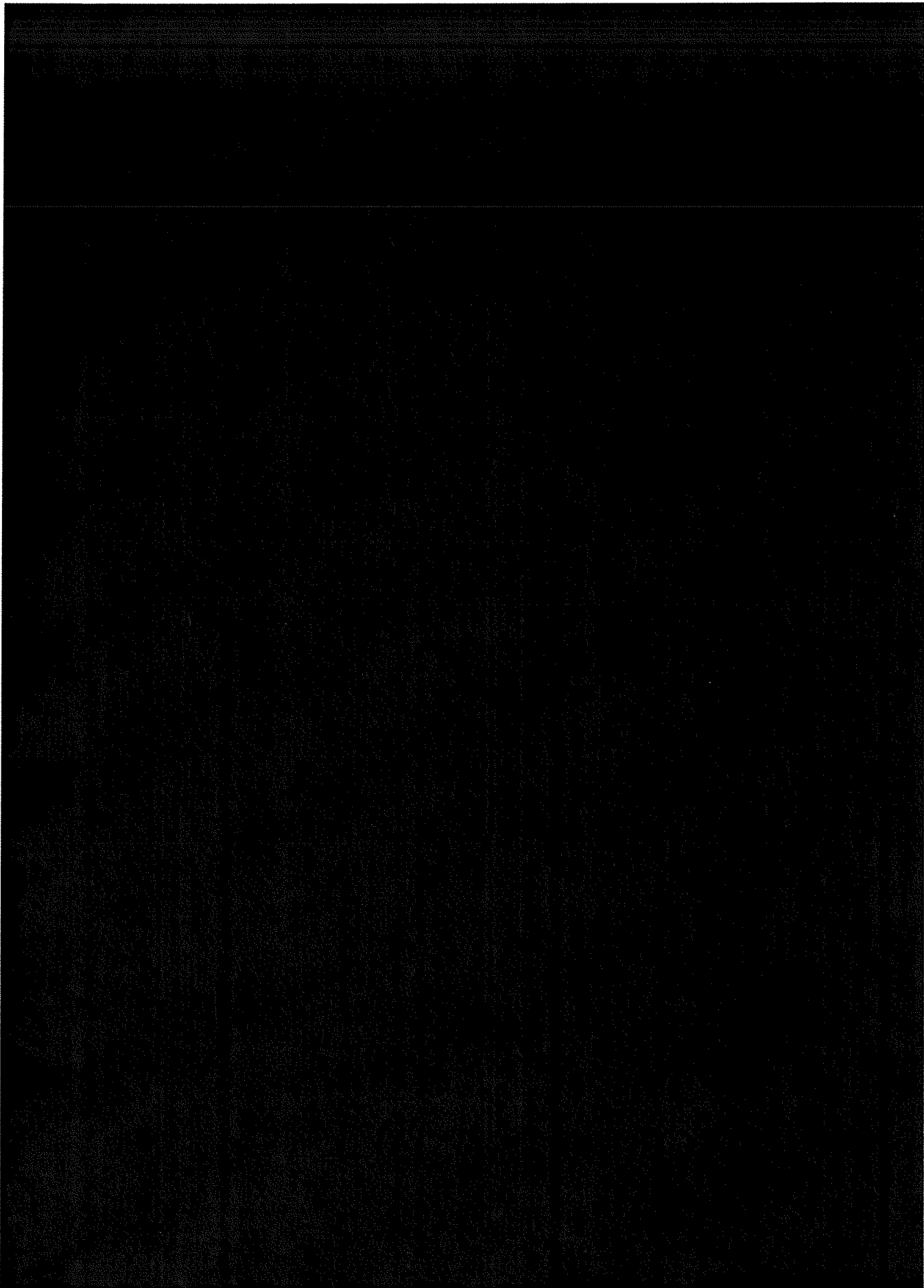


**TRADEMARK**  
**REEL: 006127 FRAME: 0238**



**TRADEMARK**  
**REEL: 006127 FRAME: 0239**





**RECORDED: 08/10/2017**

**TRADEMARK  
REEL: 006127 FRAME: 0241**