TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM524443

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	01/01/2019	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lung Institute, LLC		05/15/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Medovex Corp.	
Street Address:	1950 Airport Road Suite A	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30341	
Entity Type:	Corporation: NEVADA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	88209960	Al2
Serial Number:	88214023	ANTI-INFLAMMATORY INITIATIVE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2022942287

Email: jgerben@gerbenlawfirm.com

Joshua M. Gerben Esq. **Correspondent Name:** Address Line 1: 1050 Connecticut Ave. NW,

Address Line 2: Suite 500

Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Eric Perrott, Esq.
SIGNATURE:	/Eric Perrott, Esq./
DATE SIGNED:	05/21/2019

Total Attachments: 2

source=Lung Institute_Nunc Pro Tunc_Assignment 1B#page1.tif source=Lung Institute Nunc Pro Tunc Assignment 1B#page2.tif

> **TRADEMARK** REEL: 006650 FRAME: 0103

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of January 1, 2019 by and between Lung Institute, LLC, a Delaware limited liability company ("Assignor"), and, Medovex Corp., a Nevada corporation with a business address of 1950 Airport Road Suite A, Atlanta GA 30341 ("Assignee").

RECITALS

WHEREAS, Assignor is the last listed owner for the following federal trademark applications (collectively referred to as, the Applications):

AI2 (Ser. No. 88209960); and ANTI-INFLAMMATORY INITIATIVE (Ser. No. 88214023).

WHEREAS, the Assignee is the successor to that portion of Assignor's business to which the marks shown in the Applications pertains, which business is ongoing and existing;

WHEREAS, the Assignor's intention is to assign and transfer to Assignee, its successor, all of its rights, titles, goodwill, intent and interest in the AI2 and ANTI-INFLAMMATORY INITIATIVE marks and the associated Applications (collectively referred to hereafter as the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby agree as follows:

- 1. Assignment. Assignor confirms that on or about January 1, 2019, Assignor did and has assigned to Assignee:
 (1) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.
- 2. <u>Acceptance</u>. Assignee hereby acknowledges that it accepted the foregoing assignment for good and valuable consideration on or around January 1, 2019 and wishes to evidence this assignment by executing this instrument.

TRADEMARK
REEL: 006650 FRAME: 0104

Assignor and Assignee have executed this Agreement as of	5/15/19
Assignor:	Assignee:
Lung Institute, LLC	MEDOVEX CORP.
Signature:	Signature:
Printed Name: Briley Cienkosz	Printed Name: Briley Cienkosz
Title: CWO	Title: CMO

RECORDED: 05/21/2019

TRADEMARK REEL: 006650 FRAME: 0105