

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450644

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/26/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
1 Priority Biocidal, LLC		05/26/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crossford International, LLC		
<b>Street Address:</b>	420 West Avenue		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3816613	BIOSPRAY	
<b>Registration Number:</b>	3816614	BIOSPRAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2036229392		
<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>	2036229360		
<b>Email:</b>	jmw@gtlslaw.com		
<b>Correspondent Name:</b>	Jonathan M. Wells		
<b>Address Line 1:</b>	31 Brookside Drive		
<b>Address Line 2:</b>	GILBRIDE, TUSA, LAST & SPELLANE LLC		
<b>Address Line 4:</b>	Greenwich, CONNECTICUT 06830		
<b>NAME OF SUBMITTER:</b>	J		
<b>SIGNATURE:</b>	/Jonathan M. Wells/		
<b>DATE SIGNED:</b>	11/13/2017		
<b>Total Attachments: 5</b>			
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## Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of May 26, 2017 is made by Daniel E. Galloway, an individual with an address at 10032 Cade Trail, Fort Worth, Texas 76244, Darrell Bevelhymmer, an individual with an address at 6910 Sanctuary Heights Road, Fort Worth, Texas 76132 and 1 Priority Biocidal, LLC, a Texas limited liability company, with an address at 2410 Gravel Drive, Fort Worth, Texas 76118-6937 (collectively "Sellers"), in favor of Crossford International, LLC, a Connecticut limited liability company with an address c/o Goodway Technologies Corporation, 420 West Avenue, Stamford, Connecticut 06902 ("Buyer"), the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement between Buyer and Sellers, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

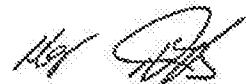
(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the (i) "Manuals"; (ii) "Labels"; (iii) "Tests"; (iv) "Advertising"; (v) "Shelf Life"; and (vi) "Vendor List" set forth on Schedule 3.05(b)(ii) through (b)(vii) of the Asset Purchase Agreement;

(d) the website domain name: [www.BioSpraySystems.com](http://www.BioSpraySystems.com);

(e) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and



(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Connecticut, without regard to the conflict of laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]




SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

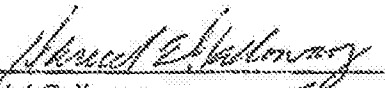
Sellers

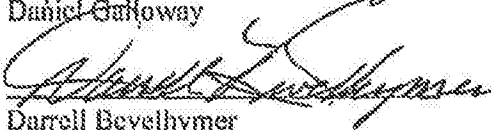
I Priority Biocidal LLC

By 

Name: Daniel Galloway

Title: Chief Executive Officer

  
Daniel Galloway

  
Darrell Bevelhimer

AGREED TO AND ACCEPTED:

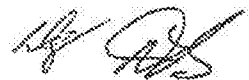
Buyer

Crossford International, LLC

By 

Name: Timothy Kane

Title: Authorized Signatory



SCHEDULE I

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Number	Patent Type	Description	Patent Date	Owner
8,635,873 B2	Utility	Compressed Gas-Driven Device with Passive Thermodynamic Composition	1/28/2014	Daniel Galloway Darrell Bevelhymmer
8,833,078 B2	Utility	Compressed Gas-Driven Device with Passive Thermodynamic Composition	9/26/2014	Daniel Galloway Darrell Bevelhymmer
US D670,314 S	Design	Portable Compressed Gas Powder Assembly	11/6/2012	Daniel Galloway Darrell Bevelhymmer
US D681,680 S	Design	Portable Compressed Gas Powder Assembly	5/7/2013	Daniel Galloway Darrell Bevelhymmer
US D683,368 S	Design	Portable Compressed Gas Powder Assembly	5/28/2013	Daniel Galloway Darrell Bevelhymmer
US D721,103 S	Design	Portable Compressed Gas Powder Assembly	1/13/2015	Daniel Galloway Darrell Bevelhymmer
US D723,066 S	Design	Portable Compressed Gas Powder Assembly	2/24/2015	Daniel Galloway Darrell Bevelhymmer
US D723,065 S	Design	Portable Compressed Gas Powder Assembly	2/24/2015	Daniel Galloway Darrell Bevelhymmer
US D737,334 S	Design	Portable Compressed Gas Powder Assembly	8/25/2015	Daniel Galloway Darrell Bevelhymmer



SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration Number	Trademark	Registered	Class	Owner
3,816,613	BIOSPRAY	7/13/2010	Int. Cls: 5 and 7	1 Priority Biocidal, LLC
3,816,614	BIOSPRAY (logo)	7/13/2010	Int. Cls: 5 and 7	1 Priority Biocidal, LLC

