

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kforce Inc.		02/01/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TraumaFX Solutions Inc.		
Street Address:	c/o Kforce Inc., 1001 East Palm Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3919352	MULTIPLE AMPUTATION TRAUMA TRAINER (MATT	
Registration Number:	5175146	TRAUMAF/X	
Registration Number:	4104194	TRAUMAFX	
Registration Number:	4167672	TRAUMAFX	
Registration Number:	4167675	TRAUMAFX	
CORRESPONDENCE DATA			
Fax Number:	2026288844		
<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:	202-624-2500		
Email:	rswann@crowell.com		
Correspondent Name:	Crowell & Moring LLP		
Address Line 1:	PO Box 14300		
Address Line 2:	Intellectual Property Group		
Address Line 4:	Washington, D.C. 20044-4300		
NAME OF SUBMITTER:	KAREN C. HERMANN		
SIGNATURE:	/KAREN C. HERMANN/		
DATE SIGNED:	02/26/2019		
Total Attachments: 4			

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into as of the 1st day of February, 2019, by and between Kforce Inc. a Florida corporation ("Assignor"), and TraumaFX Solutions Inc., a Florida corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Transfer and Contribution Agreement dated as of February 1, 2019 (the "Asset Transfer Agreement"), by and among Assignor, Assignee and the other parties thereto, pursuant to which Assignor has agreed to transfer, convey, assign and deliver to Assignee and Assignee has agreed to accept and acquire from Assignor, all of the trademarks and trademark applications listed on Schedule A hereto (the "Transferred Trademarks").

B. The parties wish to enter into this Assignment to evidence the transfer of the Transferred Trademarks.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Transfer Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Asset Transfer Agreement.

2. Assignment. Subject to Section 3 of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Transferred Trademarks, together with the goodwill, if any, of the Transferred Business associated therewith and which is symbolized thereby, and Assignee hereby accepts such assignment, transfer and conveyance. Assignor further assigns, transfers and conveys to Assignee all rights, if any and subject to any license agreement or other Contract with a third party, of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Transferred Trademarks, including, without limitation, all common law rights with respect thereto, the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse, and Assignee hereby accepts such assignment, transfer and conveyance.

3. Incorporation of Asset Transfer Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Transfer Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. This Assignment is made without representation or warranty, except as and to the extent provided in the Asset Transfer Agreement.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

6. Governing Law. Any controversy or claim arising out of or relating to this Assignment shall be handled in accordance with Section 9.2 of the Asset Transfer Agreement. This Assignment shall be governed by the substantive laws of the State of Florida without regard to its conflicts of laws principles.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

8. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date first above written.


Assignor:

Assignee:

Kforce Inc.

TraumaFX Solutions Inc.

By: 
Name: David Kelly
Title: Secretary

By: 
Name: Jeffrey Hackman
Title: Senior Vice-President

Signature Page to Assignment of Trademarks

SCHEDULE A
Transferred Trademarks

Registered Trademarks. The following registered trademarks:

<i>Trademark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
MULTIPLE AMPUTATION TRAUMA TRAINER (MATT)	Kforce Inc.	U.S	3919352	15-Feb-2011
TRAUMAFX	Kforce Inc.	U.S	5175146	04-Apr-2017
TRAUMAFX	Kforce Inc.	U.S	4104194	28-Feb-2012
TRAUMAFX	Kforce Inc.	U.S	4167672	03-Jul-2012
TRAUMAFX	Kforce Inc.	U.S	4167675	03-Jul-2012