

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Med Diagnostics, Inc.		04/21/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BioMed Holdings, LLC		
Street Address:	3193 Lionshead Avenue, Suite 200		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5214087	INPOUCH	
Registration Number:	5214088	INTRAY	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	090441-0178		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	04/22/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), dated effective as of April 21, 2022, is made by and between **BioMed Diagnostics, Inc.**, a California corporation (“Assignor”), and **BioMed Holdings, LLC**, a Delaware limited liability company (“Assignee”).

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) the trademark registrations identified and set forth on **Schedule 1**, and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing, and (ii) all extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “**Assigned Trademark Rights**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights together with that portion of Assignor’s business to which the Assigned Trademark Rights pertain. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignee hereby accepts all of the foregoing assignments, transfers and conveyances.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by this Trademark Assignment.

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. **Third Party Beneficiaries.** Nothing in this Trademark Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.
5. **Governing Law.** This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the state of Delaware, without regard to conflicts of law doctrines.
6. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

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

ASSIGNOR: BIOMED DIAGNOSTICS,
INC.



By: _____

Name: Amir Kanji

Title: President

ASSIGNEE: BIOMED HOLDINGS, LLC

By: _____

Name: Charlie Mamrak

Title: President

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

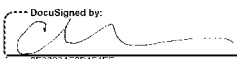
ASSIGNOR: BIOMED DIAGNOSTICS, INC.

By: _____

Name: Amir Kanji

Title: President

ASSIGNEE: BIOMED HOLDINGS, LLC

By:  _____

Name: Charlie Mamrak

Title: Chief Executive Officer and President

Schedule 1
Trademarks

Mark	Trademark Reg No (RN) App No (SN)	Status Date	Goods/Services
INPOUCH	RN: 5214087 SN: 87218425	Renewal Due: May 30, 2023 Office Status: Registered Int'l Class: 005 First Use: 11/00/1989 Filed: October 27, 2016 Registered: May 30, 2017 Register Type: Principal Register	(Int'l Class:) 005 ("Diagnostic preparations for medical purposes; Diagnostic preparations for veterinary purposes")
INTRAY	RN: 5214088 SN: 87218428	Renewal Due: May 30, 2023 Office Status: Registered Int'l Class: 001 First Use: 12/00/1994 Filed: October 27, 2016 Registered: May 30, 2017 Register Type: Principal Register	(Int'l Classes:) 001, 005 ("Diagnostic preparations for medical or veterinary purposes")