

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Laboratory Diagnostics, LLC		09/24/2019	Limited Liability Company: DELAWARE
MedLabs Genetics, LLC		09/24/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Centers Lab NJ LLC		
Street Address:	85 Horsehill Rd		
City:	Cedar Knolls		
State/Country:	NEW JERSEY		
Postal Code:	07927		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4059194	MED LABS DIAGNOSTICS	
Registration Number:	4928951	KHRYSOS	
Registration Number:	5191031	AMPLISWAB	
Serial Number:	87645480	NUTRIQUANT	
Registration Number:	5191333	AMPLISURE	
Serial Number:	87650026	AMPLIPAP	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Rachel Rudensky, Akerman LLP		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 1100, West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	318200		

CH \$165.00 4059194

NAME OF SUBMITTER:	Rachel Rudensky
SIGNATURE:	/Rachel Rudensky/
DATE SIGNED:	04/28/2021
Total Attachments: 8 source=11316-0_Signed_TM_assignment#page1.tif source=11316-0_Signed_TM_assignment#page2.tif source=11316-0_Signed_TM_assignment#page3.tif source=11316-0_Signed_TM_assignment#page4.tif source=11316-0_Signed_TM_assignment#page5.tif source=11316-0_Signed_TM_assignment#page6.tif source=11316-0_Signed_TM_assignment#page7.tif source=11316-0_Signed_TM_assignment#page8.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of September 24, 2019, is by and between Medical Laboratory Diagnostics, LLC, a Delaware limited liability company and MedLabs Genetics, LLC, a New Jersey limited liability company (collectively "Assignor"), and Centers Lab NJ LLC, a New Jersey limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on Exhibit A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated September 16, 2019, by and between the Assignor and the Assignee (the "Asset Purchase Agreement"), pursuant to which Assignee is purchasing certain assets, properties and rights of Assignor used in the Business (as defined therein) and assuming certain liabilities and obligations of Assignor; and

WHEREAS, the Asset Purchase Agreement provides that as a condition to the consummation of the transactions contemplated thereby, each of Assignor and Assignee shall execute and deliver this Assignment to the other party.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Trademarks. Assignor hereby assigns, conveys and transfers to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignors to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Incorporation of Asset Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. This Assignment is made without representation or warranty, except as and to the extent provided in the Asset Purchase Agreement. Nothing herein contained shall itself change, amend, extend or

alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

6. Third Party Beneficiary; No Benefit To Others. This Assignment is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights, remedy or claim hereunder.

7. Amendment; Severability. No amendment to this Assignment shall be effective unless it is in writing and signed by the parties hereto. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Upon such a holding by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be carried out and construed as originally contemplated by the parties to the greatest extent possible.

8. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

9. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.


10. Governing Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles that would require the application of the laws of any jurisdiction other than the State of New York, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

[Signature Page Immediately Follows]

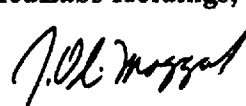
IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have duly executed this Trademark Assignment on the date first above written.

ASSIGNOR:

**MEDICAL LABORATORY
DIAGNOSTICS, LLC
By MedLabs Holdings, LLC**

By: 
J. Oliver Maggard
Manager

**MEDLABS GENETICS, LLC
By MedLabs Holdings, LLC**

By: 
J. Oliver Maggard
Manager

ASSIGNEE:

CENTERS LAB NJ LLC


By: 
Name: Kenneth Rouding
Title: Manager

EXHIBIT A

Intellectual Property Rights: Issued, Registered, or Applied

Medlabs Genetics service mark filed January 16, 2018, by Medlabs Genetics; Serial No. 87756772 for IC 044. US 100 101. G & S: Medical diagnostic testing, monitoring and reporting services; Medical testing for diagnostic or treatment purposes.

See attached.

MED LABS DIAGNOSTICS 4059194 22-Nov-11			
	IC 044. US 100	MEDICAL LABORATORY DIAGNOSTICS, INC.	See "Use" column
	101. G & S: Medical testing for diagnostic or treatment purposes; medical diagnostic testing; monitoring, and reporting services.	CORPORATION NEW JERSEY 85 Horsehill Road Cedar Knolls NEW JERSEY 07927	
	FIRST USE: 20110203. FIRST USE IN		
	COMMERCE: 20110228		
Khrysos	4928951 29-Mar-16	IC 009. US 021 023 026 036 038. G & S: Computer software for medical billing in laboratories.	See "Use" column
		NEW JERSEY Department of IT 85 Horsehill Road Cedar Knolls NEW JERSEY 07927	
	FIRST USE: 20150301. FIRST USE IN		
	COMMERCE: 20150301		
AMPLISwab	5191031 25-Apr-17	IC 042. US 100 101. G & S: Medical laboratory services.	See "Use" column
		Medlabs Genetics CORPORATION NEW JERSEY Dept of IT 85 Horsehill Road Cedar Knolls NEW	
	FIRST USE: 20160601. FIRST USE IN		

			COMMERCE: 20160701	JERSEY 07927	
NutriQuant	87645480 (Serial Number)	Filing Date - October 13, 2017	IC 042. US 100 101. G & S: Medical laboratory services. FIRST USE: 20160701. FIRST USE IN COMMERCE: 20160701	Medical Laboratory Diagnostics Inc CORPORATION NEW JERSEY Dept of IT 85 Horsehill Road Cedar Knolls NEW JERSEY 07927	See "Use" column
MassQuant	Pending With LegalZoom. Not yet sent to Patent & Trademark Office				Used currently for Vitamin D by mass spec
AMPLISure	5191333	25-Apr-17	IC 042. US 100 101. G & S: Medical laboratory services. FIRST USE: 20150101. FIRST USE IN COMMERCE: 20150101	Medlabs Genetics CORPORATION NEW JERSEY Dept of IT 85 Horsehill Road Cedar Knolls NEW JERSEY 07927	See "Use" column
AMPLIPap	87650026 (Serial Number)	Filing Date - October 18, 2017	IC 042. US 100 101. G & S: Medical laboratory services. FIRST USE: 20160701. FIRST USE IN	Medlabs Genetics CORPORATION NEW JERSEY Dept of IT 85 Horsehill Road Cedar Knolls NEW	See "Use" column

COMMERCE: JERSEY 07927
20160701

AMPLIQuant
Pending
With
LegalZoom.
Not yet
sent to
Patent &
Trademark
Office
Intended for
future use for
molecular
quantification
tests

LabIQ
87181500
(Serial
Number)
Filing
Date -
September
23, 2016
IC 042. US 100
101. G & S:
Software as a
service (SAAS)
services featuring
software for
medical laboratory
testing for
diagnostic purposes
Medical Laboratory
Diagnostics Inc
CORPORATION
NEW JERSEY
Dept of IT 85
Horsehill Road
Cedar Knolls NEW
JERSEY 07927
See "Use"
column

LifeIQSystems
87183073
(Serial
Number)
Filing
Date -
September
26, 2016
IC 042. US 100
101. G & S:
Software as a
service (SAAS)
services featuring
software for
medical laboratory
testing, namely,
software for
laboratory database
management and
support
Medical Laboratory
Diagnostics Inc
CORPORATION
NEW JERSEY
Dept of IT 85
Horsehill Road
Cedar Knolls NEW
JERSEY 07927
Intended for
future use as
possible
name of
subsidiary for
selling or
licensing
proprietary
software

TruTick

87645468
(Serial
Number)

Filing
Date -
October
13, 2017

IC 005. US 006 018
044 046 051 052. G
& S: Diagnostic kits
comprised of
medical diagnostic
reagents and
assays for testing of
bodily fluids for use
in disease
detection, namely,
Tick-borne
illnesses. FIRST
USE: 20170801.
FIRST USE IN
COMMERCE:
20170801

Medlabs
Diagnostics
CORPORATION
NEW JERSEY
Dept of IT 85
Horsehill Road
Cedar Knolls NEW
JERSEY 07927

See "Use"
column