

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318080

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <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>        |
| James M. McKim  |  | 09/24/2014            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | IonTox, LLC  |                       |                           |
| <b>Street Address:</b>  | 4717 Campus Drive                                  |                       |                           |
| <b>City:</b>  | Kalamazoo  |                       |                           |
| <b>State/Country:</b>   | MICHIGAN   |                       |                           |
| <b>Postal Code:</b>   | 49008  |                       |                           |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: MICHIGAN                |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Registration Number:</b>   | 3895201  | IONTOX                |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  | 6162548410   |                       |                           |
| <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>   | (616) 254-8412                                     |                       |                           |
| <b>Email:</b>   | echurch@kehb.com                                   |                       |                           |
| <b>Correspondent Name:</b>  | Elliott J. R. Church                               |                       |                           |
| <b>Address Line 1:</b>  | 40 Pearl St NW, 5th Floor                          |                       |                           |
| <b>Address Line 4:</b>  | Grand Rapids, MICHIGAN 49503-3021                  |                       |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>  | MCKIMJ-02  |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Elliott J. R. Church                               |                       |                           |
| <b>SIGNATURE:</b>   | /Elliott Church/                                   |                       |                           |
| <b>DATE SIGNED:</b>   | 09/25/2014   |                       |                           |
| <b>Total Attachments: 3</b>   |  |                       |                           |
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OP \$40.00 3895201

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is entered into by and between **James M. McKim**, Ph.D. ("Assignor"), an individual residing at 4025 Bronson Boulevard, Kalamazoo, MI 49008, and **IonTox, LLC** ("Assignee"), a Michigan limited liability company located at 4717 Campus Drive, Kalamazoo, MI 49008, effective as of September 24, 2014.

Assignor desires to assign the mark **IONTOX** to Assignor. Assignee desires to receive such assignment. The parties hereto desire to execute and deliver this Trademark Assignment for recording with governmental authorities including but not limited to the U.S. Patent and Trademark Office.

THEREFORE, the parties agree as follows:

1. *Assignment.* In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following: (a) the mark **IONTOX** (the "Assigned Mark") further identified by its U.S. registration described on Schedule 1 hereto, together with the good will of the business connected with the use of and symbolized by the Assigned Mark; (b) any and all registrations, issuances, extensions and renewals of the Assigned Mark; (c) any and all rights of any kind whatsoever of Assignor accruing from the foregoing under the law of any jurisdiction or by way of international treaties or conventions, or otherwise accruing throughout the world; (d) 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; 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. *Recordation and Further Actions.* Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Mark is properly assigned to Assignee, or any assignee or successor thereto.

3. *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.

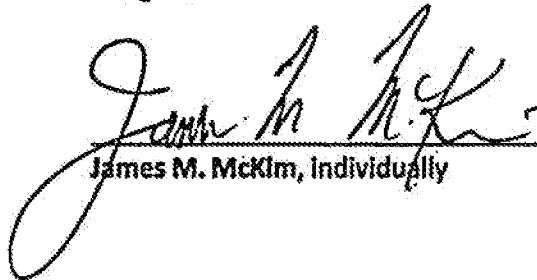
4. *Governing Law.* This Trademark Assignment and any claim or dispute arising in connection herewith shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[Signature page follows.]

**TRADEMARK ASSIGNMENT AGREEMENT**

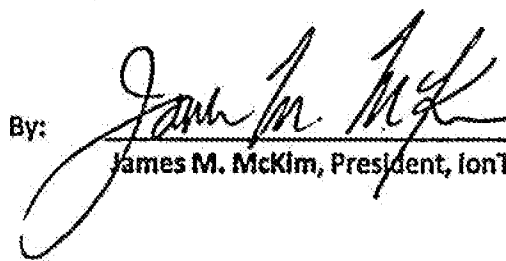
IN WITNESS WHEREOF, the parties hereto or their authorized representatives have duly executed this Trademark Assignment as of the date first above written.

Assignor:

  
James M. McKim, individually

Assignee:

IonTox, LLC

By:   
James M. McKim, President, IonTox, LLC

[Schedule 1 follows.]

## TRADEMARK ASSIGNMENT AGREEMENT

### SCHEDULE 1

Word Mark: IONTOX

Goods and Services: IC 042. US 100 101. G & S: General toxicology consulting; Pharmaceutical drug development services; Design for others in the field of cell culture in vitro products. FIRST USE: 20100901. FIRST USE IN COMMERCE: 20100901

Mark Drawing Code: (4) STANDARD CHARACTER MARK

Serial Number: 77877626

Filing Date: November 20, 2009

Registration Number: 3895201

Registration Date: December 21, 2010

Type of Mark: SERVICE MARK

Register: PRINCIPAL