

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Summit Medical, LLC		02/19/2019	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Invisian Medical, LLC		
<b>Street Address:</b>	6401 Sagamore Rd.		
<b>City:</b>	Mission Hills		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66208		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5182791	MINNE TIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	214-661-5578		
<b>Email:</b>	jwillard@polsinelli.com		
<b>Correspondent Name:</b>	ADAM C. REHM		
<b>Address Line 1:</b>	2950 N. Harwood Street, Suite 2100		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	101721-613932		
<b>NAME OF SUBMITTER:</b>	ADAM C. REHM		
<b>SIGNATURE:</b>	/ADAM C. REHM/		
<b>DATE SIGNED:</b>	02/28/2019		
<b>Total Attachments: 5</b>			
source=Invisian Medical - Intellectual Property Assignment Agreement-c#page1.tif			
source=Invisian Medical - Intellectual Property Assignment Agreement-c#page2.tif			
source=Invisian Medical - Intellectual Property Assignment Agreement-c#page3.tif			

CH \$40.00 5182791

source=Invisian Medical - Intellectual Property Assignment Agreement-c#page4.tif

source=Invisian Medical - Intellectual Property Assignment Agreement-c#page5.tif

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this "Assignment"), dated as of February 19, 2019, is by and between Invisian Medical, LLC, a Delaware limited liability company ("Assignee"), and Summit Medical, LLC, a Minnesota limited liability company ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including certain Intellectual Property (as such term is defined in the Purchase Agreement), owned by Assignor and set forth on Schedule A attached hereto (the "Business Intellectual Property"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, and further including:

- (a) with respect to the trademark registrations, the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all applicable royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items,

to ensure that the Business Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement.

This Agreement shall be exclusively interpreted and governed by the laws of the State of Illinois, without regard to its conflict of law provisions.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

**ASSIGNEE:**

**INVISIAN MEDICAL, LLC**

By:   
Name: Jan M. Creidenberg  
Its President and CEO

**ASSIGNOR:**

**SUMMIT MEDICAL, LLC**

By: \_\_\_\_\_  
Name:  
Its:

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.


**ASSIGNEE:**

**INVISIAN MEDICAL, LLC**

By: \_\_\_\_\_  
Name:  
Its

**ASSIGNOR:**

**SUMMIT MEDICAL, LLC**

  
By: \_\_\_\_\_  
Name: Don Pierce  
Its: Chairman

**SCHEDULE A**

**BUSINESS INTELLECTUAL PROPERTY**

1. Exclusive Patent License Agreement, dated January 22, 2014, between Regents of the University of Minnesota and the Company.
2. The following domain names:
  - a. MINNETIE.COM
  - b. MINNETIES.COM
  - c. MINNIETIES.INFO
  - d. MINNIETIES.NET
  - e. MINNETIES.ORG
3. The following trademarks:

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
MINNETIES	86/787267	01/18/2016	5,182,791	04/11/2017