

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849666

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900807254

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medi-Tech International Corporation		08/14/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Marketlab, Inc.
<b>Street Address:</b>	6850 Southbelt Drive, S.E.
<b>City:</b>	Caledonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49316
<b>Entity Type:</b>	Corporation: MICHIGAN

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6266492	SPANDAGE
Registration Number:	6266466	SURGI-COLOR GUARD
Registration Number:	6266469	SPAND-GEL
Registration Number:	6265995	SPANDAGE
Registration Number:	6266005	SPANDA-SLEEVES
Registration Number:	6298662	MEDI-ELBOW & HEEL SAFEGUARD
Registration Number:	6444467	MEDIBRIEF
Registration Number:	5069371	SPANDANETTE
Registration Number:	3845972	SPANDAGRIP
Registration Number:	3723322	MEDITUBE

## CORRESPONDENCE DATA

Fax Number: 7343722940

*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: 734-372-2933

Email: trademarks@varnumlaw.com

Correspondent Name: Staci R. DeRegnaucourt

Address Line 1: 101 North Main Street, Suite 525

<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104
<b>NAME OF SUBMITTER:</b>	Staci R. DeRegnaucourt
<b>SIGNATURE:</b>	/Staci R. DeRegnaucourt/
<b>DATE SIGNED:</b>	10/30/2023
<b>Total Attachments: 6</b> source=Medi-Tech to Marketlab Re-Executed Assignment#page1.tif source=Medi-Tech to Marketlab Re-Executed Assignment#page2.tif source=Medi-Tech to Marketlab Re-Executed Assignment#page3.tif source=Medi-Tech to Marketlab Re-Executed Assignment#page4.tif source=Medi-Tech to Marketlab Re-Executed Assignment#page5.tif source=Medi-Tech to Marketlab Re-Executed Assignment#page6.tif	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of August 14, 2023, is made by Medi-Tech International Corporation, a Delaware corporation ("Assignor"), in favor and for the benefit of Marketlab, Inc., a Michigan corporation ("Assignee"). This IP Assignment amends and restates that certain Intellectual Property Assignment between the parties, of even date herewith (the "Prior Assignment"), in its entirety. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, made effective as of August 14, 2023 (the "Purchase Agreement"), by and among Assignee, Assignor, George J. Fortunato, and Victoria J. LaMantia, the parties thereto have agreed, among other things, that Assignor will sell, transfer and convey to Assignee the Intellectual Property included in the Purchased Assets, including, without limitation, all goodwill associated therewith and symbolized thereby (collectively, the "Business IP");

WHEREAS, the sale, transfer and conveyance of the Business IP pursuant to the Purchase Agreement is being made in connection with the assignment and transfer by Assignor to Assignee of that portion of Assignor's business to which the Business IP relates, which business is ongoing and existing; and

WHEREAS, the execution and delivery of this IP Assignment is required under Sections 2.2 and 2.3 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and of the respective agreements and conditions contained herein, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Business IP, including, without limitation:

(a) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on Exhibit A attached hereto;

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

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all goodwill associated with the foregoing and symbolized thereby; and

(e) 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. The conveyance, transfer and assignment set forth in Section 1 above is made in connection with the assignment and transfer by Assignor to Assignee of that portion of Assignor's business to which the Business IP relates, which business is ongoing and existing.

3. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide cooperation and assistance to Assignee 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 Business IP to Assignee, or any assignee or successor thereto.

4. Nothing herein expressed or implied is intended to confer upon any Person, other than Assignee and Assignor and their respective successors and assigns, any rights, remedies, obligations or liabilities.

5. This IP Assignment may not be amended or modified in any respect, except by a written instrument signed by all the parties hereto making specific reference to this IP Assignment. This IP Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

6. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this IP Assignment delivered via facsimile, PDF format or other electronic means shall be deemed an original for all purposes.

7. This IP Assignment is governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of laws principles.

8. If any term, provision or clause hereof, or of any other agreement or document which is required by this IP Assignment, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, all of which shall remain in full force and effect. If any provision of this IP Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

9. Notwithstanding anything herein to the contrary, the provisions of this IP Assignment shall be subject to the provisions of the Purchase Agreement, and, if and to the extent the provisions of this IP Assignment are inconsistent in any way with the provisions of the

Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement.

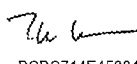
10. The parties agree that this IP Assignment amends, supersedes and replaces the Prior Assignment in its entirety, and that the Prior Assignment shall be null and void and of no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Assignment as of the date first set forth above.

**ASSIGNEE:**

MARKETLAB, INC.

DocuSigned by:  


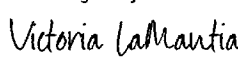
By: \_\_\_\_\_  
BCBC714E45884DD...

Name: Thomas Allen Hill

Title: CEO

**ASSIGNOR:**

MEDI-TECH INTERNATIONAL  
CORPORATION

DocuSigned by:  


By: \_\_\_\_\_  
47DF4EA37564478...

Name: Victoria J. LaMantia

Title: COO

21488692

**EXHIBIT A****BUSINESS IP****Domain Name:** www.medi-techintl.com**Federal Trademarks:**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Next Action</b>
<del>SPANDAGE</del>	90/056780	7/16/22020	6266492	2/9/2021	Renewal Due <b>2/9/2027</b>
SURGI-COLOR GUARD	90/051640	7/14/2020	6266466	2/9/2021	Renewal Due <b>2/9/2027</b>
SPAND-GEL	90/051911	7/14/2020	6266469	2/9/2021	Renewal Due <b>2/9/2027</b>
SPANDAGE	90/043981	7/9/2020	6265995	2/9/2021	Renewal Due <b>2/9/2027</b>
SPANDA-SLEEVES	90/044167	7/9/2020	6266005	2/9/2021	Renewal Due <b>2/9/2027</b>
MEDI-ELBOW & HEEL SAFEGUARD	90/044208	7/9/2020	6298662	3/23/2021	Renewal Due <b>3/23/2027</b>
MEDIBRIEF	90/044276	7/9/2020	6444467	8/10/2021	Renewal Due <b>8/10/2027</b>
SPANDANETTE	86532648	2/12/2015	5069371	10/25/2016	Renewal Due <b>10/25/2026</b>
SpandaGrip	77657596	1/27/2009	3845972	9/7/2010	Renewal Due <b>9/9/2030</b>
MEDITUBE	77542192	8/8/2008	3723322	12/8/2009	Renewal Due <b>12/10/2029</b>

**In-Use Unregistered Trademarks:**

<b>In-Use Trademark</b>	<b>Date of First Use</b>	<b>Goods</b>
Easy-View Mitts	2011	Patient Restraints
Assured Control Mitts	2011	Patient Restraints
Essential Secure Mitts	2011	Patient Restraints
Dependable Finger Control Mitts	2011	Patient Restraints
Double Essential Secure Mitts	2011	Patient Restraints
MT Protector Sleeve	2017	Tubular coverings for arms and legs
Infant Mitts	2020	Pediatric Patient Restraints
Toddler Mitts	2020	Pediatric Patient Restraints
Youth Mitts	2020	Pediatric Patient Restraints
Medi-Band	2009	Elastic surgical bandages (maternity support)

