

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMTRON INC.		07/29/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Medfar International Inc.		
Street Address:	1224 Stanley, Suite 205		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H3B 2S7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6007379	COMTRON	
Registration Number:	6017837	MEDGEN	
Registration Number:	6013036	LABGEN PORTAL	
Registration Number:	6013034	LABGEN	
Registration Number:	6007818	MEDGEN	
Registration Number:	6007381	LG LABGEN	
Registration Number:	6007318	COMTRON	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5151		
Email:	aoidocket@nortonrosefulbright.com		
Correspondent Name:	Andrea K. Shannon		
Address Line 1:	1301 McKinney St, Suite 5100		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	1001193248		
NAME OF SUBMITTER:	Andrea K. Shannon		
SIGNATURE:	/Andrea K. Shannon/		

OP \$190.00 6007379

DATE SIGNED:	08/29/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of July 29, 2022, by and between Comtron Inc., a New York corporation (the “**Company**”), and MEDFAR International, Inc., a corporation organized under the corporation laws of Canada (“**Buyer**”). The parties hereto are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Capitalized terms used but not herein defined will have the meanings given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Company, Buyer, David Lalehzar, an individual (“**D. Lalehzar**”), Shahram Lalehzarzadeh, an individual (“**S. Lalehzar**” and together with D. Lalehzar, the “**Shareholders**”), and MEDFAR US, Inc., a Delaware corporation, entered into that certain Asset Purchase Agreement, dated as of July 29, 2022 (as it may be amended, supplemented, or modified from time to time, the “**Asset Purchase Agreement**”);

WHEREAS, as stated in the Asset Purchase Agreement, the Company is engaged in the business of electronic health records and software, laboratory information systems and medical billing (the “**Business**”);

WHEREAS, the Asset Purchase Agreement defines “**Company Products**” as all products and services designed, developed, tested (including those products and services for which design, development, and/or testing is substantially complete), marketed, distributed, provided, licensed, sold, or otherwise made commercially available by or on behalf of the Company in the Business, excluding (i) point of sale software not related to the Business, (ii) clothing, manufacturing and jewelry inventory software, and (iii) veterinary software; and

WHEREAS, under the terms of the Asset Purchase Agreement, the Company has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Company, and has agreed to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective premises and the mutual covenants contained herein and the respective representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement, for payment by Assignee to Assignor of the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably conveys, transfers, and assigns to Buyer all of Company’s right, title, and interest in and to any and all Intellectual Property (i) owned by the Company and used by the Company in connection with operation of the Business related to the Company Products, or (ii) otherwise relating to any of the Company Products, including, without limitation, the following (collectively, the “**Assigned Intellectual Property**”):

(a) all trademarks, trade names, service marks, service names, trade dress, logos, slogans, and all identifiers of source (whether or not registered), including all goodwill therein, and any and all common law rights, and registrations and applications for registration thereof, all rights therein, trade names, and fictitious business names (D/B/As) including, without limitation, those set forth on Schedule 1 hereto;

(b) all patents, certificates of invention and statutory invention registrations, including reissues, divisions, continuations, continuations in part, continued prosecution applications, requests for continued examination, renewals, extensions and reexaminations;

(c) all copyrights and works of authorship in any media (including computer programs, Software (including Source Code), databases and compilations, files, applications, internet site content, documentation and related items, product packaging, labels, and designs, and advertising and marketing materials whether or not copyrightable), moral and economic rights, mask works, whether or not registered, and registrations and applications for registration for any of the foregoing;

(d) all trade secrets and confidential information, including all Source Code, documentation, databases, data collections, know how, processes, technology, formulae, customer lists, business and marketing plans, inventions (whether or not patentable), improvements, discoveries, feedback, business and technical information and know-how, data collections, rights to use, access, disclose or share databases, data collections or other confidential or proprietary information, and marketing information;

(e) all domain names, e-mail addresses, world wide web (“www”) and hypertext transfer protocol (“http”) addresses, network names, network addresses, social media accounts and all registrations, applications and renewals therefor including, without limitation, those set forth on Schedule 2 hereto;

(f) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, the Company shall execute and deliver to Buyer such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Buyer and suitable for filing with the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the assignment of, and to vest in Buyer all right, title, and interest in and to, the Assigned Intellectual Property. As between the Company and Buyer, Buyer shall be responsible,

at Buyer's expense, for filing any assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Buyer's reasonable request and with Buyer paying all costs and expenses, the Company shall take such steps and actions, and provide such cooperation and assistance, to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Buyer, or any of Buyer's successors or assigns.

3. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the New York without regard to principles of conflicts of Law.

5. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

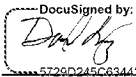
6. No Modification of Asset Purchase Agreement. This Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to in all respects, the Asset Purchase Agreement (the representations, warranties, covenants, agreements and indemnities of which are hereby incorporated by reference), and nothing contained in this Agreement shall be deemed to modify any of the provisions of the Asset Purchase Agreement, nor shall anything in this Agreement be deemed to modify, expand or enlarge any of the rights or obligations of the Parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control and prevail.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the day and year first above written.

COMPANY:

COMTRON INC.

By:  _____
Name: David Lalehzar
Title: President

BUYER:

MEDFAR INTERNATIONAL INC.

By: _____
Name: Elias Tanios Farah
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the day and year first above written.

COMPANY:

COMTRON INC.

By: _____
Name: David Lalehzar
Title: President

BUYER:

MEDFAR INTERNATIONAL INC.

By: _____
Name: Elias Tarios Farah
Title: President and Chief Executive Officer

DocuSigned by:
Elias Farah
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SCHEDULE 11. Registered Trademarks:

Mark Type	Owner	Description of Mark	US Serial Number	USPTO Registration Number	Registration Date
COMTRON	Comtron Inc.	The mark consists of a circular disc configured as a stylized electronic circuit having a plus-like opening in the center thereof with the word "Comtron" extending outward from the right side of the disc.	88580790	6007379	March 10, 2020
MEDGEN	Comtron Inc.	Standard Character Mark	88587077	6017837	March 24, 2020
LABGEN PORTAL	Comtron Inc.	Standard Character Mark	88580888	6013036	March 17, 2020
LABGEN	Comtron Inc.	Standard Character Mark	88580869	6013034	March 17, 2020
MEDGEN	Comtron Inc.	The mark consists of an inverted L-shape component with a square block positioned next to the L-shaped component and the word "medgen" extending to the right from the square block.	88587045	6007818	March 10, 2020
LG LABGEN	Comtron Inc.	The mark consists of a stylized "L" and "g" design with the word "Labgen" extending outward from the design to the right.	88580821	6007381	March 10, 2020
COMTRON	Comtron Inc.	Standard Character Mark	88580119	6007318	March 10, 2020

2. Unregistered Assumed Names:

Comtron Corp.

MedGen Finance, Inc.

SCHEDULE 2

Domain	Expiration Date
ComtronUSA.com	
Labgenlis.net	
Labsvc.net	