

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octane Biotech, Inc.		10/30/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Octane Medical Group Inc.		
Street Address:	369 Dalton Avenue		
City:	Kingston, Ontario		
State/Country:	CANADA		
Postal Code:	K7K 6Z1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4005190	OCTANE BIOTECH	
Registration Number:	4005191	OCTANE ORTHOBIOLOGICS	
Registration Number:	3849335	OCTANE	
CORRESPONDENCE DATA			
Fax Number:	4044200913		
<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:	404-572-6600		
Email:	trademarks.atl@bclplaw.com		
Correspondent Name:	Damon J. Whitaker		
Address Line 1:	1201 West Peachtree Street, NW, 14th Fl.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	0314565		
NAME OF SUBMITTER:	Damon J. Whitaker		
SIGNATURE:	/Damon J. Whitaker/		
DATE SIGNED:	12/10/2018		
Total Attachments: 4			
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ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made as of October 30, 2018, by and between **OCTANE BIOTECH INC.**, an Ontario Corporation, as assignor ("Assignor"), and **OCTANE MEDICAL GROUP INC.**, an Ontario Corporation, as assignee ("Assignee")

WHEREAS, Assignor owns the various registered trademarks set out on Schedule "A" attached hereto;

AND WHEREAS, Assignor agrees to assign and Assignee agrees to accept the assignment of all of Assignor's right, title, and interest in the world in and to the trademarks and registrations listed on **Schedule "A"** attached hereto and incorporated herein by this reference, in any and all forms, formats, styles, and designs, including any logos used in conjunction therewith prior to and/or as of the date of this Assignment, symbolized thereby (collectively, the "**Assigned Marks**").

NOW, THEREFORE, in consideration of the foregoing, good and valuable consideration of USD\$ 1.00 and other good and valuable consideration, premises and covenants, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer.** Assignor confirms that the facts set out above are accurate and that Assignor hereby, sells, assigns, conveys, sets over and transfers to Assignee, all right, title and interest in and to the Assigned Marks in the world, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this Assignment had not been made, together with its rights to apply for and the privilege of applying for, obtaining and maintaining registration of the Assigned Marks and all claims for damage by reason of past infringement of the Assigned Marks, with the right to sue for and collect the same for Assignee's own use and behalf and for the use and on behalf of its successors, assigns or other legal representatives.

2. **Further Assurances.** At any time on or after the date of this Assignment, Assignor, at Assignee's cost, shall execute, acknowledge, and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further transfers, assignments, conveyances and assurances and take such actions as reasonably necessary and requested by Assignee to transfer, convey and assign to Assignee possession and use of the Assigned Marks, to comply with all applicable legal requirements to effect such transfers, conveyances and assignments, and/or to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will be provided, as reasonably necessary upon Assignee's request, and at Assignee's cost, promptly with all pertinent facts, documents and specimens relating to the Assigned Marks and all legal equivalents as may be known and accessible to Assignor.

3. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

5. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, and/or by facsimile or PDF file, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

OCTANE BIOTECH INC.

By:  _____

Name: _____

Timothy Smith

Title: _____

President

I have authority to bind this corporation

OCTANE MEDICAL GROUP INC.

By:  _____

Name: _____

Timothy Smith

Title: _____

President

I have authority to bind this corporation

SCHEDULE "A"

No.	Trademark - Canada	Status
1	OCTANE	Registered App 31-OCT-2008 App 1416726 Reg 07-APR-2010 Reg TMA763427
2	OCTANE BIOTECH	Registered App 10-SEP-2010 App 1495428 Reg 02-SEP-2011 Reg TMA806014
No.	Trademark - Japan	Status
3	OCTANE	Registered App 2009-31377 Reg 23-OCT-2009 Reg 5274423
4	OCTANE BIOTECH	Registered App 2010-072721 Reg 24-JUN-2011 Reg 5420098
5	OCTANE ORTHOBIOLOGICS	Registered App 2010-072720 Reg 24-JUN-2011 Reg 5420097
No.	Trademark - Australia	Status
6	OCTANE	Registered App 22-APR-2009 App 1295381 Reg 22-APR-2009 Reg 1295381
7	OCTANE BIOTECH	Registered App 1383244 Reg 14-SEP-2011 Reg 1383244
8	OCTANE ORTHOBIOLOGICS	Registered App 24-SEP-2010 App 1383245 Reg 24-SEP-2010 Reg 1383245
No.	Trademark – European Union	Status
9	OCTANE	Registered App 27-APR-2009 App 008246639 Reg 23-DEC-2009 Reg 8246639
10	OCTANE BIOTECH	Registered

No.	Trademark - Canada	Status
		App 14-SEPT-2010 App 009373259 Reg 25-FEB-2011 Reg 9373259
11	OCTANE ORTHOBIOLOGICS	Registered App 14-SEP-2010 App 009373234 Reg 25-FEB-2011 Reg 9373234
No.	Trademark – United States	Status
12	OCTANE	Registered App 27-APR-2009 App 77722862 Reg 21-SEP-2010 Reg 3849335
13	OCTANE BIOTECH	Registered App 14-SEP-2010 App 85129263 Reg 02-AUG-2011 Reg 4005190
14	OCTANE ORTHOBIOLOGICS	Registered App 14-SEP-2010 App 85129287 Reg 02-AUG-2011 Reg 4005191