

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Optronics, Inc.		08/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BioSked, Inc.		
Street Address:	3349 Monroe Ave., Suite 328		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14618		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4418034	MOMENTUM	
CORRESPONDENCE DATA			
Fax Number:	7247281093		
<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>			
Phone:	724-709-8765		
Email:	bill@langpatentlaw.com		
Correspondent Name:	William F. Lang IV		
Address Line 1:	309 College Ave., Suite B		
Address Line 4:	Beaver, PENNSYLVANIA 15009		
NAME OF SUBMITTER:	William F. Lang IV		
SIGNATURE:	/William F. Lang IV/		
DATE SIGNED:	08/29/2023		
Total Attachments: 2			
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OP \$40.00 4418034

TRADEMARK ASSIGNMENT

This Trademark Assignment is made by Bio-Optronics, Inc. (“Bio-Optronics”), a Delaware corporation located at 1890 South Winton Road, Suite 190, Rochester, NY 14618, in favor of BioSked, Inc. (“BioSked”), a New York corporation located at 3349 Monroe Ave., Suite 328, Rochester, NY 14618, the purchaser of certain assets of Bio-Optronics pursuant to an Asset Purchase Agreement between BioSked and Bio-Optronics, dated as of October 31, 2021 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Bio-Optronics has conveyed, transferred, and assigned to BioSked the portion of the business as well as the intellectual property associated with the software sold under the Momentum trademark (the “Mark”), including the Mark itself and the goodwill associated with the business connected to the Mark, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Bio-Optronics makes the following assignment:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bio-Optronics hereby irrevocably conveys, transfers, and assigns to BioSked all of Bio-Optronics’s right, title, and interest in the Mark, together with the goodwill of the business connected with and symbolized by the Mark:

(a) US trademark registration number 4418034 and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Bio-Optronics accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. Bio-Optronics hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by BioSked. Following the date hereof, upon BioSked’s reasonable request, and at BioSked’s sole cost and expense, Bio-Optronics shall take such steps and actions, and provide such cooperation and assistance to BioSked and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Mark to BioSked, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Bio-Optronics and BioSked with respect to the Mark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase

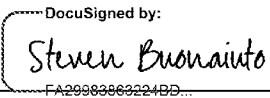
Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action whether in contract, tort, or otherwise based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Bio-Optronics has duly executed and delivered this Trademark Assignment as of the date shown below.

Bio-Optronics, Inc.

By:  _____
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Date: 29-Aug-2023

Printed Name: Steven Buonaiuto

Title: Chief Financial Officer