

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM513949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/08/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MedCision, LLC	FORMERLY Biocision, LLC	03/12/2019	Corporation: CALIFORNIA
			LLC: Delaware
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astero Bio Corporation		
<b>Street Address:</b>	3475 Edison Way		
<b>Internal Address:</b>	Suite A		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4878189	THAWSTAR	
Registration Number:	4673958	COOLSTATION	
Registration Number:	5151370	MEDCISION	
Registration Number:	5618133	AUTOMATION FOR THE CLINIC	
<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>Email:</b>	dconklin@kmclaw.com		
<b>Correspondent Name:</b>	David R. Conklin		
<b>Address Line 1:</b>	36 S. State Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	David R. Conklin		
<b>SIGNATURE:</b>	/David R. Conklin/		
<b>DATE SIGNED:</b>	03/12/2019		
<b>Total Attachments: 11</b>			

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**CONFIRMATORY & NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Confirmatory Nunc Pro Tunc Trademark Assignment (the "Assignment") is made by and between MedCision, LLC (f.k.a. BioCision, LLC; see Exhibit A; collectively "MedCision"), BroadOak Fund III, LLC ("BroadOak"), and Astero Bio Corporation ("Astero").

WHEREAS, MedCision was the owner of certain registered trademarks listed below (the "Trademarks").

WHEREAS, MedCision and BroadOak entered into a certain Asset Purchase Agreement on April 2, 2018, providing for the sale by MedCision to BroadOak of the Trademarks.

WHEREAS, the United States Bankruptcy Court of the Northern District of California (the "Bankruptcy Court"), in Case No. 17-31272, approved the sale of the Trademarks by MedCision to BroadOak on May 4, 2018.

WHEREAS, on May 9, 2018, MedCision entered into a Bill of Sale, Assignment, and Conveyance ("Bill of Sale", see Exhibit B) under which it attempted to sell, transfer, assign and deliver to BroadOak certain rights in the Trademarks.

WHEREAS, MedCision and BroadOak hereby acknowledge and agree that the transfer of certain rights in Trademarks attempted in the Bill of Sale did not occur and was not a valid transfer of these rights, and that this Assignment satisfies the Bill of Sale and the approved sale of the Trademarks by the Bankruptcy Court.

AND WHEREAS, Astero Bio Corporation (hereinafter referred to as the "Assignee"), a corporation duly organized under the laws of the State of Delaware, having a place of business located at 3475 Edison Way, Suite A, Menlo Park, CA 94025, desires to acquire all right, title, interest, and goodwill in the Trademarks, their registration and applications, and all accrued rights including prior uses and rights against any infringements before the date of this Assignment.

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
ThawSTAR	US	86/289,802	May 22, 2014	4,878,189	December 29, 2015
ThawSTAR	EC	013479902	November 21, 2014	013479902	April 21, 2015
ThawSTAR	CN	15771477	November 21, 2014	15771477	January 14, 2016

## Trademark Assignment

ThawSTAR	JP	2014-098534	November 21, 2014	5748124	March 6, 2015
Coolstation	US	86/125,959	November 21, 2013	4,673,958	January 20, 2015
Medcision	US	85/563,050	March 7, 2012	5,151,370	February 28, 2017
Automation for the Clinic	US	87/345,878	February 22, 2017	5,618,133	November 27, 2018

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, MedCision hereby assigns to Astero the entire right, title, and interest in and to said Trademarks and any respective applications, registrations, and/or renewals thereof, together with the goodwill of the uses or business symbolized by and associated with the trademarks and all rights to bring suit for past or future infringement of the trademarks.

MedCision further authorizes and requests the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to Astero any and all trademarks, or other rights or documents, together with the goodwill of the uses or business symbolized by and associated with the trademarks, resulting from the Trademarks of this Assignment.

MedCision and BroadOak shall further sign all papers and documents, including without limitation, applications and assignments, and, at Astero's expense, perform any other acts that are necessary in connection with the prosecution of said Trademarks.

MedCision and BroadOak acknowledge and agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of Astero, its successors, assigns and other legal representatives, and shall be binding upon MedCision and BroadOak, as well as their heirs, legal representatives and assigns.


MedCision and BroadOak acknowledge and affirm that they have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

MedCision and BroadOak acknowledge, agree, and affirm that this Assignment has the same legal force and effect as if executed on May 8, 2018.

Signed by authorized representatives of the parties on the date indicated below.

Trademark Assignment

**MEDCISION, LLC**

Signature: 

Date: 3-12-19

Name: William F. Snider

As authorized by Order of United States Bankruptcy  
Court for the Northern District of California in Case No.  
17-31272

Acknowledged:

**BROADOAK FUND III, LLC**

Signature: 

Date: 3-12-19

Name: William F. Snider

Partner, BroadOak Capital Partners

Accepted:

**ASTERO BIO CORPORATION**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Samuel Kent

Chief Executive Officer

Trademark Assignment

**MEDCISION, LLC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: William F. Snider

As authorized by Order of United States Bankruptcy  
Court for the Northern District of California in Case No.  
17-31272

Acknowledged:

**BROADOAK FUND III, LLC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: William F. Snider

Partner, BroadOak Capital Partners

Accepted:

**ASTERO BIO CORPORATION**

Signature: \_\_\_\_\_

Date: 03/12/19

Name: Samuel Kent

Chief Executive Officer

**Exhibit A – “Name Change from BioCision, LLC to MedCision, LLC”**

**Delaware**  
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BIOCISION, LLC", CHANGING ITS NAME FROM "BIOCISION, LLC" TO "MEDCISION, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2016, AT 6:51 O'CLOCK P.M.



*JWB*  
Jeffrey W. Bullock, Secretary of State

4539503 8100  
SRN 20166828102

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 209425300  
Date: 12-01-16

**PATENT**  
**REEL: 042112 FRAME: 0775**

State of Delaware  
Secretary of State  
Division of Corporations  
Delaware 8661 P33 11/29/2016  
FILED 06:31 29811/29/2016  
SR 20160826102 - File Number 4539503

**CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF FORMATION  
OF  
BIOCISION, LLC**

BioCision, LLC, a limited liability company, (the "LLC") formed and existing under and by virtue of the Delaware Limited Liability Company Act hereby certifies as follows:

1. The name of the LLC is BioCision, LLC. The LLC's original certificate of formation was filed with the Secretary of State of the State of Delaware on June 27, 2008.
2. The Certificate of Formation of the Company is hereby amended and restated in its entirety by replacing the First Section thereof with the following:

"1. *Name.* The name of the limited liability company is MedCision, LLC."

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Amendment to the Certificate of Formation this 28th day of November, 2016.

/s/ Rolf O. Ehrhardt  
Rolf O. Ehrhardt, Manager

BioCision - Certificate of Amendment to Certificate of Formation (name change to MedCision, LLC) [CONFORMED]\_1ps062\_8344848\_3).DOCX

**RECORDED: 03/29/2017**

**PATENT  
REEL: 042112 FRAME: 0776**



**EXHIBIT B – “Bill of Sale”**

**BILL OF SALE, ASSIGNMENT, AND CONVEYANCE**

**THIS BILL OF SALE, ASSIGNMENT, AND CONVEYANCE** (this “Bill of Sale”) is made this 26<sup>th</sup> day of May, 2018, by and between MedCision, LLC, (“Seller”), a debtor in possession in the chapter 11 case pending the United States Bankruptcy Court of the Northern District of California (the “Bankruptcy Court”) under Case No. 17-31272 and BroadOak Fund III or its assignee (“Buyer”).

**WHEREAS**, Seller and Buyer entered into a certain Asset Purchase Agreement (the “Agreement”) on April 2, 2018, providing for the sale by Seller to Buyer of certain of Seller’s assets set forth on Exhibit A attached hereto and incorporated herein by this reference (the “Assets”).

**WHEREAS**, the Bankruptcy Court approved the sale of the Assets to the Purchaser pursuant to its order entered in the Bankruptcy Case on May 4, 2018 (the “Sale Order”).

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements set forth herein and in the Agreement, and payment by Buyer to Seller of the Purchase Price agreed to by the parties in the Agreement, the parties hereto covenant and agree as follows:

1. **Transferred Assets**. Seller hereby sells, transfers, assigns, and delivers to Buyer, free and clear of any encumbrance, all of Seller’s right, title, and interest in and to the Assets.

2. **Representation and Warranty as to Title and Accuracy**. Seller represents and warrants that as of the date of this Bill of Sale, Seller owns good and marketable title to the Assets. **THE SALE OF ASSETS EVIDENCED BY THIS BILL OF SALE IS MADE “AS IS, WHERE IS, AND WITH ALL FAULTS” AND EXCEPT FOR THE EXPRESS WARRANTIES IN THE PRECEDING SENTENCE AND IN THE AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER.**

3. **Further Assurances**. Seller hereby covenants and agrees that it will, at the request of Buyer and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to sell, transfer, convey, assign and deliver to, and vest in, Buyer and its successors and assigns, good, clear, unencumbered record and marketable title to the Assets hereby sold, assigned, conveyed, transferred and delivered, or intended so to be, and to put Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Agreement.

4. **Asset Purchase Agreement**. The capitalized terms contained herein and not otherwise defined herein shall be defined as set forth in the Agreement. This Bill of Sale is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement, which is incorporated herein by

Trademark Assignment

reference. In the event of a conflict between the terms of this Bill of Sale and the terms of the Agreement, the terms of the Agreement shall prevail.

5. Counterparts. This Bill of Sale may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Bill of Sale and shall be considered a single document. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature to this Bill of Sale.

6. Successors. This Bill of Sale shall inure to the benefit of, and be binding upon, the respective successors, executors, administrators, legal representatives and assigns of the Seller and the Purchaser.

7. Governing Law. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of California and subject to the jurisdiction of the Bankruptcy Court.

IN WITNESS WHEREOF, each party hereto has executed this Bill of Sale or caused it to be executed on its behalf by its duly authorized representatives, as of the day and year first above written.

SELLER:

MedCision, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BUYER:

BroadOak Fund III

By: Will Rair

Name: William Snider

Title: Manager

**EXHIBIT A**  
**to**  
**Bill of Sale**

Purchased Assets: All of the Seller's right, title and interest in and to the assets owned by Seller, other than Excluded Assets defined below, including without limitation: all inventory, intellectual property rights, trademark rights, designated customer contracts, all work in process under customer contracts, copies of (or access to) all business books and records (including but not limited to all correspondence and communications between the Seller and any person or entity), all claims and causes of action by the Seller against any person or entity, and, to the extent transferrable, all licenses, permits and other governmental authorizations that the Seller may have.

Excluded Assets: The following shall be excluded from the sale: (a) cash and deposit accounts of the Seller; (b) accounts receivable of the Seller; (c) non-designated customer contracts; (d) real property and personal property leases; (e) the Seller's original books and records (provided, however, that Buyer will receive at closing copies of (or continuing access to) books and records); (f) rights with respect to income tax refunds or attributes; (g) all bankruptcy avoidance causes of action including those arising out of any of Sections 544 through 553 of the Bankruptcy Code; (h) all claims of the Seller's bankruptcy estate against the Seller's former directors and officers; and (i) all defenses (including without limitation any rights of subordination or re-characterization), counterclaims, cross claims, and rights of offset or recoupment as against any claims asserted against the Seller's estate by any party other than Buyer

Trademark Assignment

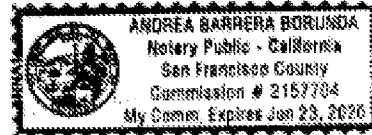
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On 5/8/2018, before me, Andrea Barrera Borunda, a Notary Public, personally appeared Kyle Everett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Andrea Borunda

Trademark Assignment

State of Maryland  
County of Montgomery )

On May 9, 2018, before me, Michelle M. Baum, a Notary Public, personally appeared William Sider, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

