

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491402

<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>
GLOBAL PLASMA SOLUTIONS, LLC		09/21/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLOBAL PLASMA SOLUTIONS, INC.		
<b>Street Address:</b>	10 MALL TERRACE, BUILDING C		
<b>City:</b>	SAVANNAH		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31406		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5498631	IMOD	
<b>Registration Number:</b>	5498630	IWAVE	
<b>Serial Number:</b>	87211696	IFLEX	
<b>Serial Number:</b>	87211682	IVORTEX	
<b>Registration Number:</b>	5139061	SYNTHETIC WAVE TECHNOLOGY	
<b>Registration Number:</b>	4917288	GPS	
<b>Registration Number:</b>	4906396	GLOBAL PLASMA SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>	2149326400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	WILLIAM LI		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 2:</b>	MCGUIREWOODS LLP		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2069531-0018		
<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez		

OP \$190.00 5498631

<b>SIGNATURE:</b>	/Stephanie Hernandez/
<b>DATE SIGNED:</b>	09/25/2018
<b>Total Attachments: 5</b> source=IP Assignment_scheduleA#page1.tif source=IP Assignment_scheduleA#page2.tif source=IP Assignment_scheduleA#page3.tif source=IP Assignment_scheduleA#page4.tif source=IP Assignment_scheduleA#page5.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*IP Assignment Agreement*"), is made and entered into effective as of September 21, 2018 ("*Closing Date*"), by and between Global Plasma Solutions, LLC, a Georgia limited liability company ("*Assignor*"), and Global Plasma Solutions, Inc., a Delaware corporation ("*Assignee*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement of even date herewith among Assignor, Assignee, Charles H. Waddell, Shannon D. Waddell, Joseph A. Christiansen and Elizabeth T. Christiansen ("*Purchase Agreement*").

**RECITALS**

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to substantially all of the assets of Assignor, including, without limitation, the Intellectual Property Rights owned by, licensed to or otherwise used by Assignor in the Business (collectively, the "*Seller Intellectual Property*"); and

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**Definitions.**

The following terms used in this Agreement shall have the respective meanings assigned to them below:

(a) "*Patents*" shall mean all patents and patent applications, including all inventions, whether filed or yet to be filed, patents and patent applications, all letters patent in all countries of the world, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including without limitation the patent applications and issued patents listed in Schedules A and B, whether patented or unpatented, and whether or not reduced to practice, and the right to sue and collect damages for past infringement with respect to the foregoing.

(b) "*Trademarks*" shall mean all trademarks, service marks, trade dress, logos, slogans, brand names and trade names the Assignor has an ownership interest in (collectively, the "*Transferred Trademarks*") and all registrations and registration applications relating thereto anywhere in the world, including without limitation the registered trademarks listed in Schedule A, whether registered or unregistered, and the goodwill associated therewith, and the right to sue and collect damages for past infringement or dilution with respect to the foregoing, and 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.

**Section 1 Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all of Assignor's right, title and interest in and to all Intellectual Property constituting and relating to the Business (whether owned by Assignor or a third Person), including all Patents, Trademarks and Domain Names listed in

Schedule A and B, and including without limitation, all goodwill and all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("**Assigned IP**"). In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto ("**Domain Names**"), Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

**Section 2 Further Assurances.**

a. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedules A and B is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

**Section 3 Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

**Section 4 Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**Section 5 Choice of Law.** This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

**Section 6 Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Seller Intellectual Property, are incorporated herein by reference. Assignor and

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed effective as of the date first set forth above.

ASSIGNOR:

GLOBAL PLASMA SOLUTIONS, LLC

By: Charles H. Wadde  
Name: Charles H. Wadde  
Title: President

ASSIGNEE:

GLOBAL PLASMA SOLUTIONS, INC.

By: Marc D. Oken  
Name: Marc D. Oken  
Title: President

*Signature Page to Intellectual Property Assignment and Assumption Agreement*

TRADEMARK  
REEL: 006444 FRAME: 0218

**SCHEDULE A****ASSIGNED IP**1. Patents

COUNTRY	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	TITLE	STATUS
US	15/896854	2/14/2018			SELF CLEANING ION GENERATOR DEVICE	PENDING
US	15/896395	2/14/2018			ION GENERATOR MOUNTING DEVICE	PENDING
US	15/816027	11/17/2017			FLEXIBLE ION GENERATION DEVICE	PENDING
US	15/804618	11/6/2017			ION GENERATOR DEVICE	PENDING
US	15/670219	8/7/2017	10020180	7/10/2018	MODULAR ION GENERATOR DEVICE	GRANTING
US	15/412825	1/23/2017	9849208	12/26/2017	FLEXIBLE ION GENERATION DEVICE	GRANTED
US	15/297547	10/19/2016			ION GENERATION DEVICE HAVING ATTACHMENT DEVICES	PENDING
US	15/297638	10/19/2016			SELF CLEANING ION GENERATOR DEVICE	PENDING
US	15/293519	10/14/2016	9839714	12/12/2017	ION GENERATOR DEVICE	GRANTED
US	15/268717	9/19/2016	9925292	3/27/2018	ION GENERATOR MOUNTING DEVICE	GRANTED
US	15/238082	8/16/2016			ION GENERATION DEVICE	PENDING
US	14/971050	12/16/2015	9925567	3/27/2018	SELF CLEANING ION GENERATOR	GRANTED
US	15/040087	2/10/2016	9509125	11/29/2016	ION GENERATOR DEVICE	GRANTED
US	14/861469	9/22/2015	9478948	10/25/2016	ION GENERATOR MOUNTING DEVICE	GRANTED
US	14/722355	5/27/2015	9551497	1/24/2017	ION GENERATION DEVICE	GRANTED
US	14/480164	9/8/2014	9168538	10/27/2015	ION GENERATOR MOUNTING DEVICE	GRANTED
US	14/480120	9/8/2014	9289779	3/22/2016	ION GENERATION DEVICE	GRANTED
US	13/188764	7/22/2011	8861167	10/14/2014	BIPOLAR IONIZATION DEVICE	GRANTED
US	13/918282	6/14/2013	9441845	9/13/2016	ION GENERATION DEVICE	GRANTED
US	14/021507	9/9/2013	9025303	5/5/2015	ION GENERATION DEVICE	GRANTED
US	14/036173	9/25/2013	8873215	10/28/2014	ION GENERATOR MOUNTING DEVICE	GRANTED
US	14/036882	9/25/2013	8861168	10/14/2014	ION GENERATOR DEVICE	GRANTED
US	12/578753	10/14/2009	8564924	10/22/2013	SYSTEMS AND METHODS OF AIR TREATMENT USING BIPOLAR IONIZATION	GRANTED
US	14/165071	1/27/2014	10,073,055	9/11/2018	ION DETECTOR FOR MEASURING ION OUTPUT	ALLOWED

COUNTRY	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	TITLE	STATUS
US	16/003,327	6/8/2018			MODULAR ION GENERATOR DEVICE	PENDING
PCT	PCT/US13/045887	6/14/2013			ION GENERATION DEVICE	PENDING
US	14/632221	2/26/2015			ION GENERATION DEVICE	ABANDONED
EUROPE					BIOPOLAR IONIZATION DEVICE	WITHDRAWN

2. Trademarks

Serial No.	Registration No.	Mark	Assignee	Status
87/213285	5498631	IMOD	GLOBAL PLASMA SOLUTIONS, LLC	REGISTERED
87/211709	5498630	IWAVE	GLOBAL PLASMA SOLUTIONS, LLC	REGISTERED
87/211696		IFLEX	GLOBAL PLASMA SOLUTIONS, LLC	PENDING
87/211682		IVORTEX	GLOBAL PLASMA SOLUTIONS, LLC	PENDING
86/498348	5139061	SYNTHETIC WAVE TECHNOLOGY	GLOBAL PLASMA SOLUTIONS, LLC	REGISTERED
86/498615	4917288	GPS	GLOBAL PLASMA SOLUTIONS, LLC	REGISTERED
86/499600	4906396	GLOBAL PLASMA SOLUTIONS	GLOBAL PLASMA SOLUTIONS, LLC	REGISTERED

3. Domain Names

Domain Name	Registrant Organization	Expiration Date
GPSHVAC.COM	GLOBAL PLASMA SOLUTIONS, LLC	6/10/2020
globalplasmasolutions.co	Domain By Proxy, LLC	3/26/2020
globalplasmasolutions.com	GLOBAL PLASMA SOLUTIONS, LLC	12/1/2018
globalplasmasolutions.info	GLOBAL PLASMA SOLUTIONS, LLC	12/1/2018
globalplasmasolutions.mobi	GLOBAL PLASMA SOLUTIONS, LLC	12/1/2018
globalplasmasolutions.org	GLOBAL PLASMA SOLUTIONS, LLC	12/1/2018
globalplasmasolutions.us	GLOBAL PLASMA SOLUTIONS, LLC	11/30/2018
internationalioncouncil.org	Domain By Proxy, LLC	3/27/2020
globalplasmasolutions.net	GLOBAL PLASMA SOLUTIONS, LLC	12/01/2018