

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Octane Biotech, Inc.		10/30/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Octane Medical Group Inc.		
<b>Street Address:</b>	640 Cataraqui Woods Drive		
<b>City:</b>	Kingston, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K7P 2Y5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4956137	AUTOGRAFTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9738484001		
<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>	973-848-4150		
<b>Email:</b>	nwtrademarks@klgates.com		
<b>Correspondent Name:</b>	Frank L. Politano		
<b>Address Line 1:</b>	One Newark Center, 10th Floor		
<b>Address Line 2:</b>	One Newark Center, 10th Floor		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Frank L. Politano		
<b>Address Line 1:</b>	One Newark Center, 10th Floor		
<b>Address Line 2:</b>	One Newark Center, 10th Floor		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>NAME OF SUBMITTER:</b>	Frank L. Politano		
<b>SIGNATURE:</b>	/Frank L. Politano/		
<b>DATE SIGNED:</b>	05/03/2022		

CH \$40.00 4956137

**Total Attachments: 3**

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## ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made as of October 30, 2018, by and between **OCTANE BIOTECH, INC.**, an Ontario Corporation, as assignor ("Assignor"), and **OCTANE MEDICAL GROUP INC.**, an Ontario Corporation, as assignee ("Assignee")

**WHEREAS**, Assignor owns the registered trademark set out on Schedule "A" attached hereto;

**AND WHEREAS**, Assignor agrees to assign and Assignee agrees to accept the assignment of all of Assignor's right, title, and interest in the world in and to the trademark and registration listed on **Schedule "A"** attached hereto and incorporated herein by this reference, in any and all forms, formats, styles, and designs, including any logos used in conjunction therewith prior to and/or as of the date of this Assignment, symbolized thereby (collectively, the "**Assigned Mark**").

**NOW, THEREFORE**, in consideration of the foregoing, good and valuable consideration of USD\$ 1.00 and other good and valuable consideration, premises and covenants, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Transfer.** Assignor confirms that the facts set out above are accurate and that Assignor hereby, sells, assigns, conveys, sets over and transfers to Assignee, as successor to the business to which the Assigned Mark pertains, all right, title and interest in and to, including at common law, the Assigned Mark in the world, together with the goodwill of the business symbolized by the Assigned Mark, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this Assignment had not been made, together with its rights to apply for and the privilege of applying for, obtaining and maintaining registration of the Assigned Mark and all claims for damage by reason of past infringement of the Assigned Mark, with the right to sue for and collect the same for Assignee's own use and behalf and for the use and on behalf of its successors, assigns or other legal representatives.

**2. Further Assurances.** At any time on or after the date of this Assignment, Assignor, at Assignee's cost, shall execute, acknowledge, and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further transfers, assignments, conveyances and assurances and take such actions as reasonably necessary and requested by Assignee to transfer, convey and assign to Assignee possession and use of the Assigned Mark, to comply with all applicable legal requirements to effect such transfers, conveyances and assignments, and/or to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will be provided, as reasonably necessary upon Assignee's request, and at Assignee's cost, promptly with all pertinent facts, documents and specimens relating to the Assigned Mark and all legal equivalents as may be known and accessible to Assignor.

3. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects as an Ontario contract.

5. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, and/or by facsimile or PDF file, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

**OCTANE BIOTECH, INC.**

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

Name: \_\_\_\_\_  
Timothy Smith

Title: \_\_\_\_\_  
President  
I have authority to bind this corporation

**OCTANE MEDICAL GROUP INC.**

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

Name: \_\_\_\_\_  
Timothy Smith

Title: \_\_\_\_\_  
President  
I have authority to bind this corporation

SCHEDULE "A"

No.	Trademark — United States	Status
1	AUTOGRAFTA	Registered App 03-AUG-2012 App 85695254 Reg 10-MAY-2016 Reg 4956137