

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM409993

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WHITE KNIGHT ENGINEERED PRODUCTS, INC. | | 09/22/2014 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | ALLERGY GUARDIAN, LLC | | |
| Street Address: | 1978 HENDERSONVILLE ROAD | | |
| Internal Address: | SUITE 130 | | |
| City: | ASHEVILLE | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28803 | | |
| Entity Type: | Corporation: NORTH CAROLINA Limited Liability Company: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4466785 | ALLERGY GUARDIAN | |
| Registration Number: | 4325486 | ALLERGY GUARDIAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4043226050 | | |
| <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: | 864-373-2214 | | |
| Email: | berlinda.louis@nelsonmullins.com | | |
| Correspondent Name: | Ashley B. Summer | | |
| Address Line 1: | 100 NORTH TRYON STREET | | |
| Address Line 2: | 42ND FLOOR | | |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 12069/09019 | | |
| NAME OF SUBMITTER: | ASHLEY B. SUMMER | | |
| SIGNATURE: | /Ashley B. Summer/ | | |
| DATE SIGNED: | 12/22/2016 | | |
| Total Attachments: 4 | | | |

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TRADEMARK AND URL'S ASSIGNMENT

This Trademark and URL's Assignment (this "Assignment") is made and entered into this 22nd day of September, 2014 by and between White Knight Engineered Products, Inc., a Delaware corporation ("Assignor") and Allergy Guardian, LLC, a North Carolina limited liability company ("Assignee").

RECITALS:

WHEREAS, pursuant to and in accordance that certain Asset Purchase Agreement of even date herewith by and between Purchaser and Buyer (the "Purchase Agreement"), Seller is assigning Seller's interest in the Intellectual Property to Buyer. All capitalized terms used herein which are not otherwise defined in this Assignment shall have their respective definitions set forth in the Purchase Agreement.

WHEREAS, Assignor holds certain rights and interests in and to that portion of the Intellectual Property being the trademarks described on Schedule 2.1 of the Purchase Agreement a copy of which is attached hereto and incorporated by this reference (collectively, the "Marks");

WHEREAS, Assignor also holds certain rights and interests in and to that portion of the Intellectual Property being the uniform resource locators described on Schedule 2.1 of the Purchase Agreement a copy of which is attached hereto and incorporated by this reference (the "URL's", collectively, the Marks and the URL's are sometimes referred to as the "Intellectual Property");

WHEREAS, Assignor now wishes to assign the Intellectual Property to Assignee, and Assignee is desirous of acquiring the Intellectual Property from Assignor;

NOW, THEREFORE, in consideration of the payment of Ten Thousand and no/100's Dollars (\$10,000.00)(the "Purchase Price") to Assignor simultaneously with the effectiveness of this Assignment and further in consideration of the mutual promises in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor, without any representation or warranty either express or implied, does hereby quitclaim and assign unto Assignee all of Assignor's right, title and interest in and to the Marks (including any common law rights that may exist and are associated therewith) and the URL's, together with associated goodwill, if any, the same to be held by Assignee together with income, royalties or damages due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks and the URL's, along with the right to sue, at Assignee's expense, for past infringements and collect same for Assignee's benefit.

2. Authorization. Assignor hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor hereby authorizes, with respect to the URL's, each domain registrar whose duty it is to record uniform resource locator registrations, applications and title thereto, to record the URL's and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignee agrees to pay all filing, maintenance, continuation, transfer, recording or other fees and expenses with respect to the maintenance, ownership or transfer of the Marks and the URL's regardless of jurisdiction.

3. Further Assurances. The Assignor and Assignee do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any such further agreements and assurances as any of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

4. No Third Party Beneficiaries and Limitations. Nothing in this Assignment will be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Assignment or any provision hereof. Additionally, and notwithstanding any provision of this Assignment to the contrary, under no circumstances will either party be entitled to indirect, incidental, consequential, punitive damages, or multiple damages against the other party. Further, in the event of a dispute, each party shall bear its own attorney's fees and neither party shall be entitled to an award of attorney's fees by the applicable tribunal.

5. Governing Law; Submission to Jurisdiction. This Assignment shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby shall be exclusively instituted in the federal courts of the United States or the courts of the State of North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, and permitted successors and assigns.

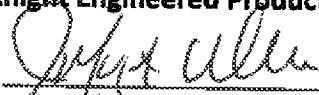
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Delivery of a copy of this Assignment or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf")

form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, this Assignment has been executed in duplicate on behalf of the parties by their duly authorized representatives as of the date first written above:


ASSIGNOR:

White Knight Engineered Products, Inc.

By: 
Name: ~~E. Scott Banks~~ *Deborah M. Wanklin*
Title: ~~President~~ *Marketing Director*

ASSIGNEE:

Allergy Guardian, LLC

By: 
Name: David A. Brown, M.D.
Title: Manager

Schedule 2.1 to Trademark and URL's Assignment

Trademarks:

Allergy Guardian USPTO reg. #4466785

Allergy Guardian USPTO reg. #4325486

URL's:

ALLERGY-GUARDIAN.COM

ALLERGYGARDIAN.COM

ALLERGYGUARDIAN.CO

ALLERGYGUARDIAN.COM