

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameritox, LLC		08/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TJ Holdings, LLC		
Street Address:	2805 Peachtree Industrial Boulevard		
Internal Address:	Suite 112		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4815866	TAPERRX	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel J. St. Onge		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	28514-162		
NAME OF SUBMITTER:	Daniel J. St. Onge		
SIGNATURE:	/Daniel J. St. Onge/		
DATE SIGNED:	08/31/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made as of August 31, 2017 (the "Effective Date") by and between Ameritox, LLC, a Delaware limited liability company (the "Assignor"), and TJ Holdings, LLC, a Georgia limited liability company (the "Assignee").

WHEREAS, Assignor holds the entire right, title, and interest in and to the trademark registrations and applications listed on Schedule 1 (collectively, the "Assigned Trademarks");

WHEREAS, Assignor, Assignee and Genex Services, LLC ("Buyer") have entered into that certain Membership Interest Purchase Agreement dated as of August 31, 2017 (the "Membership Purchase Agreement") pursuant to which Buyer has agreed to purchase all of the issued and outstanding ownership interests of Assignee; and

WHEREAS, pursuant to the Membership Purchase Agreement, Assignor has agreed to transfer, assign and convey to Assignee, and Assignee has agreed to acquire from the Assignor, the Assigned Trademarks.

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby accepts the assignment, transfer, conveyance and delivery of, all of Assignor's right, title and interest in and to the Assigned Trademarks, including all registrations and applications related thereto and all renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, together with all of Assignor's right, title and interest in and to the goodwill represented and symbolized thereby or associated therewith.
2. Assignor hereby authorizes the U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to receive or register Trademarks or applications therefor, to record Assignee as the owner of the Assigned Trademarks, and to issue all registrations for the foregoing, to be in the name of Assignee, as assignee of all of the Assigned Trademarks.
3. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would give application to the laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date by its duly authorized representative.

ASSIGNOR:

AMERITOX, LLC

By: 
Name: Todd Gardner
Title: Interim CEO

Schedule 1

<u>Trademark</u>	Date of issuance	Jurisdiction	Registration number
TaperRx	9/22/2015	United States	4,815,866