

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/01/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lung Institute, LLC		05/15/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medovex Corp.		
<b>Street Address:</b>	1950 Airport Road Suite A		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30341		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88091294	LUNG MAINTENANCE TREATMENT	
<b>Serial Number:</b>	88091293	LUNG RESTORATION TREATMENT PLUS	
<b>Registration Number:</b>	5567463	PULMONARY TRAP	
<b>Registration Number:</b>	4484509	LUNG INSTITUTE	
<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>	2022942287		
<b>Email:</b>	jgerben@gerbenlawfirm.com		
<b>Correspondent Name:</b>	Joshua M. Gerben		
<b>Address Line 1:</b>	1050 Connecticut Ave. NW		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	Eric Perrott, Esq.		
<b>SIGNATURE:</b>	/Eric Perrott, Esq./		
<b>DATE SIGNED:</b>	05/21/2019		
<b>Total Attachments: 2</b>			

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“Assignment”) is made by and between Lung Institute, LLC (“Assignor”), a Delaware limited liability company, 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 of the following trademark registrations and applications:

LUNG MAINTENANCE TREATMENT, Ser. No. 88091294;  
LUNG RESTORATION TREATMENT PLUS, Ser. No. 88091293;  
PULMONARY TRAP, Reg. No. 5567463;  
and LUNG INSTITUTE, Reg. No. 4484509 (the “Registrations and Applications”); and

WHEREAS, the Assignor assigned, on or about January 1, 2019 to Assignee all of its rights, titles, goodwill and interest in the LUNG MAINTENANCE TREATMENT, LUNG RESTORATION TREATMENT PLUS, PULMONARY TRAP, LUNG INSTITUTE, and associated Registrations and Applications (collectively referred to hereafter as 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; and

WHEREAS, the Assignor and the Assignee wish to evidence this assignment by executing this instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby evidence the assignment 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. Acceptance. 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.

Assignor and Assignee have executed this Agreement as of 5/15/19

**Assignor:**

**Lung Institute, LLC**

Signature:

Briley Cienkosz

Printed Name:

Briley Cienkosz

Title: CMO

**Assignee:**

**MEDOVEX CORP.**

Signature:

Briley Cienkosz

Printed Name:

Briley Cienkosz

Title: CMO