

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461320

<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>
Biodaptive, LLC		05/22/2015	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dukal Corporation		
<b>Street Address:</b>	2 Fleetwood Court		
<b>City:</b>	Ronkonkoma		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11779		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4071466	BIODAPTIVE	
<b>Registration Number:</b>	4074931	BIODAPTIVE PRODUCING MEDICAL ADVANCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123368001		
<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>	212-336-8000		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Douglas A. Miro, Esq.		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	AMSTER, ROTHSTEIN & EBENSTEIN LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Douglas A. Miro		
<b>SIGNATURE:</b>	/Douglas A. Miro/		
<b>DATE SIGNED:</b>	02/07/2018		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is effective as of May \_\_, 2015 by and between Biodaptive, LLC, a Minnesota limited liability company ("Assignor"), and Dukal Corporation, a New York corporation ("Assignee"). The Assignor and the Assignee are sometimes collectively referred to hereinafter as the "Parties" and individually referred to hereinafter as a "Party."

**WHEREAS**, Assignor has entered into a certain Asset Purchase Agreement dated May \_\_, 2015 with Assignee (the "Agreement") and desires to assign various intellectual property rights described herein pursuant to the terms of the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Bill of Sale and the Assignment and Assumption, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. The Assignor hereby sells, transfers, assigns and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title, and interest in and to all Intellectual Property Rights (as defined in the Agreement) of Assignor, as all worldwide industrial and intellectual property rights, including, patents, patent applications, patent rights, trademarks (registered and/or at common law), trademark applications, trade names, service marks, service mark applications, URLs, works of authorship, copyrights, copyright registrations and applications for registration, mask work rights, moral rights, franchises, licenses, trade secrets, confidential business information (including ideas, research and development, know how, show-how, formulas, compositions, manufacturing and production processes and techniques, press diagrams, technology, technical data, designs, drawings, specifications, technical files, sterilization validation, aging & ISO 13485 testing-related materials, lists of complaints, clinical studies, FDA listings, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), proprietary information, proprietary processes and formulae, databases and data collections, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records. Set forth under Schedule 3.12(b) is a true and complete list of all copyright, mask work, trademarks, service marks, trade names, trade dress and other names and brand identifiers held or used by Seller and trademark registrations and applications and all patents and patent applications for Seller IP Rights owned or exclusively licensed by Seller or its Subsidiaries being transferred to Assignee pursuant to this Assignment.

2. Further Actions. The Assignor and the Assignee shall each perform their respective obligations with respect to further assurances pursuant to Section 7.5 of the Agreement, the terms and conditions of which are hereby incorporated herein and made a part hereof.

3. Assignment; Binding Effect. This Assignment and the rights and obligations of the Parties hereunder may not be assigned by any Party without the prior written consent of the other Party. This Assignment shall be binding and enforceable upon and inure to the benefit of the Parties and their successors and permitted assigns.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when all counterparts taken together shall have been executed and delivered (which deliveries may be made by facsimile or electronic transmission) by the Parties.

5. Notices. Any notice or other communication required or permitted to be given under this Assignment will be in writing, will be delivered personally or by mail or express delivery, postage prepaid, and will be deemed given upon actual delivery or, if mailed by registered or certified mail, on the third (3<sup>rd</sup>) Business Day following deposit in the mails, to the Parties and at the addresses set forth in Section 12.10 of the Agreement.

6. Governing Law; Venue; Waiver of Jury Trial. The provisions with respect to the governing law of this Assignment, the Parties election of jurisdiction and venue for disputes, and waiver of jury trial, shall be governed by Section 12.8 and Section 12.9 of the Agreement, the terms and conditions of which are hereby incorporated herein and made a part hereof.

7. Severability. If any provision of this Assignment or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Assignment shall be severable.

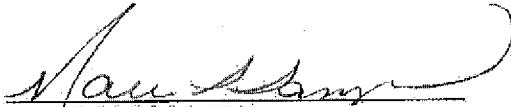
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IN WITNESS WHEREOF, the Assignor and the Assignee have each duly executed and delivered this Assignment as of the day and year first written above.

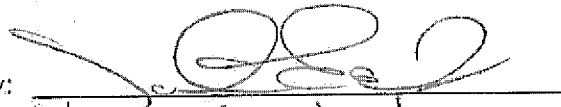
THE ASSIGNOR:

BIODAPTIVE, LLC,  
a Minnesota limited liability company

WITNESS:



Name: 

By: 

Name: John Ledz  
Title: President

THE ASSIGNEE:

DUKAL CORPORATION,  
a New York corporation

WITNESS:

\_\_\_\_\_  
Name:

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

IN WITNESS WHEREOF, the Assignor and the Assignee have each duly executed and delivered this Assignment as of the day and year first written above.

THE ASSIGNOR:

WITNESS:

BIODAPTIVE, LLC,  
a Minnesota limited liability company

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name:  
Title:

THE ASSIGNEE:

WITNESS:

DUKAL CORPORATION,  
a New York corporation

Richard J. Hinselwood CFO  
Name:

By: Gerard L. Duca

Name: Gerard L. Duca  
Title: Pres.

**Schedule 3.12(b)**  
**Trade Mark Applications/Registrations**

Serial Number	Registration Number	Date of Registration	Description of Mark
85116707	4074931	December 13, 2011	BIODAPTIVE PRODUCING MEDICAL ADVANCES
85094115	4071466	December 20, 2011	BIODAPTIVE



Design Mark (Not federally registered)

All copyrighted material on [www.biodaptive.com](http://www.biodaptive.com)

Abandoned Patent Application number Appl. No.: 13/150862 Filed: June 1, 2011 Assignee Name Biodaptive, LLC. which is assigned to the extent assignable and to which Seller provide no representations and warranties and disclaims any and all representations and warranties, assigned on an AS-IS basis.