

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medpro Holdings, LLC		07/17/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Dynamalabs, LLC		
Street Address:	2327 Chouteau Avenue		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63103		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4411858	PASS	
Registration Number:	4115580	DVX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14168657697		
Email:	jkkim@torys.com		
Correspondent Name:	Julie Kim		
Address Line 1:	79 Wellington St. W., 30th Floor, Box 27		
Address Line 4:	Toronto, ONTARIO M5K 1N2		
NAME OF SUBMITTER:	Julie kim		
SIGNATURE:	/Julie Kim/		
DATE SIGNED:	06/03/2021		
Total Attachments: 5			
source=IP Assignment (TM & Patent) - Medpro Holdings LLC to Dynamalabs LLC (Torys Comments)#page1.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of July 17, 2020 (this "Assignment"), is made and entered into by and among **Medpro Holdings, LLC**, a Missouri limited liability company having an address at 2327 Chouteau Avenue, Saint Louis, Missouri 63103 (the "Assignor"), and **Dynalabs, LLC**, a Missouri limited liability company having an address at 2327 Chouteau Avenue, Saint Louis, Missouri 63103 (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor desires to assign all right, title and interest in and to the intellectual property set forth in Exhibit A hereto, together with all goodwill, works and inventions encompassed, arising from or relating thereto (the "Intellectual Property"), to Assignee, and Assignee desires to acquire same.

WHEREAS, it is anticipated that the Assignee will enter into and concurrently consummate that certain Membership Interest Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and between the Assignee, Infinity Laboratories Group, Inc. (the "Buyer"), Russell Odegard, Michael Pruett, and the other sellers party thereto (together, the "Sellers"), by which the Buyer will purchase 100% of the interests in the Assignee from the Sellers (the "Transaction").

NOW, THEREFORE, in consideration of the Transaction contemplated by the Purchase Agreement, the covenants and agreements contained herein, and other good and valuable consideration of one dollar, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, Assignor's entire right, title, and interest in the United States and throughout the world, in and to the Intellectual Property, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Intellectual Property, and together with as applicable all goodwill arising or relating thereto, all inventions claimed or described therein, any trademark applications and registrations, patents and patent applications in the United States and anywhere else in the world that have been or may be granted or filed, including as applicable all provisionals, divisions, renewals, reissues, continuations, extension, and continuations-in-part of the foregoing patents, applications, and counterparts throughout the world that are based on or to which they correspond, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present, and future infringement of the Intellectual Property, including the right to fully and entirely replace the Assignor in all related matters, and the rights to receive all income, royalties, and payments due or payable to the Assignor with respect to the Intellectual Property, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Intellectual Property from Assignor to Assignee.

3. Unassignable Rights. To the extent any of the Intellectual Property cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign, transfer to any third party or register, or use in any manner (except to take necessary steps to obtain registration of unassignable Intellectual Property) unassignable Intellectual Property or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration, or use of such unassignable Intellectual Property. In the event any such unassignable Intellectual Property subsequently become assignable, Assignor shall promptly take all necessary action to assign such Intellectual Property to Assignee, upon request thereof by Assignor.

4. Representations and Warranties. Assignor makes no representations or warranties as to the existence of any decisions adverse to Assignor's claim of ownership of the Intellectual Property, and no representations or warranties as to the existence of any pending or disposed of proceeding involving said rights. Assignor makes no representations or warranties as to the existence of any liens, encumbrances, or other third party claims relating to the Intellectual Property. Assignor makes no representations or warranties as to the existence of any conveyance of any right, title, or interest in the Intellectual Property to anyone other than Assignee.

5. Disclaimers. Assignee hereby disclaims all representations and warranties, expressed or implied herein, (including, without limitation, any and all representations and warranties relating to the Intellectual Property) and any and all claims or remedies that may flow therefrom.

6. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign patents, trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees, or other legal representatives.

7. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property prior to, as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors, and permitted assigns.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.

9. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

10. Governing Law. The law of the State of Missouri shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-

contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

11. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal, or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

12. Entire Agreement. This Assignment contains the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

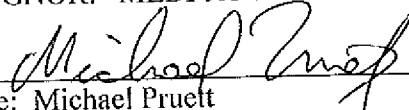
13. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement, or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition hereof.

14. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder. This Assignment is made in contemplation of the Transaction, and the change in ownership of the Assignee following the Transaction will have no impact on the validity of the Assignment.

15. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), 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.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR: MEDPRO HOLDINGS, LLC

By: 
Name: Michael Pruett
Title: MANAGER

ASSIGNEE: DYNALABS, LLC

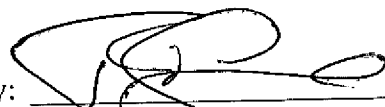
By: 
Name: Russell Odgaard
Title: Manager

EXHIBIT A

Registered Trademarks and Pending Applications:

Country	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Goods / Services / Class	Owner
United States of America	PASS	Registered	85638376	May 30, 2012	4411858	Oct 1, 2013	Consulting services in the field of pharmacies, namely, analyzing, testing, and scoring pharmaceutical compounds submitted by pharmacies in the nature of pharmaceutical product evaluation in Class 42	Medpro Holdings, LLC
United States of America	DVX	Registered	85037988	May 13, 2010	4115580	Mar 20, 2012	Scientific instruments, namely, electronic analyzers for testing pharmaceutical preparations for potency and purity in Class 9	Medpro Holdings, LLC

PATENTS:

OWNER	TITLE	COUNTRY	STATUS	FILING	APP. NO.	FILING DATE	PATENT NO.
Medpro Holdings, LLC	<u>Interactive Method of Providing Analysis of Potency and Purity of Pharmaceutical Compounds</u>	United States of America	Issued	Utility	11/051,419	Feb 4, 2005	7197405
Medpro Holdings, LLC	<u>On-Site Method of Providing Analysis of Potency and Purity of Pharmaceutical Compounds</u>	United States of America	Issued	Utility	11/726,417	Mar 22, 2007	7660678