

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIQUA BIOMEDICAL, INC.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARGENTUM MEDICAL, LLC		
Street Address:	2571 Kaneville Court		
City:	Geneva		
State/Country:	ILLINOIS		
Postal Code:	60134		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3661486	THERABOND	
Registration Number:	2264712	CHOICE SOURCE THERAPEUTICS	
Registration Number:	4999508	SILVERTRAK	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5248		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	David A. Bell		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	46347.35_83968		
NAME OF SUBMITTER:	David A. Bell		
SIGNATURE:	/s/David A. Bell/		
DATE SIGNED:	02/07/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), dated as of August 31, 2017 (“Effective Date”), is made and entered into by and among ARGENTUM MEDICAL, LLC, a Delaware limited liability company (“Purchaser”) and ALLIQUA BIOMEDICAL, INC., a Delaware corporation (“Seller” or “Assignor”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated August 31, 2017 (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among Purchaser and Seller. Capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement.

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, convey, transfer, deliver and assign to Purchaser all Intellectual Property that is primarily used in, or primarily related to, the Business, except for the Excluded Assets, including the Business Intellectual Property, and all goodwill associated therewith; and

B. Assignor is willing to assign all their rights in and to such Intellectual Property on the terms and subject to the conditions set forth in this IP Assignment; and

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Company, Shareholder and Purchaser, the parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignors hereby irrevocably sell, convey, transfer, deliver, assign and set over to the Purchaser, its successors and assigns, all of their worldwide right, title and interest in and to all Intellectual Property that is primarily used in, or primarily related to, the Business, except for the Excluded Assets, including the Business Intellectual Property (the “Assigned IP”), the same to be held and enjoyed by Purchaser, its successors and assigns, including without limitation all worldwide right, title and interest in and to the following:

(a) the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors’ certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the “Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all goodwill associated with any of the foregoing;

(c) Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the any Assigned IP in the name of the Purchaser, its successors and assigns; and

(e) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the foregoing, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Intellectual Property, and all rights corresponding thereto throughout the world for the Assigned IP.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Purchaser and to record Purchaser as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor shall provide the Purchaser, its successors and assigns with all such assistance as it may reasonably request to confirm, record, patent, register or enforce the rights granted in Section 1 above, including, without limitation, upon Purchaser’s reasonable request, to execute all further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this IP Assignment Agreement and to record the Purchaser as owner of the Assumed IP. Assignor shall not assert any right, title or interest in or to any of the Assumed IP or use any of the Assumed IP except as may be expressly authorized by the Purchaser in writing.

4. Successors and Assigns. This IP Assignment Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Entire Agreement; Modification. This IP Assignment Agreement, together with the Purchase Agreement, supersedes all prior agreements and understandings between the Parties or any of their respective Affiliates (written or oral) relating to the subject matter hereof, and is intended to be the entire and complete statement of the terms of the agreement between the Parties, and may be amended or modified only by a written instrument executed by the Parties. The waiver by one Party of any breach of this IP Assignment Agreement by the other Parties shall not be considered to be a waiver of any succeeding breach (whether of a similar or a dissimilar nature) of any such provision or other provision or a waiver of any such provision itself.

a. Section and Other Headings. The section and other headings contained in this IP Assignment Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this IP Assignment Agreement.

b. Governing Law. This IP Assignment Agreement shall be exclusively interpreted and governed by the Laws of the State of Delaware, without regard to its conflict of law provisions.

c. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement on the day and year first above written.

PURCHASER:

ARGENTUM MEDICAL, LLC

By: 
Name: Don Pierce
Title: Chairman and Secretary

SELLER:

ALLIQUA BIOMEDICAL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement on the day and year first above written.

PURCHASER:

ARGENTUM MEDICAL, LLC

By: _____
Name: Don Pierce
Title: Chairman and Secretary

SELLER:

ALLIQUA BIOMEDICAL, INC.

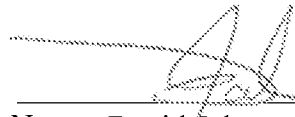
By: _____

Name: David Johnson
Title: CEO

EXHIBIT A

Intellectual Property

Patents

None

Trademarks; Trademark Registrations; Trademark Applications

Title	TM Number	Issue Date	App Number	Filing Date	Country
TheraBond	3,661,486	07/28/2009	77284362	09/20/2007	USA
TheraBond			14633490	06/26/2014	China
TheraBond		11/17/2014	303203298	11/17/2014	Hong Kong
TheraBond			103066241	11/18/14	Taiwan
TheraBond	177565	11/30/2009			Dominican Republic
Choice Source Therapeutics	2,264,712	07/27/1999	75482559	05/11/1998	USA
SilverTrack	4,999,508	07/12/2016	86595306	April 13, 2015	USA

TheraBond

TheraBond 3D

SilverTrak

SilverTrak Technology

TheraBond Antimicrobial Barrier Systems

TheraBond 3D Antimicrobial Barrier Systems

Any derivation of any of the foregoing.

Licensed Intellectual Property

Under the Amended and Restated Supply Agreement by and between Choice Therapeutics, Inc. and Carolina Silver, LLC (“Carolina Silver”), as supplier, dated February 22, 2013 (the “Supply Agreement”), to the extent Carolina Silver owns any patent that has a Valid Claim (as defined in the Supply Agreement) covering the use, manufacture, sale or importation of the Products (as defined in the Supply Agreement), Carolina Silver grants to Choice Therapeutics, for the Term (as defined in the Supply Agreement) of the Supply Agreement, a limited, worldwide paid up license under such patent to make, have made, use, offer to sell, sell or import such Products to

the extent necessary to make, have made, use, offer to sell, sell or import the balance of Choice Therapeutics' Requirements (as defined in the Supply Agreement) of the Products.

Unregistered Copyrights

Name	Date Published
For the Management of Burns- Smart Silver Science	April 2015
For the Management of Wound Care challenges- Smart Silver Science	April 2015
For the Management of Surgical-Site incisions - Smart Silver Science	April 2015