

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synermed International Inc.		07/28/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Infrared Laboratory Systems LLC		
Street Address:	17408 Tiller Ct. SUITE 1900		
City:	Westfield		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1915939	SYNERMED	
CORRESPONDENCE DATA			
Fax Number:	3176346701		
<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:	3176360886		
Email:	officeactions@brinksgilson.com, shillis@brinksgilson.com, spaul@brinksgilson.com		
Correspondent Name:	Sanders N. Hillis		
Address Line 1:	201 N. ILLINOIS ST.,STE 1100		
Address Line 2:	BRINKS GILSON & LIONE		
Address Line 4:	INDIANAPOLIS, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	9409-4		
NAME OF SUBMITTER:	Sanders N Hillis		
SIGNATURE:	/sandersnhillis/		
DATE SIGNED:	09/09/2014		
Total Attachments: 5			
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TRADEMARK

PRODUCTION AGREEMENT

THIS PRODUCTION AGREEMENT (the "Agreement") is entered into as of this 28 day of July, 2011, by and between Infrared Laboratory Systems, LLC, a North Carolina limited liability company ("Infrared"), and Synermed International, Inc., a corporation organized under the laws of the Province of Quebec, Canada ("Synermed").

WITNESSETH:

WHEREAS, Synermed wishes to engage Infrared to manufacture and sell certain products for Synermed in exchange for the transfer of certain assets and the payment of certain amounts over time as provided herein and Infrared is willing to do so;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Assignment and transfer. Subject to the terms and conditions of this Agreement, Synermed hereby sells, transfers and assigns to Infrared all of Synermed's right, title and interest in the Technology. Synermed will file such documents and take such actions as requested by Infrared to further evidence such transfer. Synermed shall provide Infrared, upon execution of this Agreement, with a complete set of documentation and materials in the possession of or under the control of Synermed that embody and contain the Technology. Promptly upon the request of Infrared, Synermed shall provide Infrared, in the form reasonably requested by Infrared, any information in the possession or under the control of Synermed relating to the Technology that is reasonably requested by Infrared. "Technology" means (i) know-how, trade secrets, formulas, methods, processes, systems and other proprietary information owned by or licensed to Synermed concerning or relating to or that are or may be useful or necessary in the design, development, production, distribution, use, marketing or sale of any of the Products, (ii) all tools, equipment, inventory and supplies including raw materials used to manufacture the Products and (iii) all trademarks, logos and tradenames used in connection with the sale or marketing of the Products. "Products" shall mean all reagents, reagent products and other items produced by Synermed on or prior to the date hereof.

5. Authorization. The execution, delivery and performance by Synermed of this Agreement has been duly authorized by all necessary action of Synermed and no other action on the part of Synermed is required in connection therewith. This Agreement and each agreement, document and instrument to be executed and delivered by Synermed pursuant to or as contemplated by this Agreement constitutes valid and binding obligations of Synermed enforceable in accordance with its terms.

9. Notices. Either party giving or making any notice or other communication pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail. A party giving a communication shall address the communication to the appropriate person at the receiving party at the address listed on the signature page of this Agreement or to another addressee or another address as designated by the other party in writing.

10. Entire Agreement. This Agreement contains all the agreements, understandings, representations, conditions, warranties and covenants made between the parties hereto with

respect to the subject matter hereof. The validity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof, which shall remain in full force and effect.

12. Amendments. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

13. Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of North Carolina or in any court of the State of North Carolina sitting in Greensboro, North Carolina. Each party waives, to the fullest extent permitted by law, (i) any objection that it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any court of the State of North Carolina sitting in Greensboro, North Carolina, or the United States District Court for the Middle District of North Carolina, and (ii) any claim that any action or proceeding brought in any court specified herein has been brought in an inconvenient forum. For the purposes of all legal actions and proceedings arising out of or relating to this Agreement each party to this Agreement submits to the nonexclusive jurisdiction of the United States District Court for the Middle District of North Carolina and its appellate courts, and any court of the State of North Carolina sitting in Greensboro, North Carolina and its appellate courts.

14. Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of North Carolina, without giving effect to its conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on the day and year first above written.

SYNERMED INTERNATIONAL, INC.

By:

Title:

Address:

Henry W. Huney
President, CEO
1745 Wakeford Rd
Wilmington, NC 27292

INFRARED LABORATORY SYSTEMS, LLC.

By:

Title:

Address:

[Signature]
Executive Director
10749 Zocca Ct.
Reno, NV 89571