TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM397820

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perseon Corporation		08/19/2016	Corporation: UTAH

RECEIVING PARTY DATA

Name:	Scion Medical Technologies, LLC	
Street Address:	4613 West Chester Pike	
City:	Newtown Square	
State/Country:	PENNSYLVANIA	
Postal Code:	19073	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77095618	MICROTHERMX
Serial Number:	86559628	PERSEON
Serial Number:	86559650	SYNCHRONOUS WAVE ALIGNMENT

CORRESPONDENCE DATA

Fax Number:

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.

4048853000 Phone:

Email: julia.bishop@troutmansanders.com

Kimberley G. Nobles **Correspondent Name:** Address Line 1: 600 Peachtree, NE

Address Line 2: **Suite 5200**

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Julia M Bishop
SIGNATURE:	/julia bishop/
DATE SIGNED:	09/08/2016

Total Attachments: 3

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> **TRADEMARK REEL: 005872 FRAME: 0490**

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 19th day of August, 2016 ("Effective Date"), by and between PERSEON CORPORATION ("Assignor"), a Utah corporation, whose address is 2188 West 2200 South, Salt Lake City, UT 84119 USA and SCION MEDICAL TECHNOLOGIES, LLC ("Assignee"), a Delaware limited liability company, whose address is 4613 West Chester Pike, Newtown Square, Pennsylvania 19073-2211 USA (collectively, the "Parties.").

WITNESSETH

WHEREAS, Assignor are the owner of the common law rights and federal trademark rights to the marks listed in Exhibit A of this Assignment;

WHEREAS, Parties desire to enter into this Assignment to effect the transfer of all right, title, and interest in and to the Marks to Assignee;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Transfer and Assignment</u>. Assignor hereby transfer and assign to Assignee all right, title, and interest in and to the Marks on a worldwide basis, together with the goodwill associated with its trademarks, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.
- 2. <u>Further Documentation and Actions</u>. Assignor hereby agree to execute and deliver to Assignee any further documents and instruments in Assignor's possession, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Marks and to enable such right, title, and interest to be recorded in the PTO any other appropriate governmental or private authority, agency or registry of the United States and internationally.
- 3. <u>Counterpart: Electronic Signature</u>. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile or electronic mail transmission of such party's signature, or a photocopy of such transmission, and such electronic signature shall be deemed to constitute the original signature of such party hereto.

[SIGNATURES ON THE NEXT PAGE]

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"ASSIGNOR" PERSEON CORPORATION By:	"ASSIGNEE" SCION MEDICAL TECHNOLOGIES, LLC By:
Name: Clinton E. Carnell Jr.	Name: David Chen
Title: President and Chief Executive Officer	Title: Director

IN WITNESS WHEREOF, the parties hereto have executed the Assignment as of the Effective

Date.

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Exhibit A

Trademarks

Marks	Serial No.
MICROTHERMX	77/095,618
PERSEON	86/559,628
SYNCHRONOUS WAVE ALIGNMENT	86/559,650

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