

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465645

<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>
Tech-Med Services, Inc.		03/09/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dukal Corporation		
<b>Street Address:</b>	2 Fleetwood Court		
<b>City:</b>	Ronkonkoma		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11779		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4118759	TECH-MED SERVICES	
<b>Registration Number:</b>	4118758	TECH-MED SERVICES	
<b>Registration Number:</b>	3325912	COUNTERTIPS	
<b>Registration Number:</b>	2654542	DURO-TRAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123368001		
<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>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Douglas A. Miro, Esq.		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Douglas A. Miro		
<b>SIGNATURE:</b>	/Douglas A, Miro/		
<b>DATE SIGNED:</b>	03/14/2018		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is effective as of March 9, 2016 by and between Tech-Med Services, Inc., a New York corporation ("Assignor"), and Dukal Corporation, a New York corporation ("Assignee"). The Assignor and the Assignee are sometimes collectively referred to hereinafter as the "Parties" and individually referred to hereinafter as a "Party."

**WHEREAS**, Assignor has entered into a certain Asset Purchase Agreement dated March 8, 2016 with Assignee (the "Agreement") and desires to assign various intellectual property rights described herein pursuant to the terms of the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. The Assignor hereby sells, transfers, assigns and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title, and interest in and to all Intellectual Property Rights (as defined in the Agreement) of Assignor, including, but not limited to, all trademarks and service names, alternate names, copyrights, patents, inventions, patent rights (including any rights in divisionals, continuations, continuations-in-part, requests for continued examinations, substitutions, or reissues and reexaminations thereof, whether or not any such applications are modified, withdrawn or resubmitted), trade dress, trade secrets, product configuration, source and object code, data collections, databases, algorithms, architecture, structure, display screens, layouts, know-how, processes, plans, all forms of protection recognized under the Lanham Act, assumed names, logos, shop rights, relating in any manner to the business of the company, and all applications, registrations and rights of enforcement for past or present infringement with respect to any of the foregoing, including, without limitation, the the name "Tech-Med Services", "Countertips" and "Dura-Trac" trademarks (together, "Trademark"), and any derivation thereof, together with the goodwill of the business symbolized by said Trademark, any renewal rights therein, and the exclusive right to enforce the Trademark in the United States and throughout the world in the sole name of Assignee, its successors and assigns; and all electronic address and passwords pertaining to the Business, including, without limitation, any domain names used and all technology, proprietary product, proprietary right or other intellectual property right, including the other intellectual property rights set forth on Schedule 3.12(b) of the Agreement; provided, however, that the Silver Nitrate Assets (as defined in the Agreement) are expressly excluded.

2. Further Assurances. Purchaser and Seller shall each perform their respective obligations with respect to further assurances pursuant to Section 7.4 of the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated herein and made a part hereof.

3. Indemnification. Any claim for indemnification arising or resulting from any breach of any covenant or agreement made by any of the parties under this Agreement shall be subject to the terms and conditions of Article 12 of the Asset Purchase Agreement.

4. Recitals. The recitals set forth hereinabove are incorporated herein by reference as though fully set forth at length.

5. Binding Effect. The terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

6. Amendments. This Agreement shall not be modified, except by a writing signed by all of the parties hereto. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify or amend any part of this Agreement, or any rights or obligations of any party under, or by reason of, this Agreement.

7. Assignment. Seller may not assign either this Agreement or any of its rights or obligations hereunder without the prior written approval of the Purchaser, and any such attempted delegation or disposition shall be null and void and without effect and shall be deemed a breach of this Agreement; provided, however, that, to the extent permitted by the Asset Purchase Agreement, the Purchaser's rights, interest, benefits and entitlements under this Agreement, including, without limitation, the right to enjoy and enforce all of the covenants and agreements, may be assigned, conveyed and/or transferred to the Purchaser's successor or assigns.

8. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, statute, regulation or ordinance: (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page delivered by facsimile transmission or by email/pdf shall be deemed to be and have the same force and effect as an originally executed signature page.

10. Governing Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the courts of the State of New York in Suffolk County. By execution and delivery of this Agreement, each such party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by law, any objection which it

may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

11. Draftsmanship. Each of the parties has contributed to the preparation of this Agreement and no party shall be considered the draftsman hereof for purposes of construction of its terms or drawing inferences in favor of or against any party.

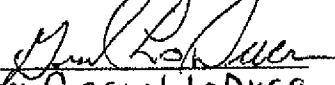
12. Interpretation. Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it shall be of no application and is expressly waived.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have each duly executed and delivered this Assignment as of the day and year first written above.

THE ASSIGNEE:

DUKAL CORPORATION

By:   
Name: Gerard LoDuca  
Title: President

THE ASSIGNOR:

TECH-MED SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have each duly executed and delivered this Assignment as of the day and year first written above.

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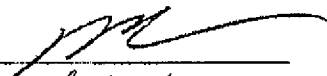
THE ASSIGNEE:

DUKAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE ASSIGNOR:

TECH-MED SERVICES, INC.

By:   
Name: *Beta Winow*  
Title: *President*

**SCHEDULE 3.12(b)**

**INTELLECTUAL PROPERTY**

1. Registered intellectual property of Tech-Med Services, Inc.:
  - a. "Tech-Med Services," without design (U.S.P.T.O. Registration No. 4,118,759).
  - b. "Tech-Med Services," with design (U.S.P.T.O. Registration No. 4,118,758).
  - c. "Tech-Med Services," without design (N.Y.S. Registration No. R31587).
  - d. "Tech-Med Services," with design (N.Y.S. Registration No. R31588).
  - e. "Countertips," with design (U.S.P.T.O. Registration No. 3,325,912).
  - f. "Dura-Trac," without design (U.S.P.T.O. Registration No. 2,654,542).
2. Moore Medical was granted permission to display the marks of Tech-Med Services, Inc. in its promotional materials.