

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aethon, Inc.		07/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Carolina Logistics Services, LLC		
Street Address:	635 Vine Street		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3958505	AETHON MEDEX	
Serial Number:	86505457	IVSAFE	
Serial Number:	87244901	LABEX	
Registration Number:	5172611	MEDEX	
Registration Number:	5176874	TRAYSAFE	
Registration Number:	5119906	TUBESAFE	
CORRESPONDENCE DATA			
Fax Number:	4078412343		
<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:	4078412330		
Email:	aimber@allendyer.com		
Correspondent Name:	Allison R. Imber		
Address Line 1:	255 S. Orange Ave.		
Address Line 2:	Suite 1401		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Allison R. Imber		
SIGNATURE:	/Allison R. Imber/		
DATE SIGNED:	08/10/2017		

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ASSET PURCHASE AGREEMENT

by and between

**CAROLINA LOGISTICS SERVICES, LLC
and**

AETHON, INC.

July 10, 2017



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of July 10, 2017, by and between Carolina Logistics Services, LLC, a North Carolina limited liability company ("Purchaser"), and Aethon, Inc., a Delaware corporation ("Seller").

PREAMBLE

WHEREAS, Seller is engaged in the business of designing, developing, manufacturing, selling, licensing, distributing and providing medication delivery tracking and chain of custody compliance and automated cart/tray medication supply replenishment software and hardware products, including the MedEx Products, and services related thereto for health care facilities (collectively, the "MedEx Business");

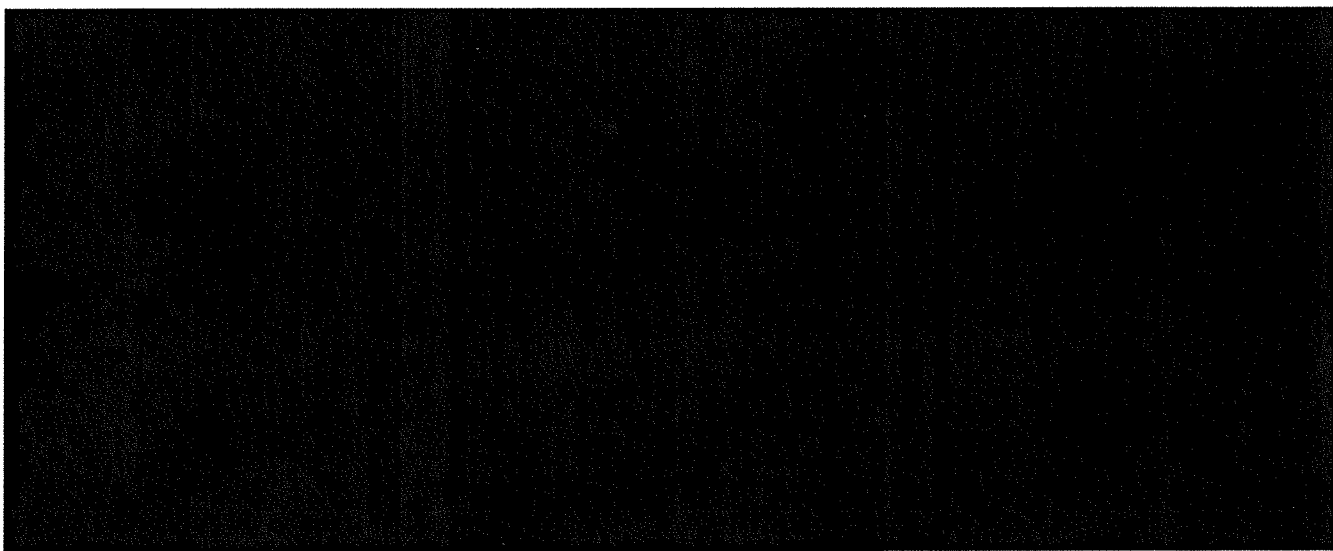
WHEREAS, Seller desires to sell, and Purchaser desires to acquire, from Seller the MedEx Business, its operations and substantially all the assets of Seller primarily used therein all upon the terms and subject to the conditions set forth herein (the "Acquisition"); and

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants and agreements set forth herein, the parties agree as follows:

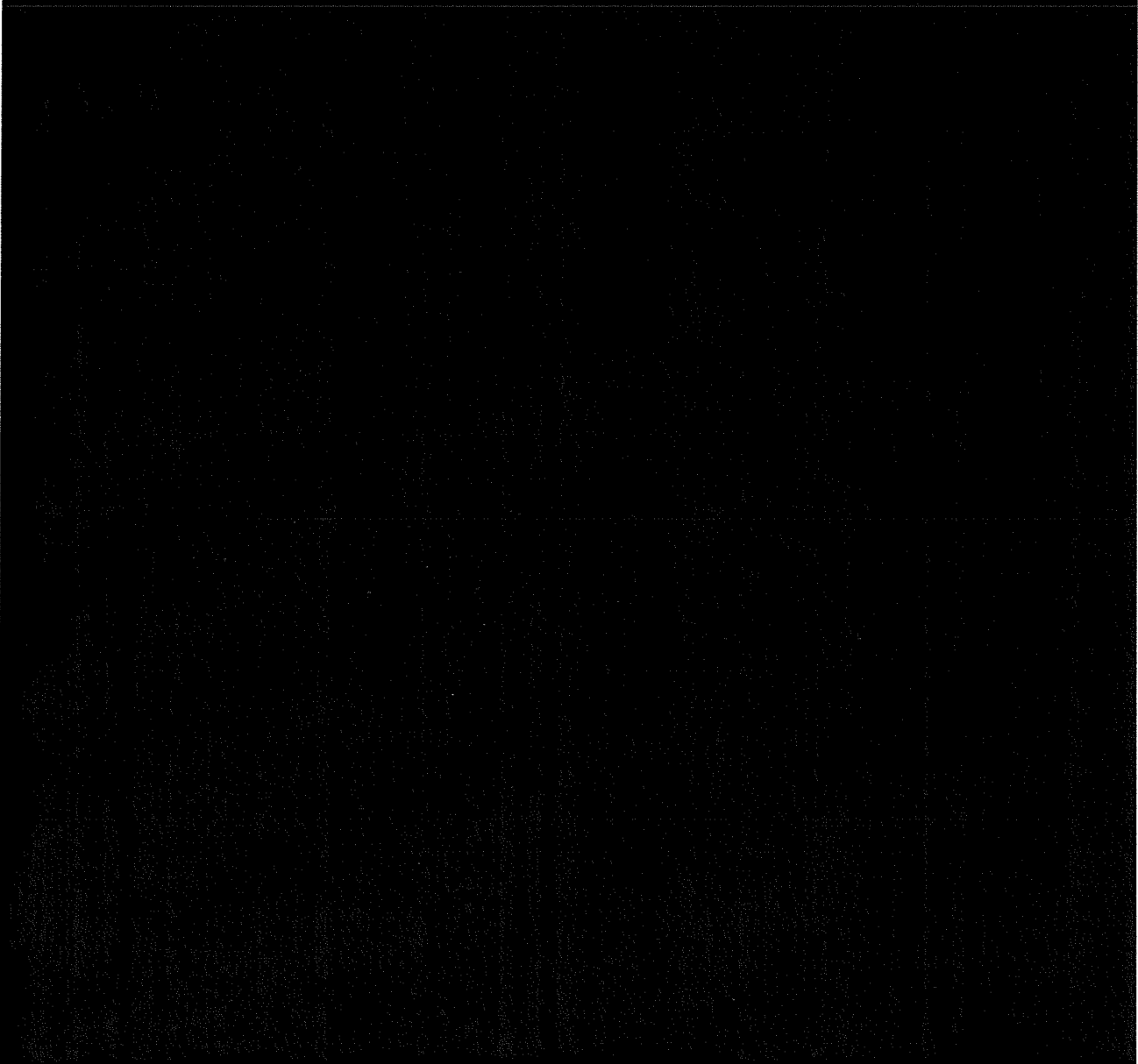
**ARTICLE 1
PURCHASE AND SALE**

1.1 Purchased Assets; Excluded Assets.

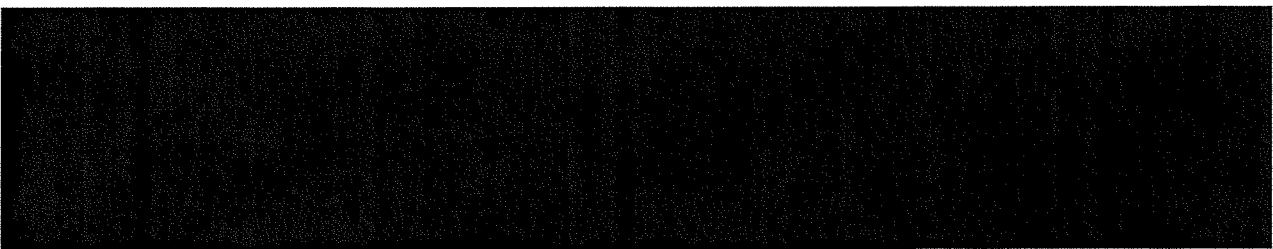
(a) Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser free and clear of all Liens (other than Permitted Liens), and Purchaser hereby purchases from Seller, all of the right, title and interest of Seller in and to (x) the MedEx Business and all of the goodwill related to the MedEx Business and (y) all of the assets, properties and rights of Seller exclusively relating to or exclusively used by Seller in the conduct of the MedEx Business, directly or indirectly, in whole or in part, of every type and description, real, personal or mixed, tangible and intangible, wherever located and whether or not reflected on the books of Seller, including, without limitation, the following, as the same exists as of the date hereof (in all cases, other than the Excluded Assets):

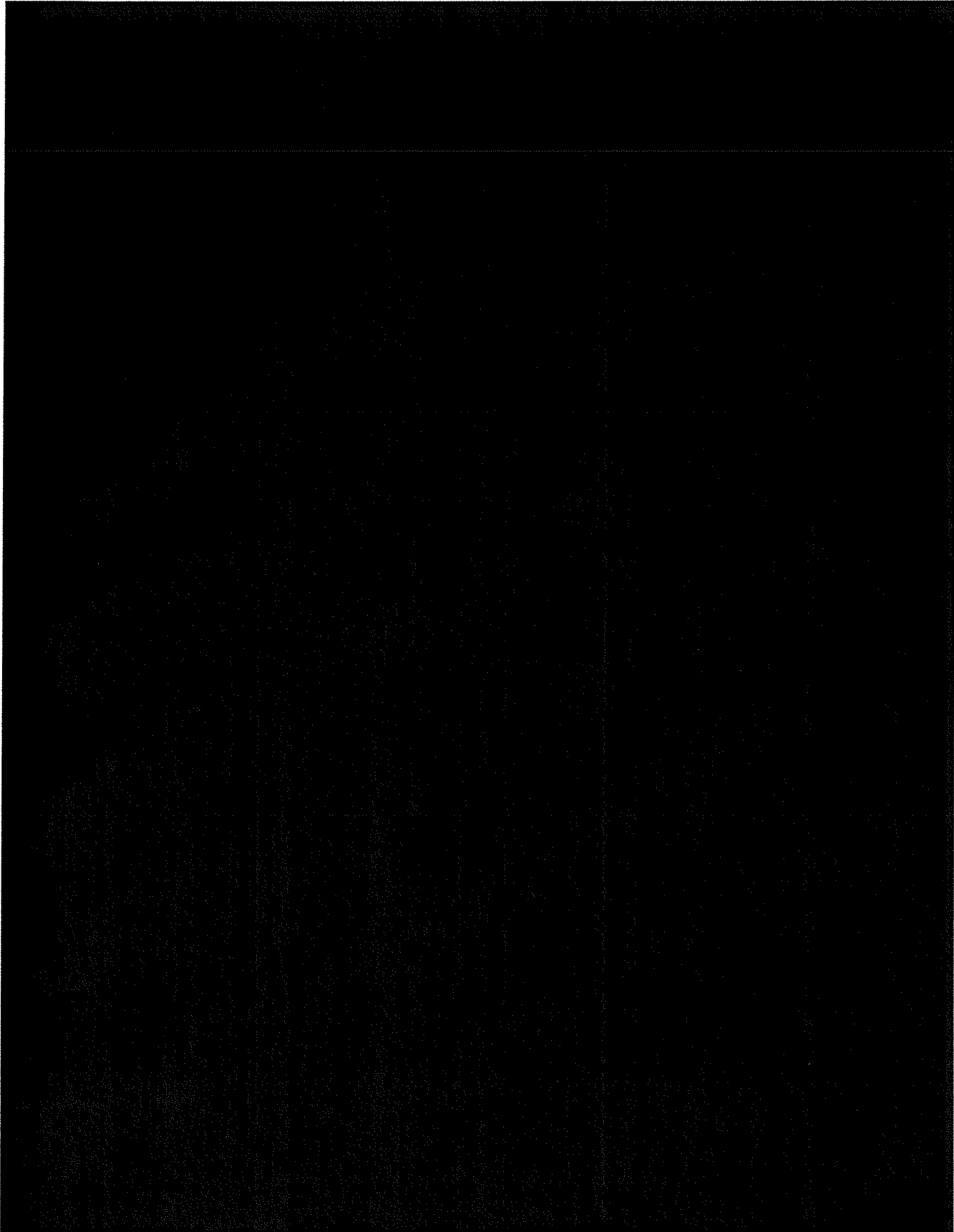


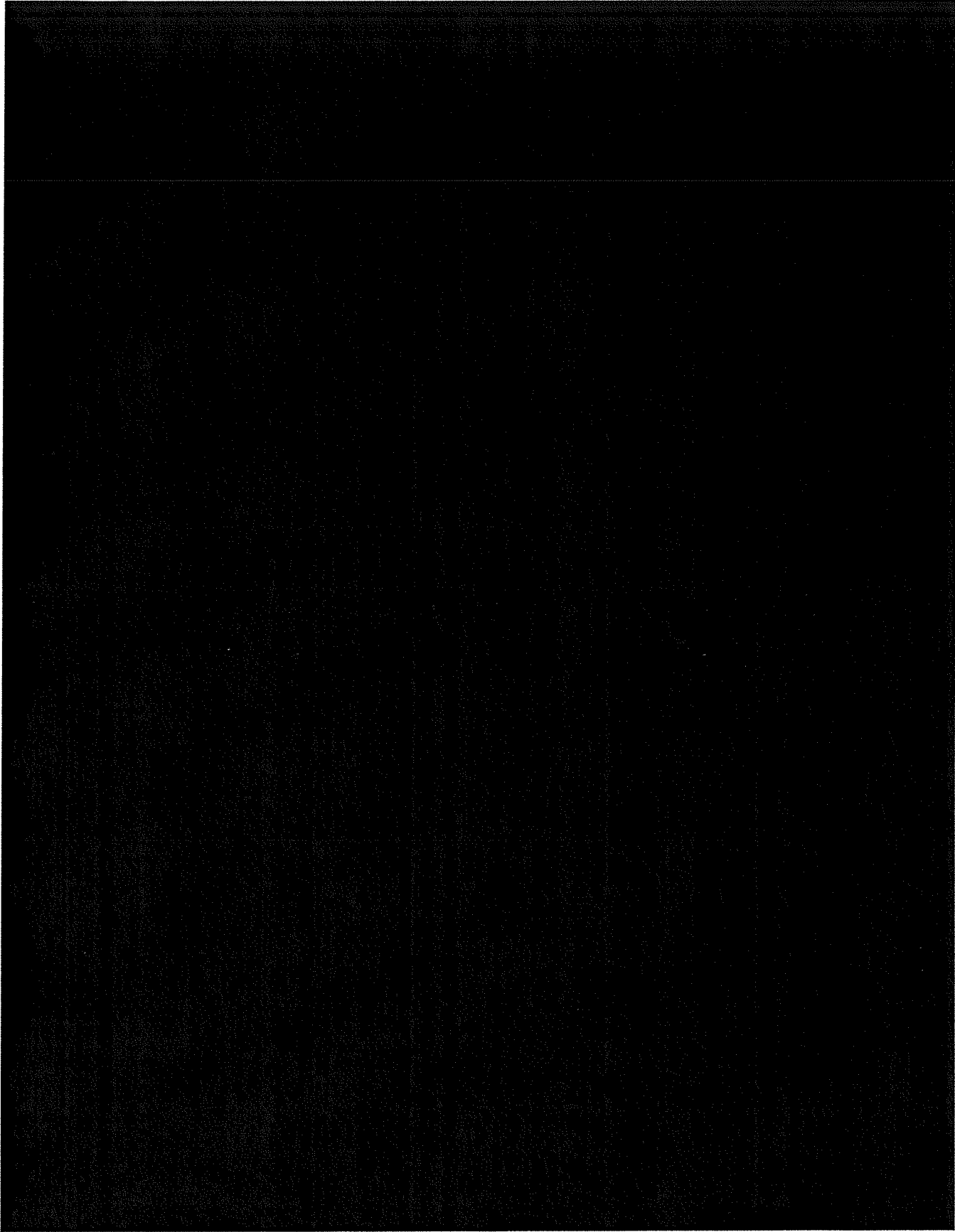
(v) all MedEx Intellectual Property and MedEx Software, together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past or future infringements or misappropriations thereof) with respect thereto, the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property;

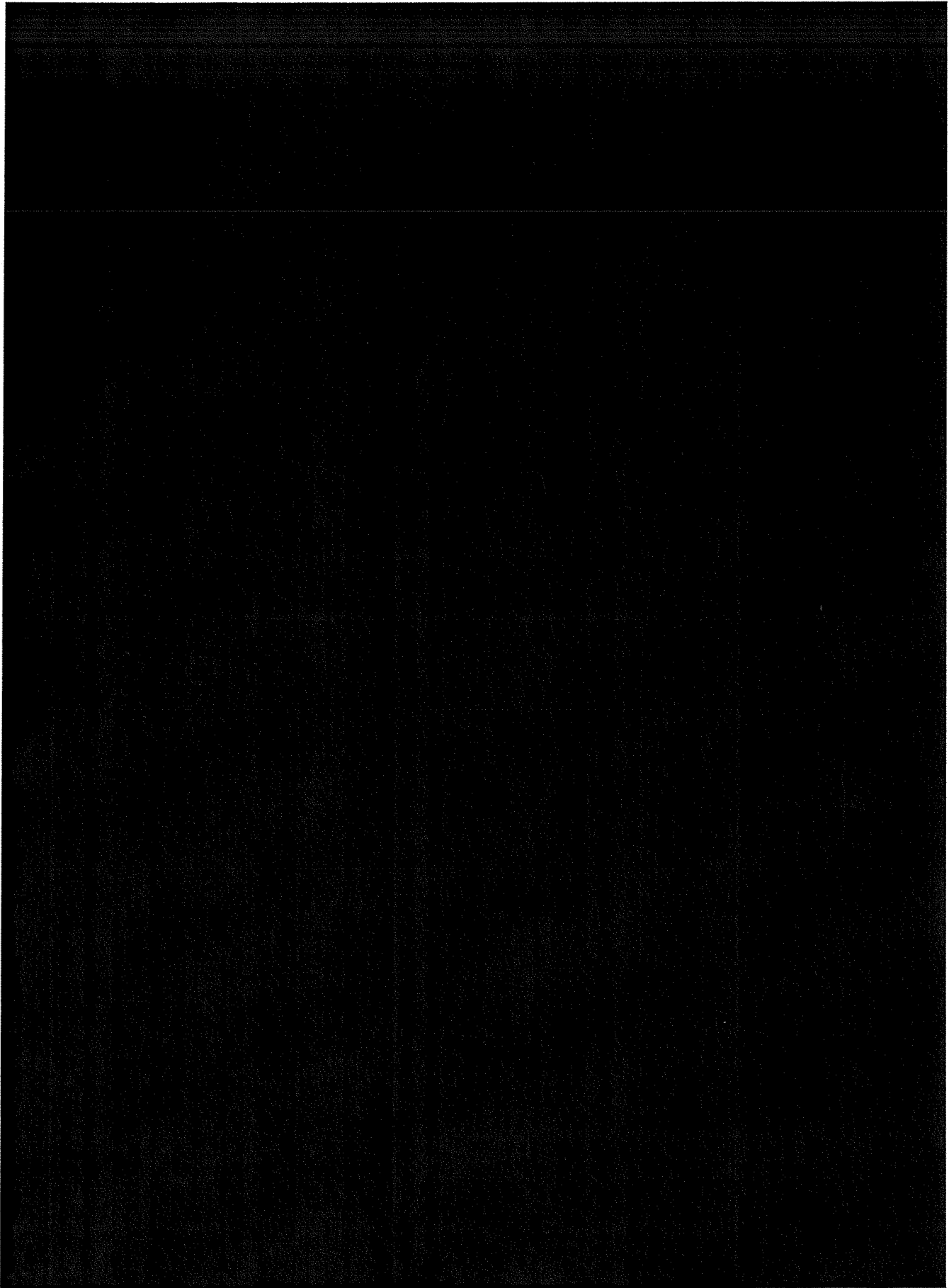


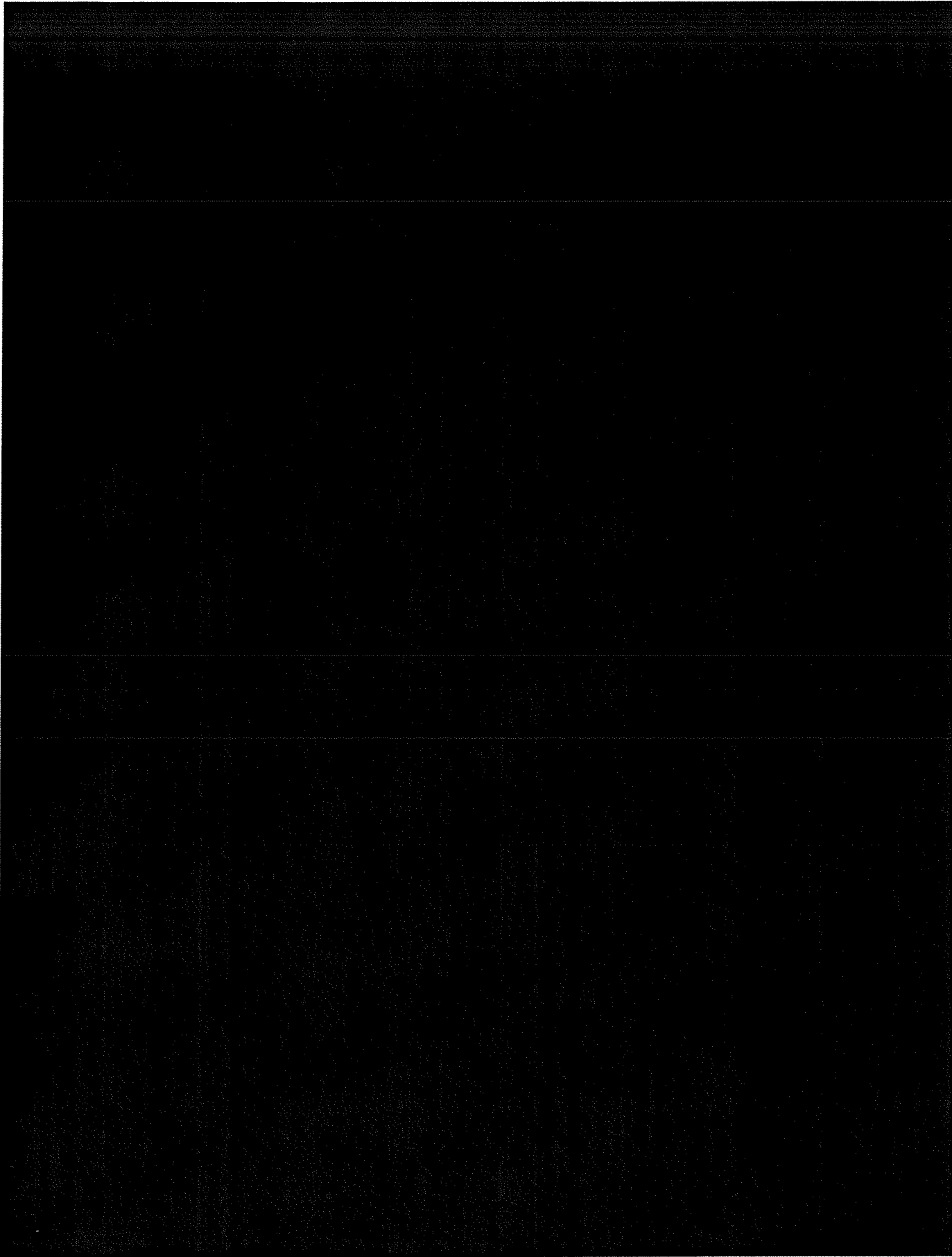
(xiv) all of the goodwill and other intangible property of Seller that are exclusively related to the MedEx Business and/or the foregoing items; and

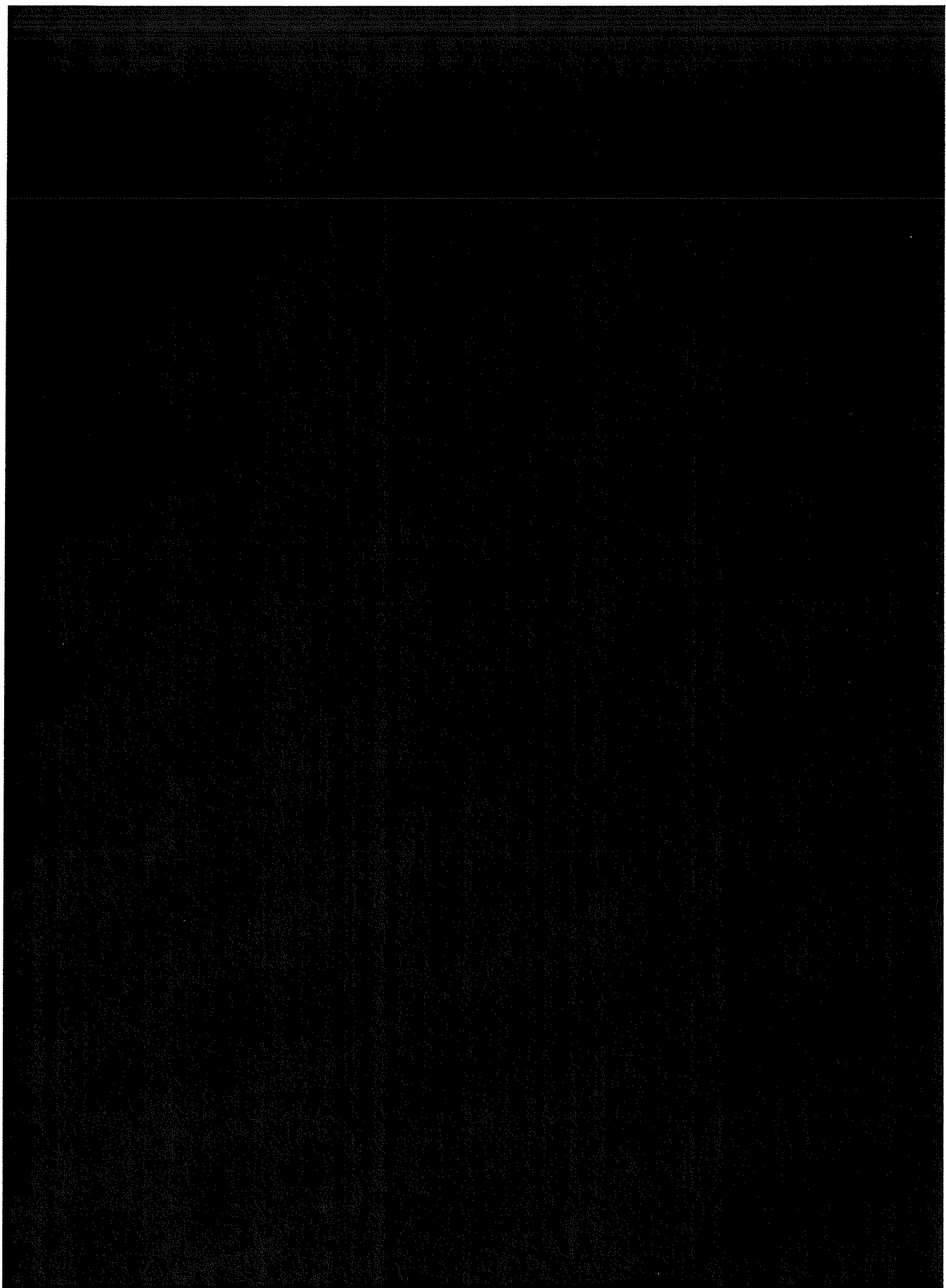


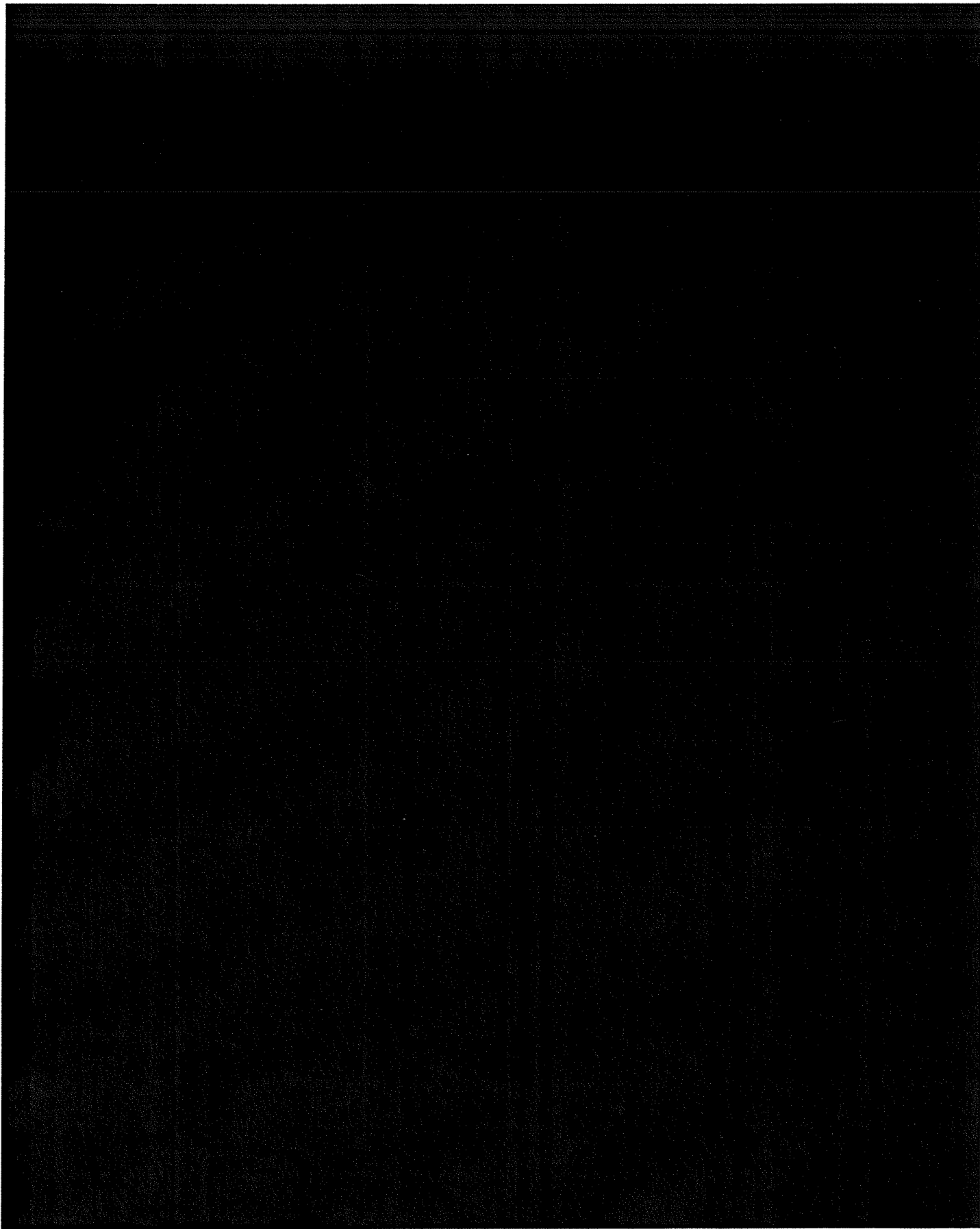


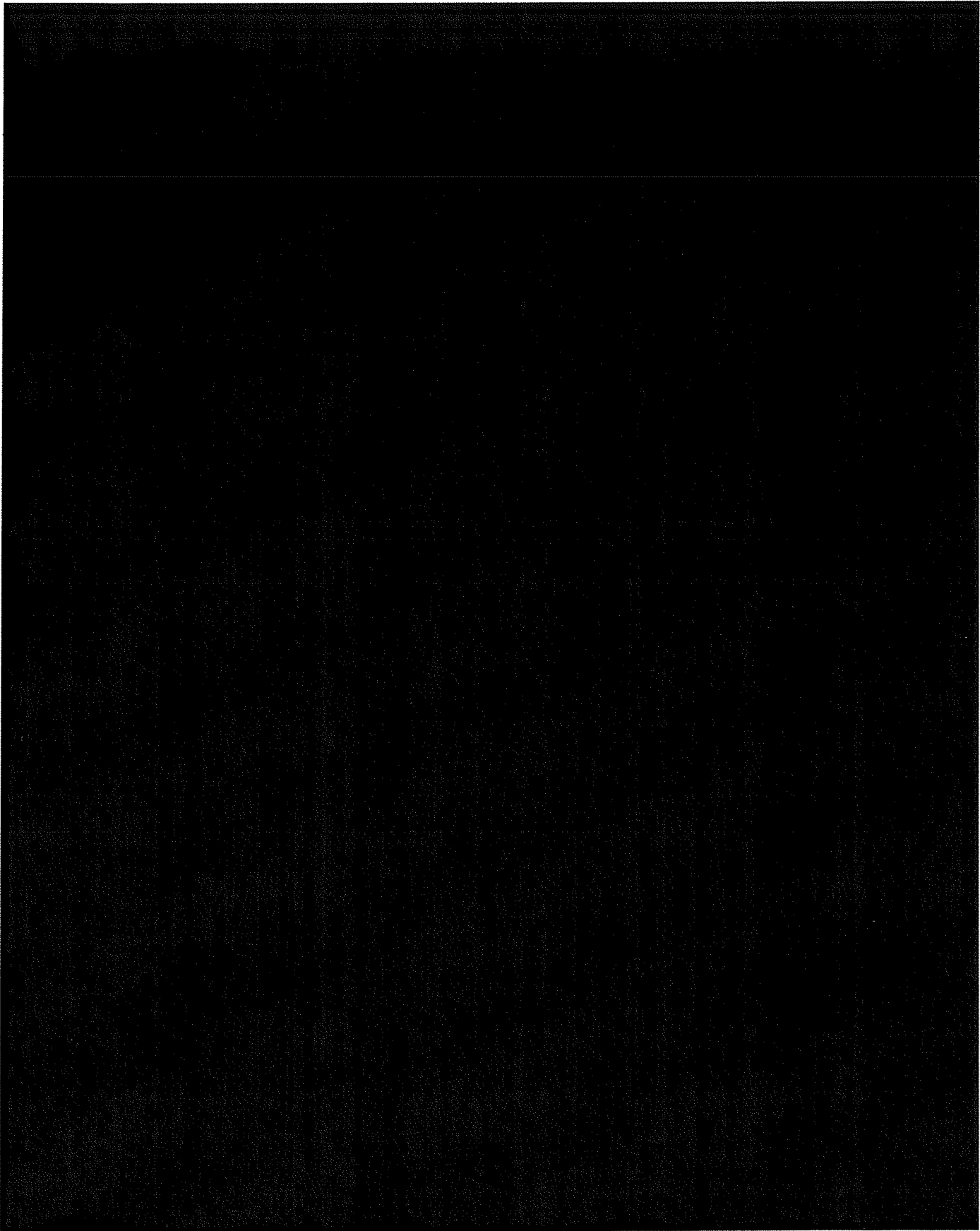


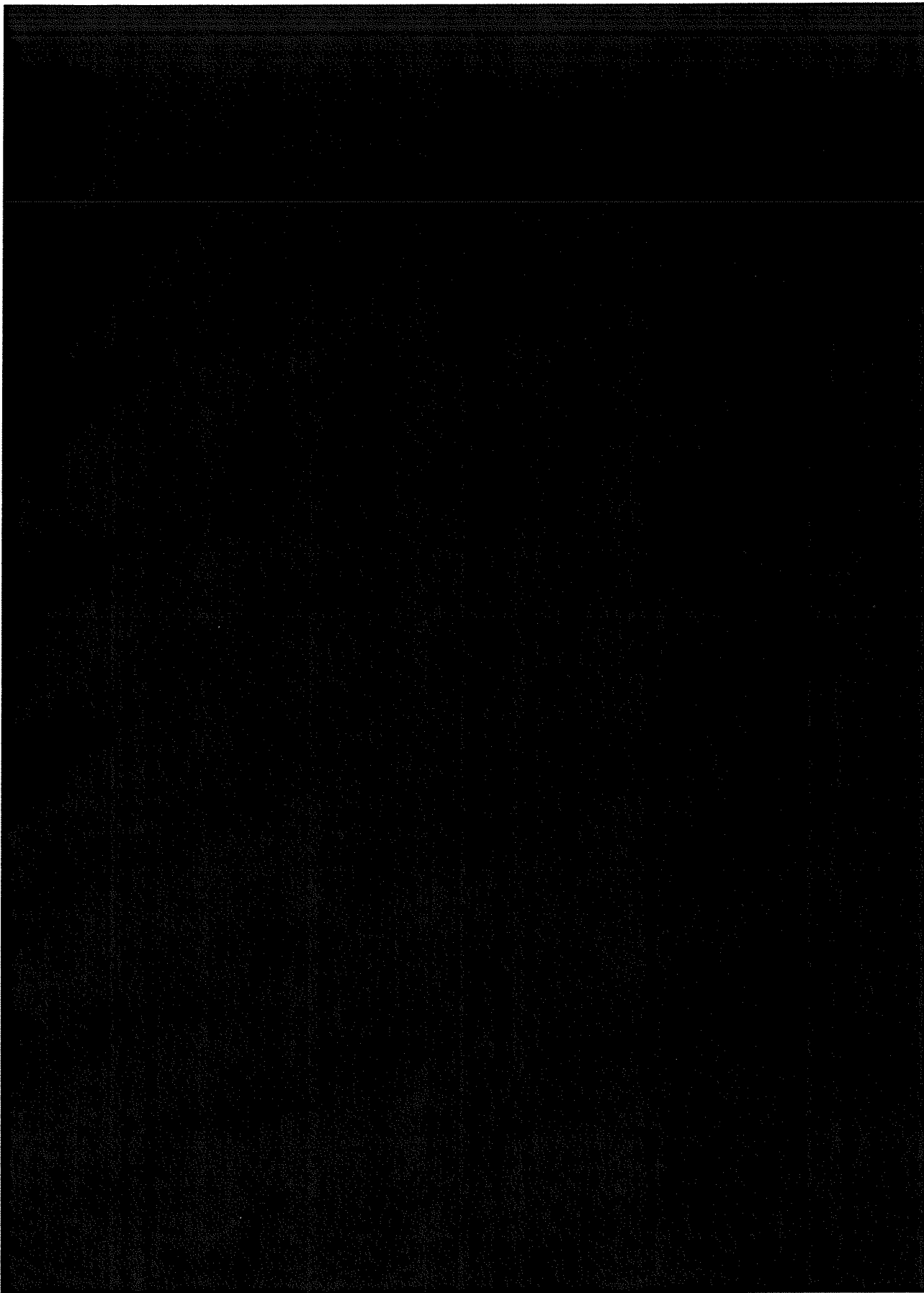


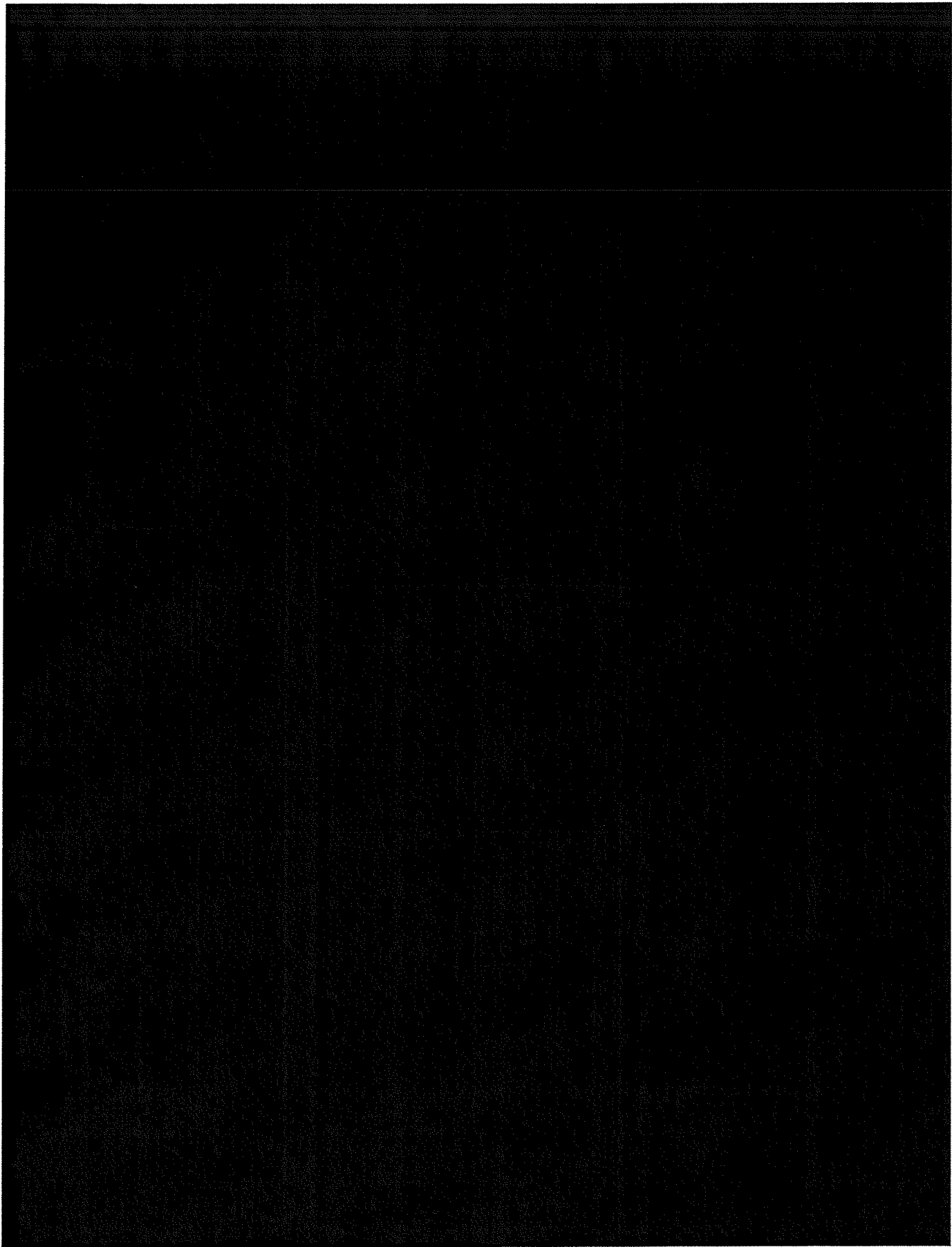


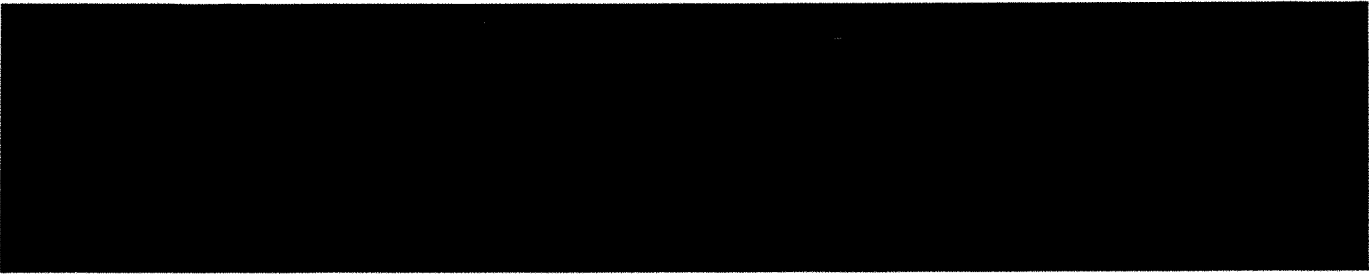






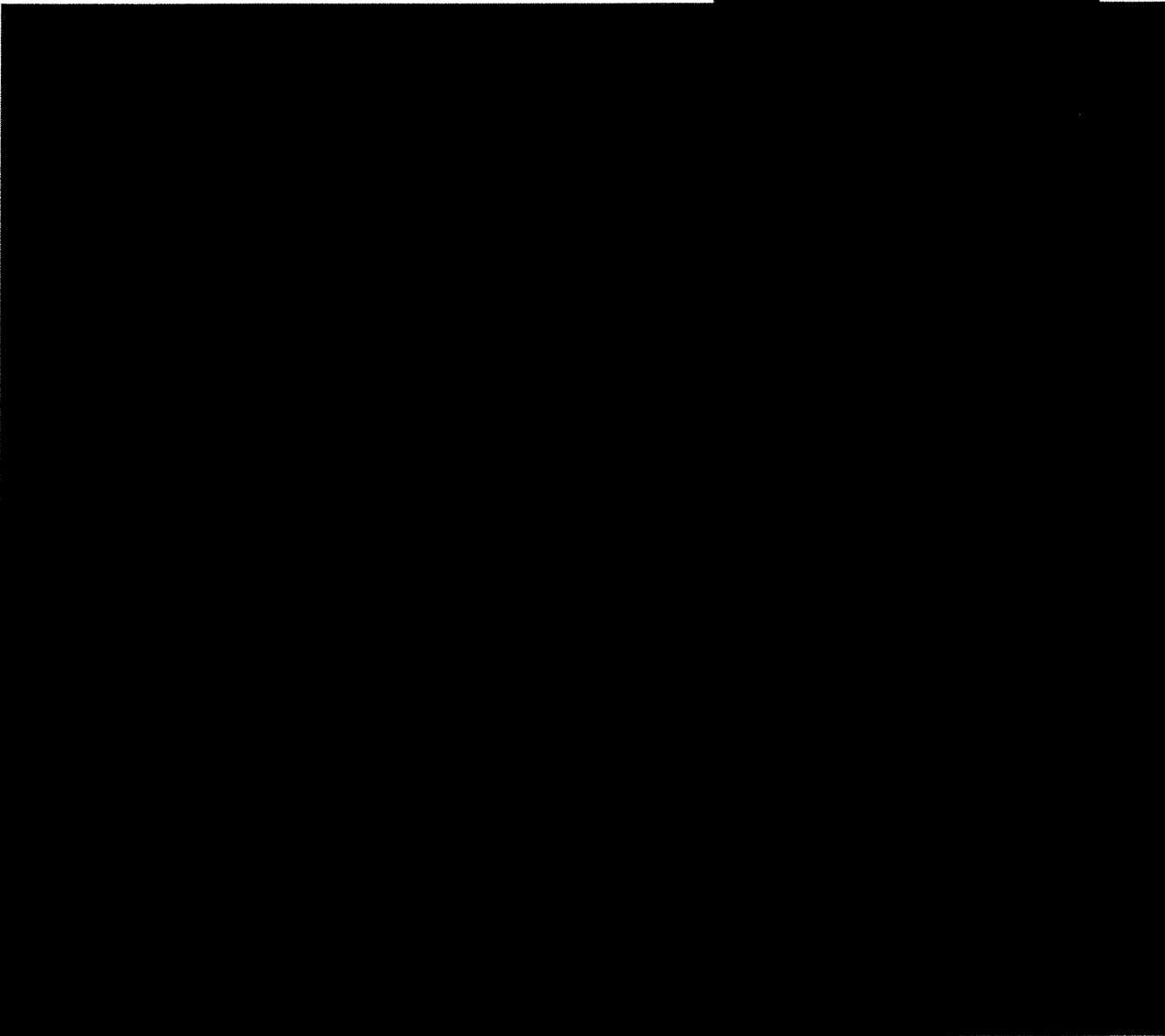


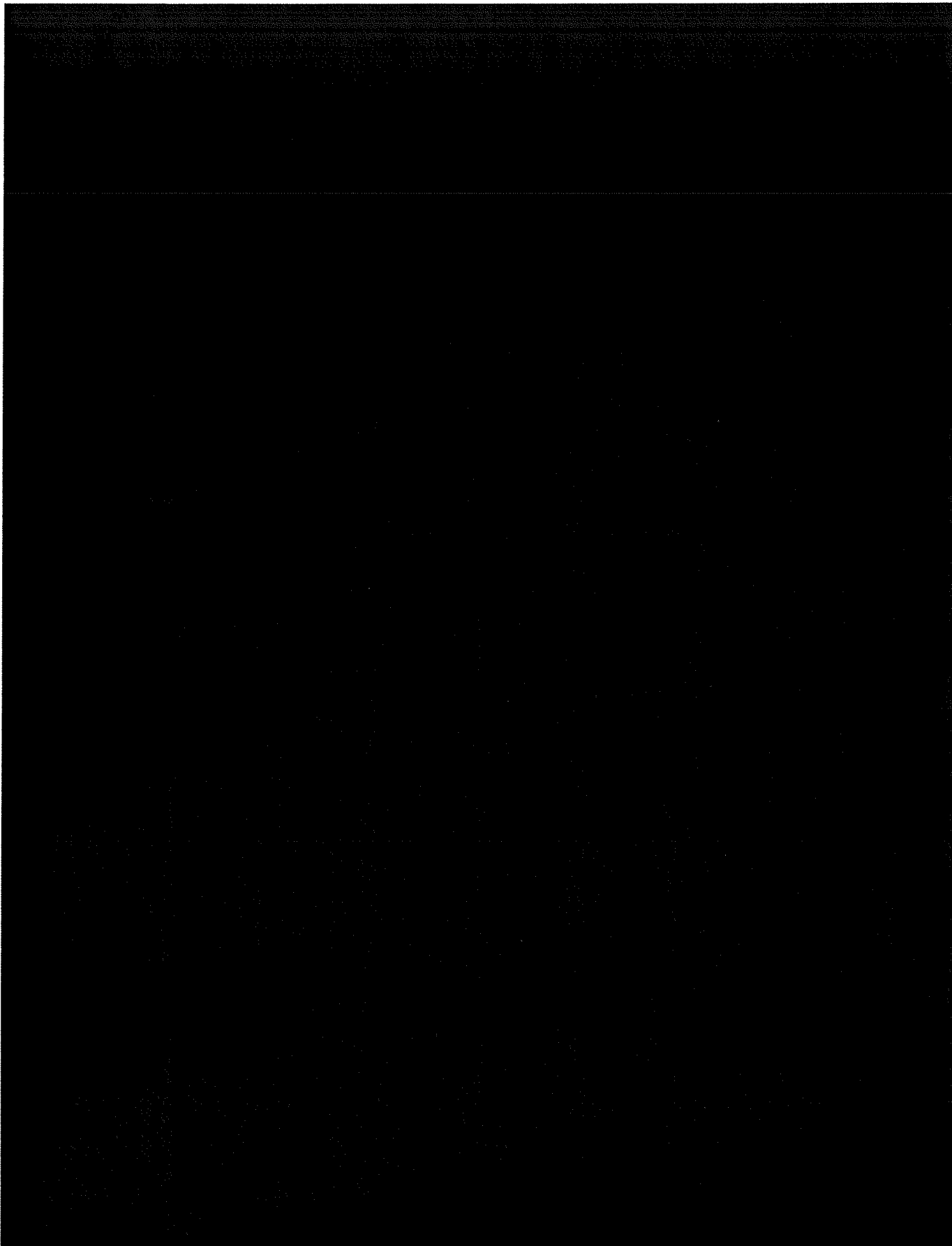


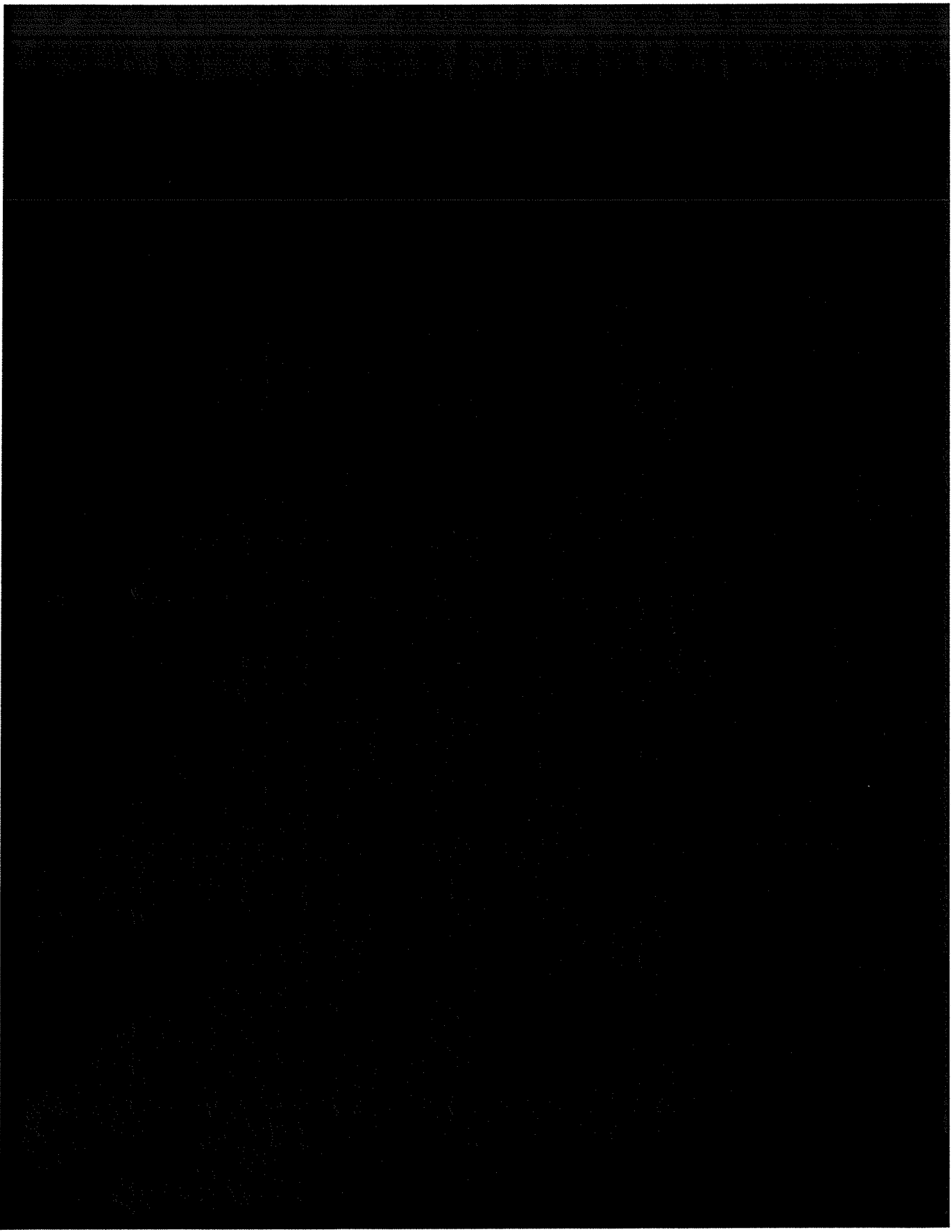


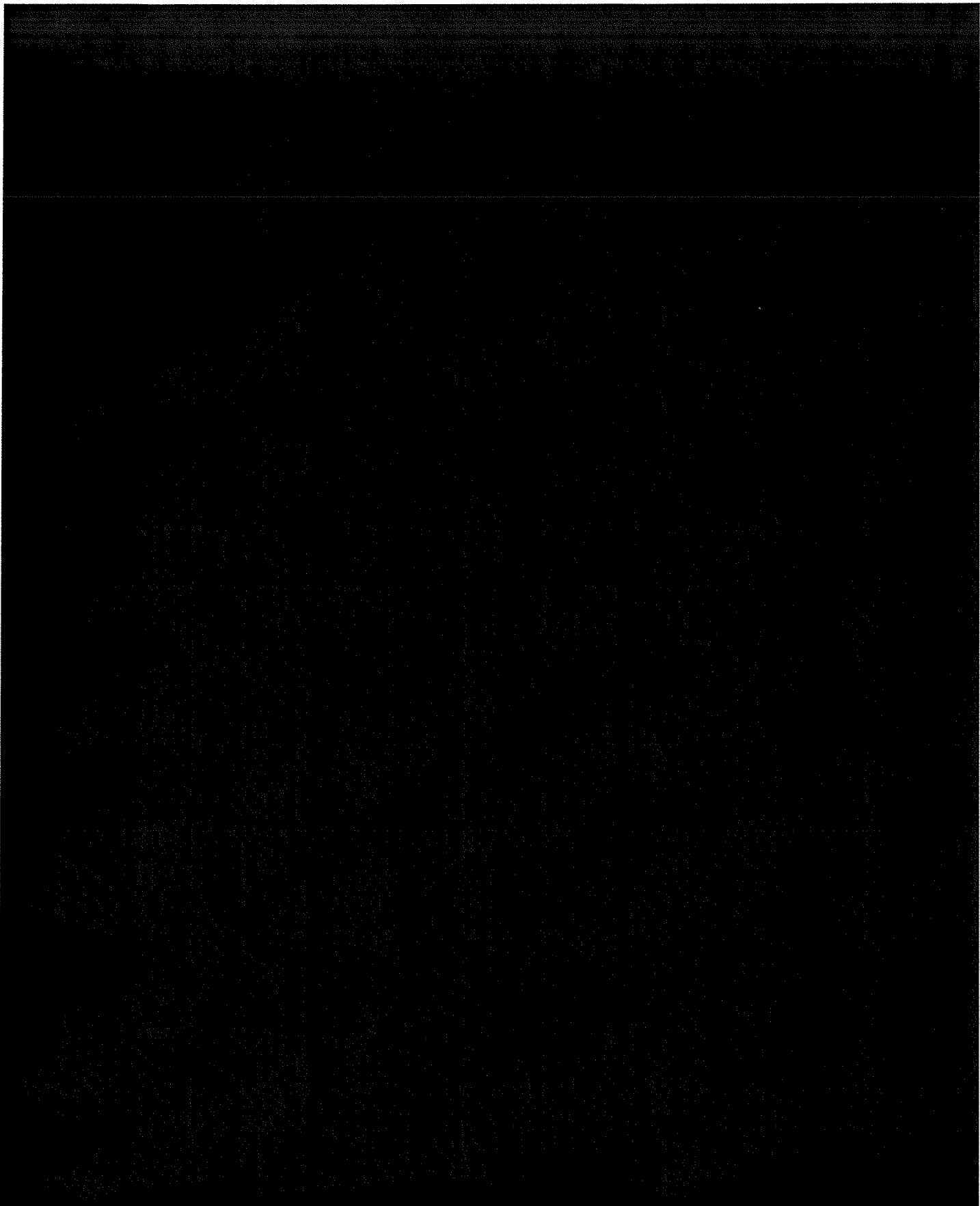
2.11 Intellectual Property Rights.

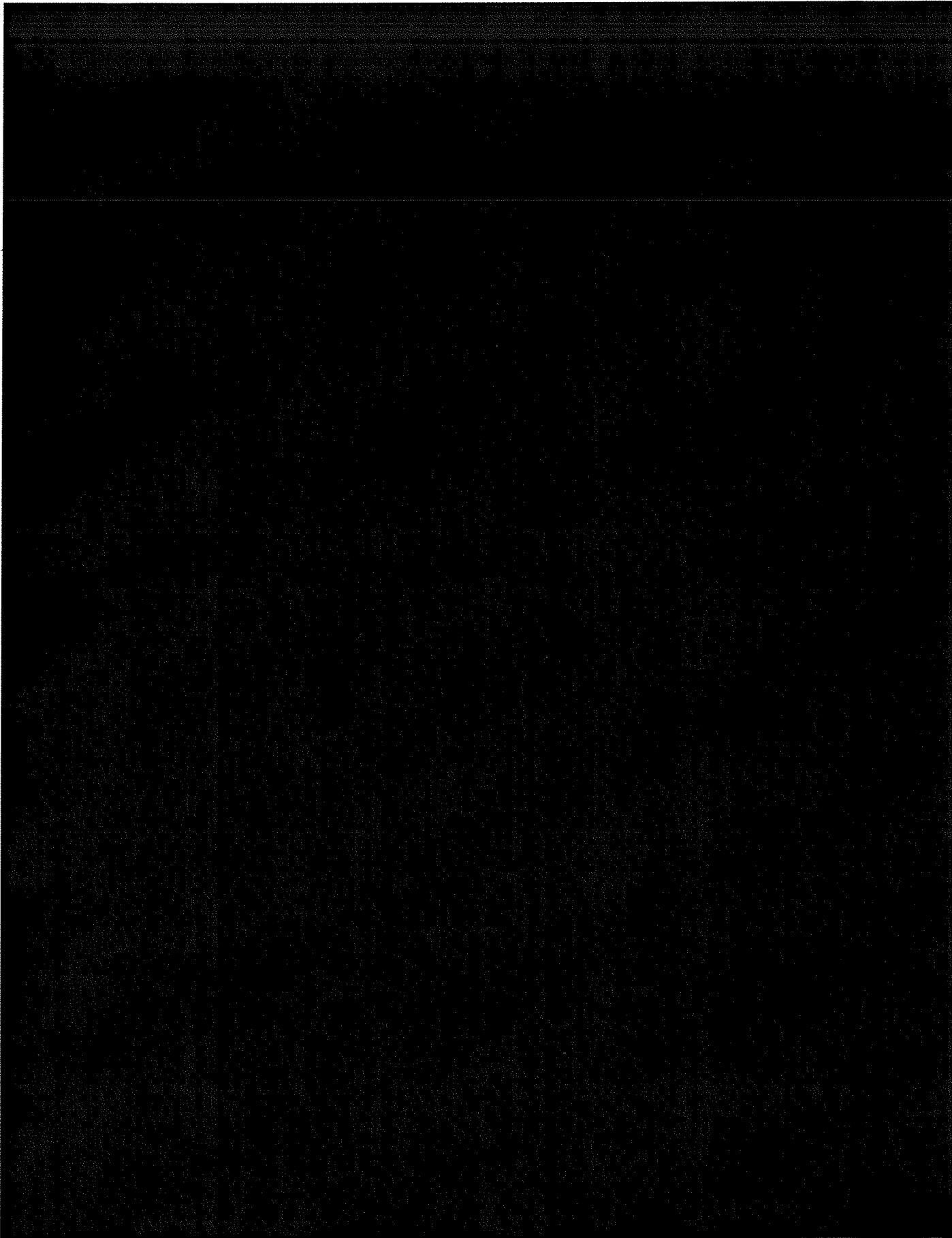
(a) Seller exclusively owns all Intellectual Property and technology purported to be owned by it, including the MedEx Owned Intellectual Property set forth on Schedule 2.11(b) ("MedEx Owned Intellectual Property"), and exclusively owns, or has a valid, enforceable right to use, all Intellectual Property used by Seller primarily in, or necessary to, the conduct of the MedEx Business as currently conducted by Seller (collectively, the "MedEx Intellectual Property"), in each case, free and clear of all Liens or other restrictions, other than Permitted Liens.

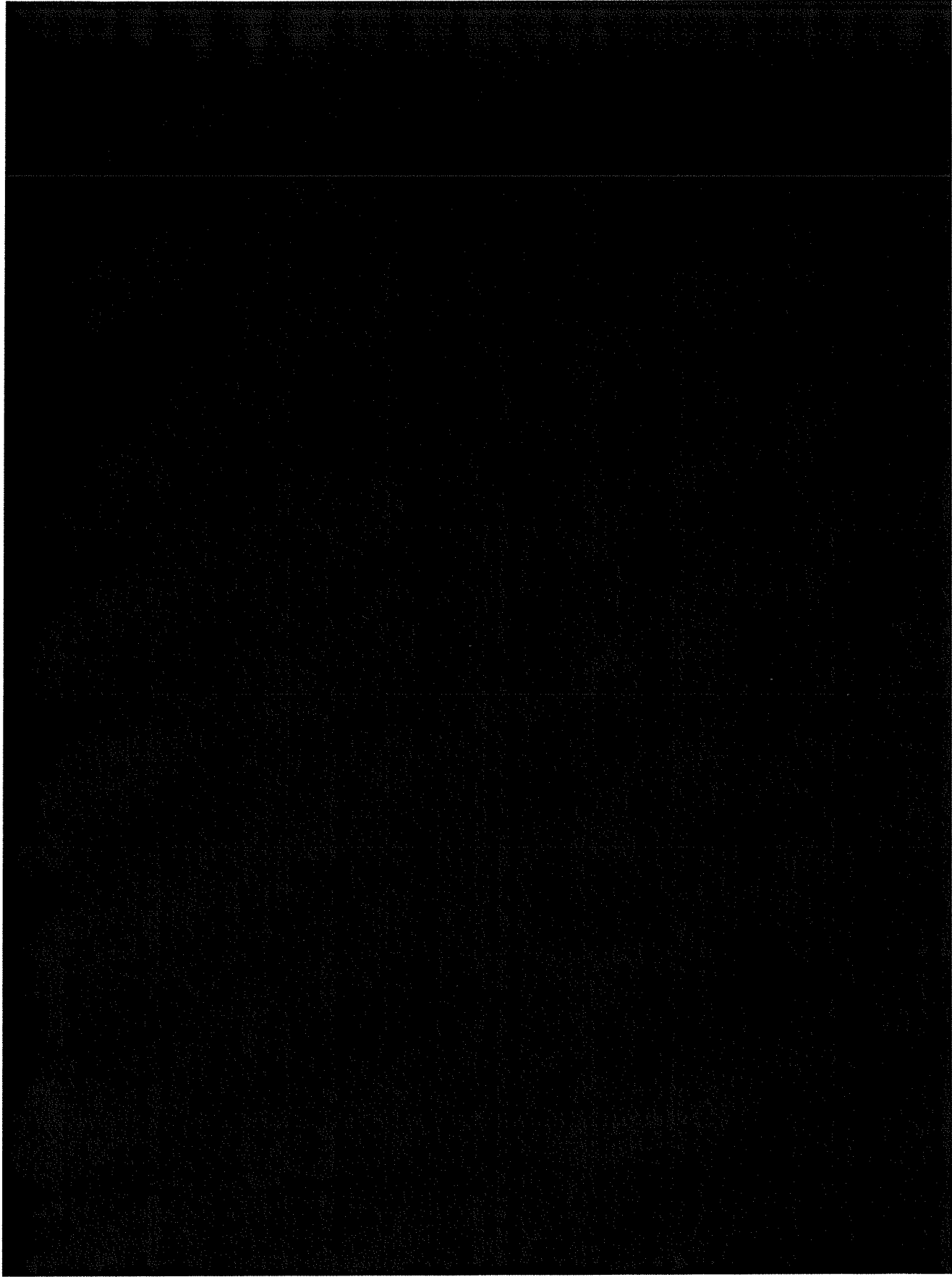


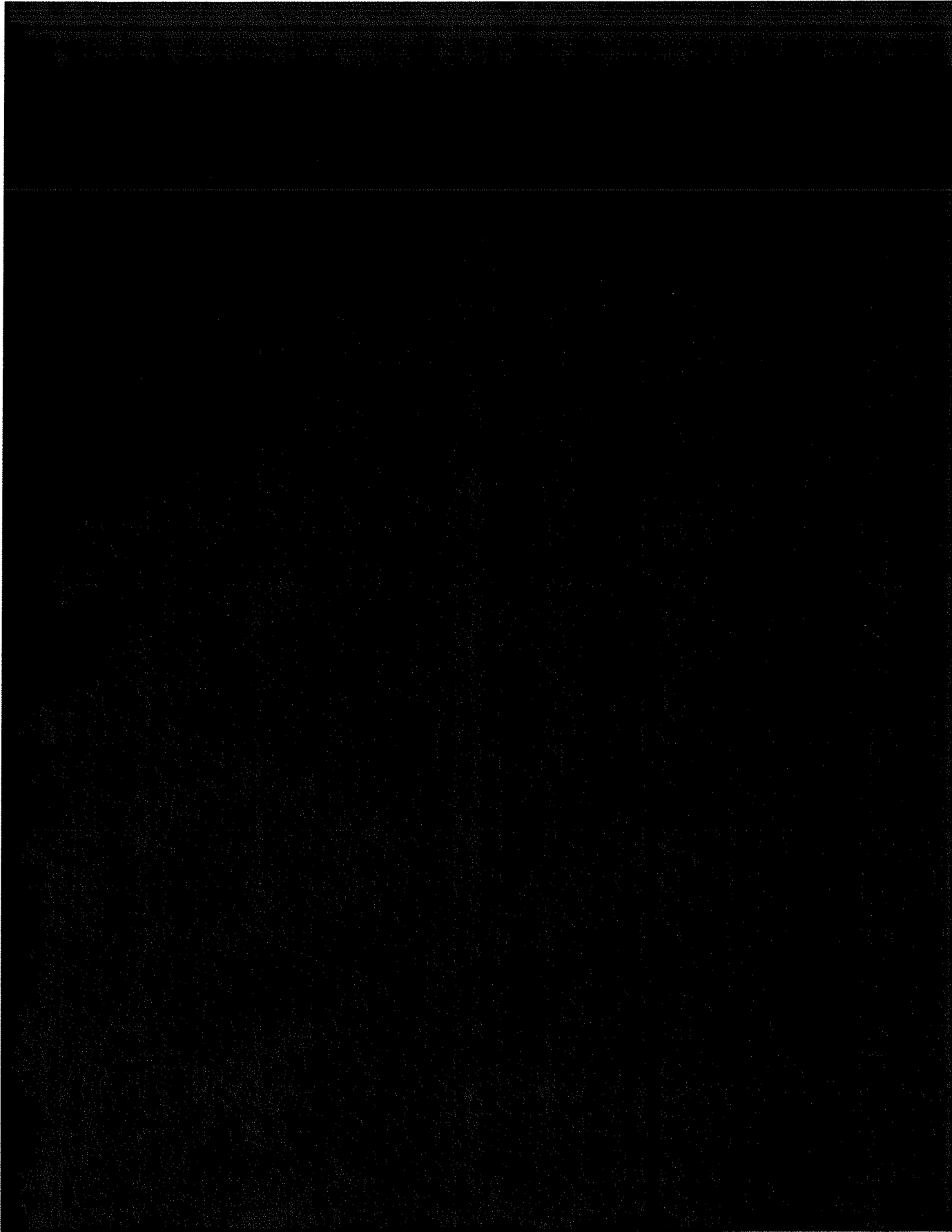


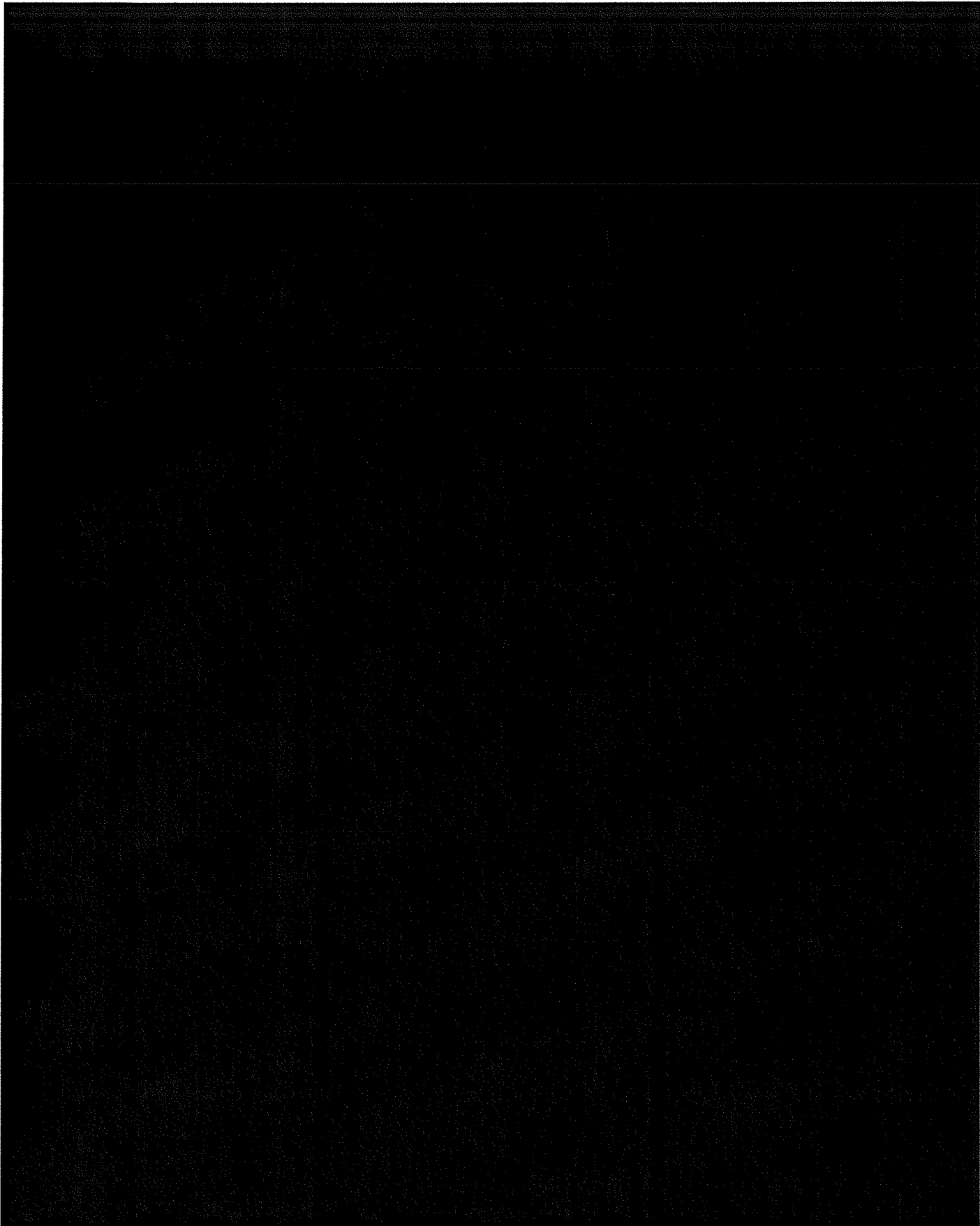


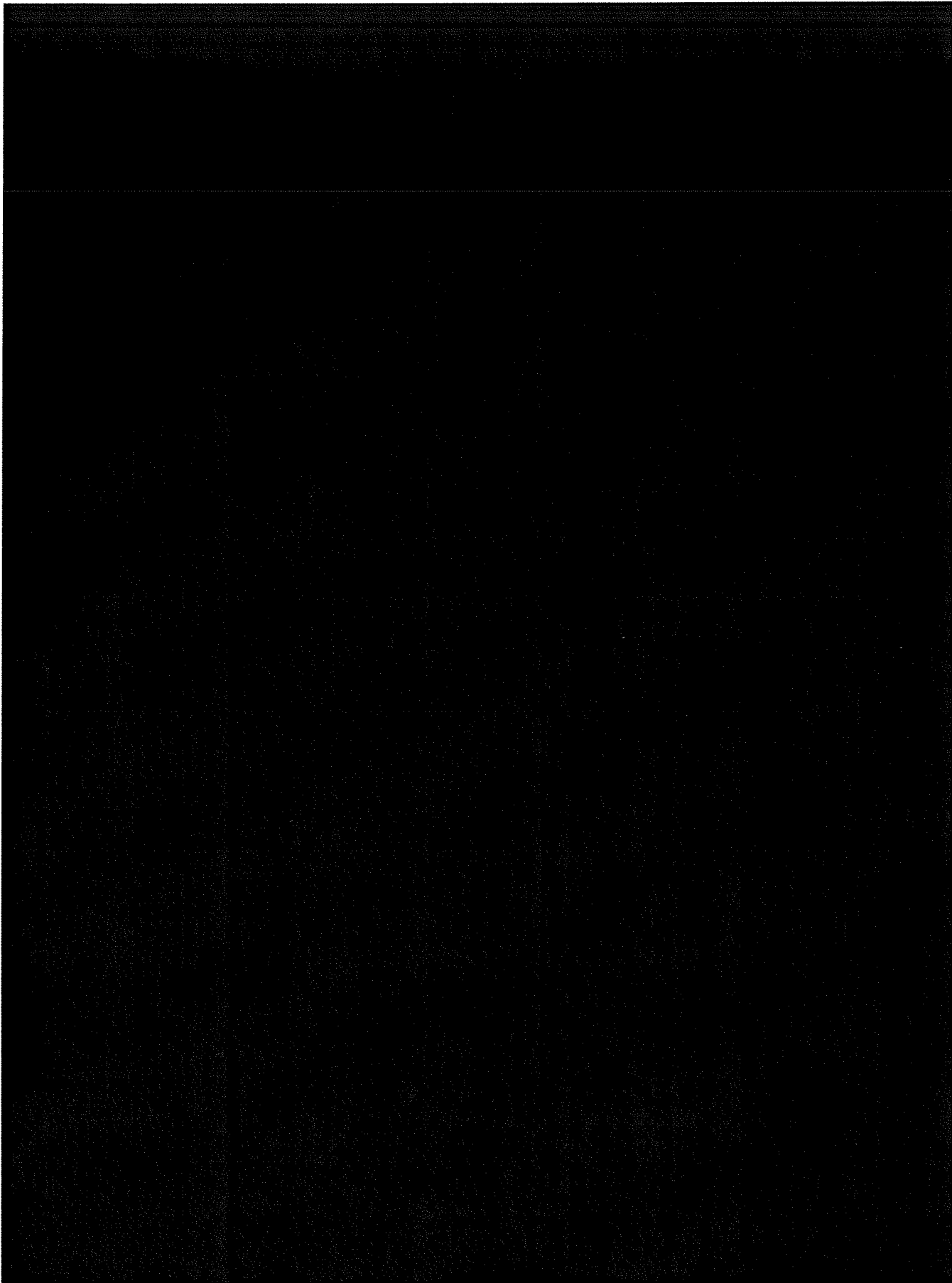


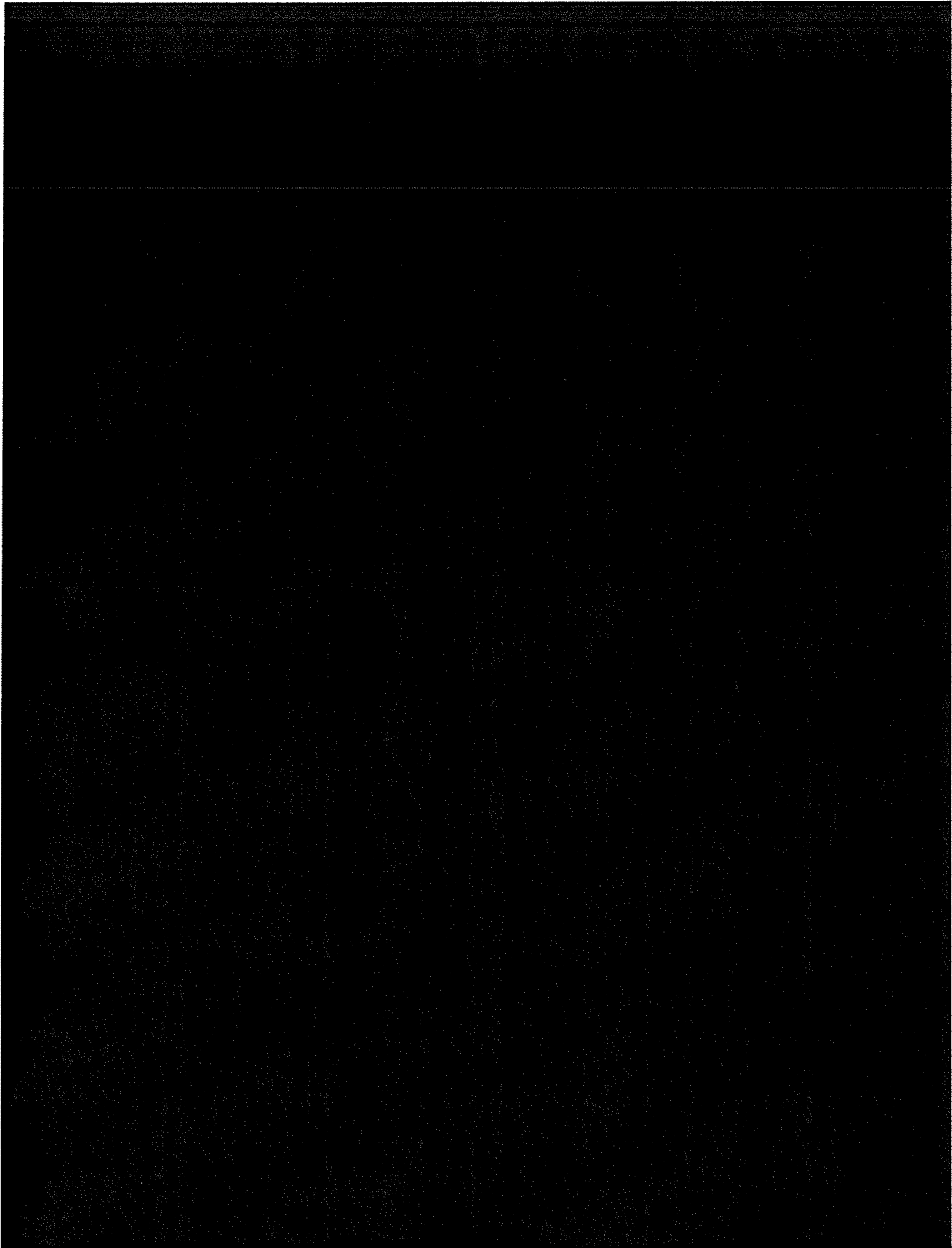


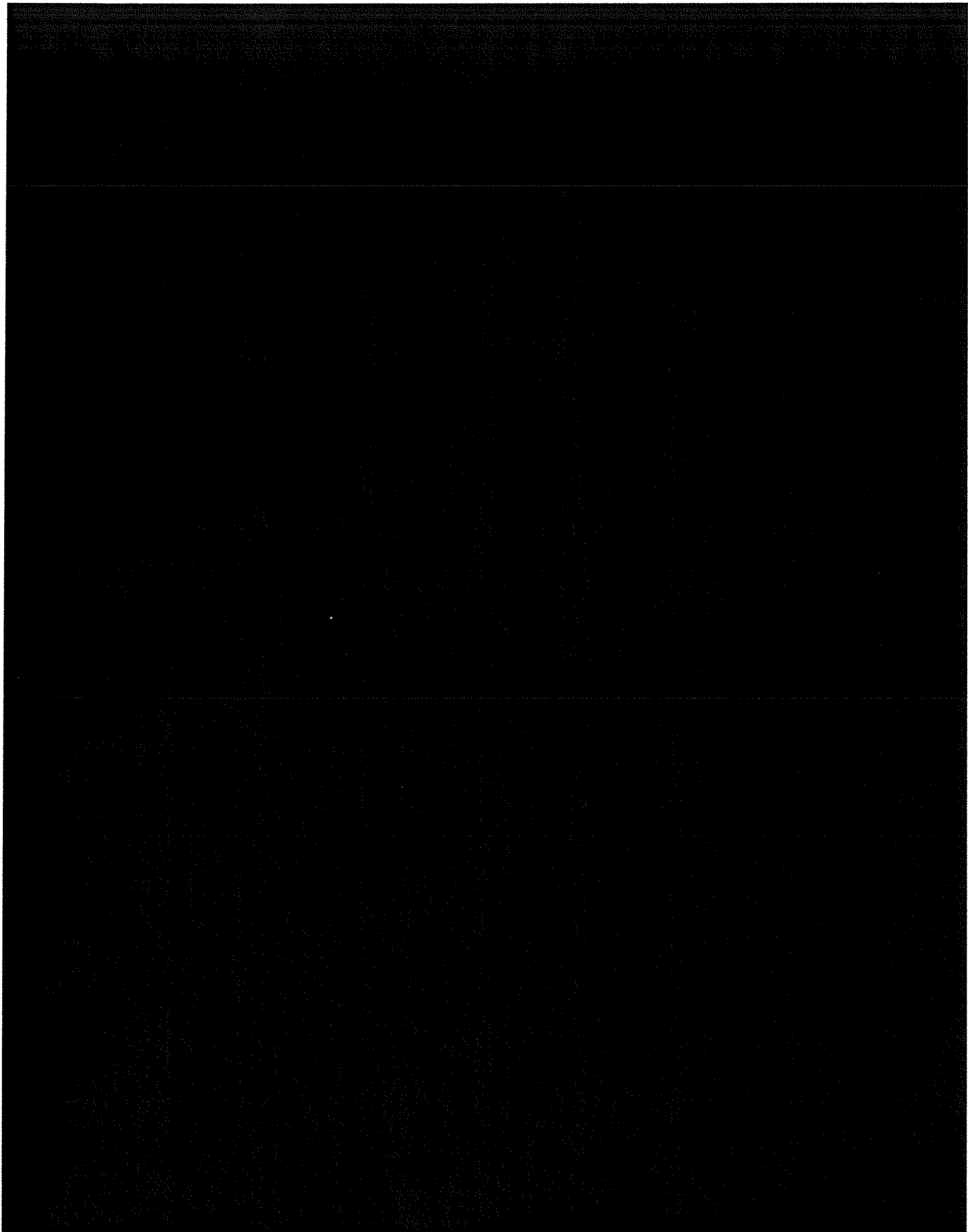


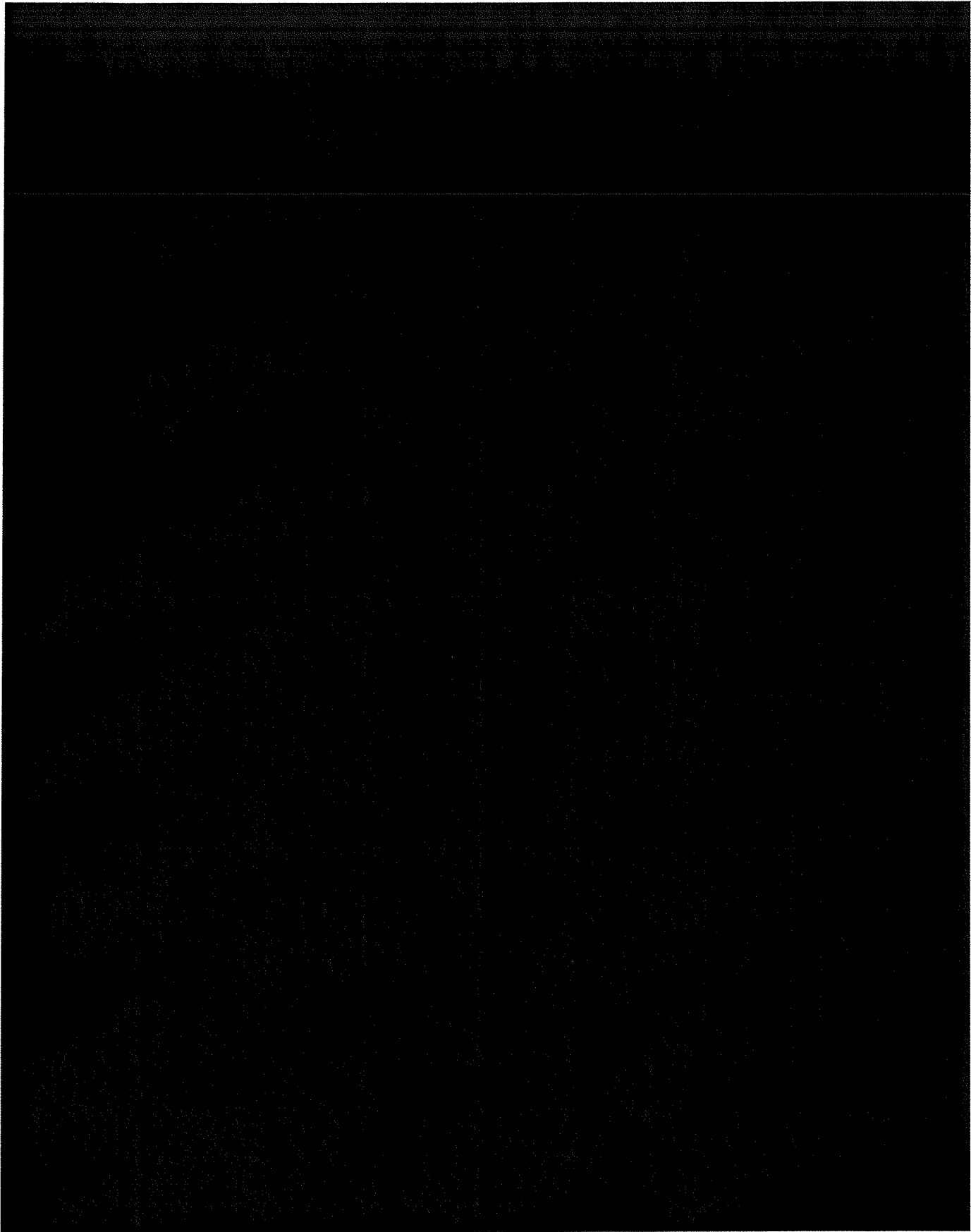


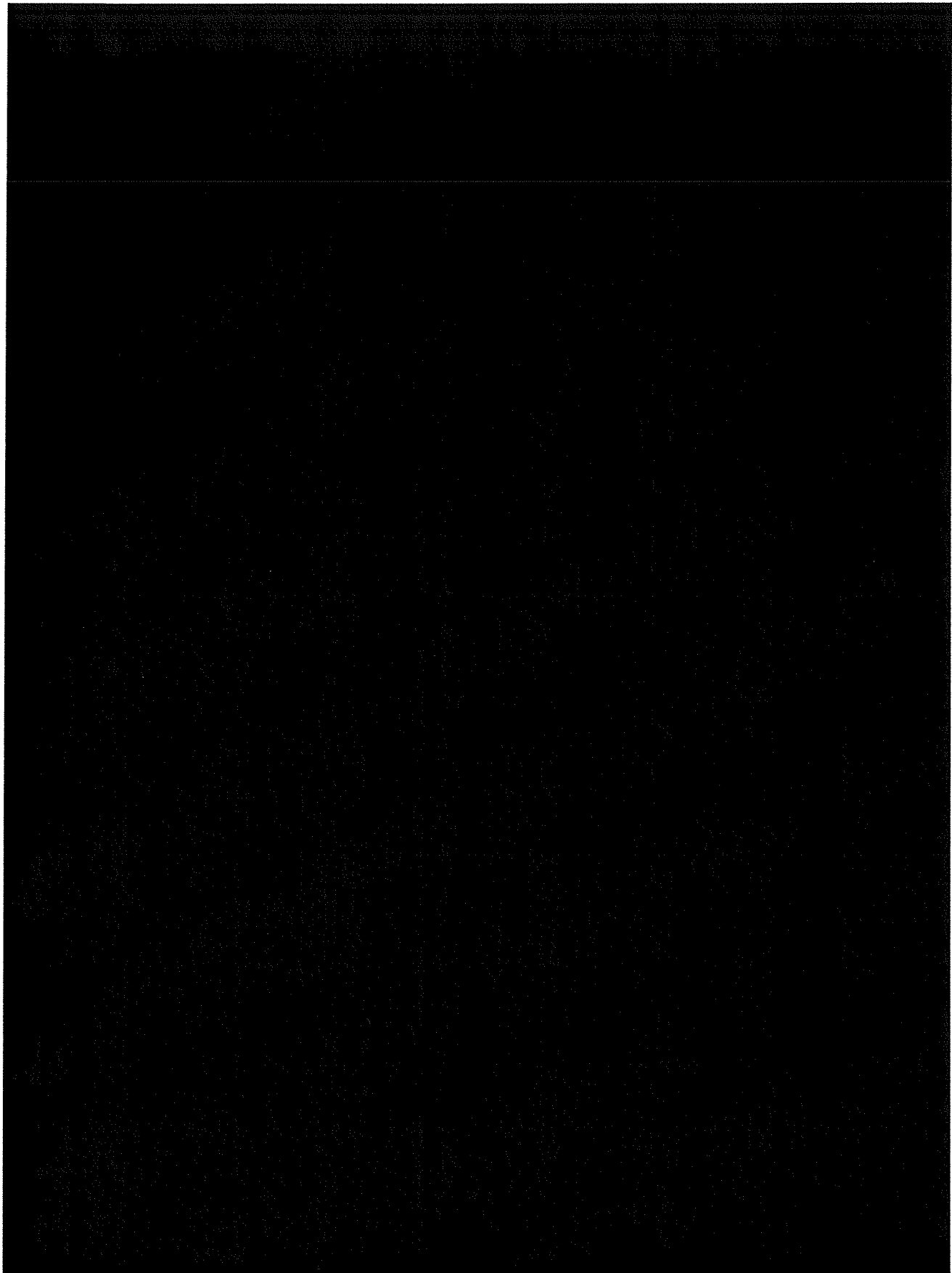


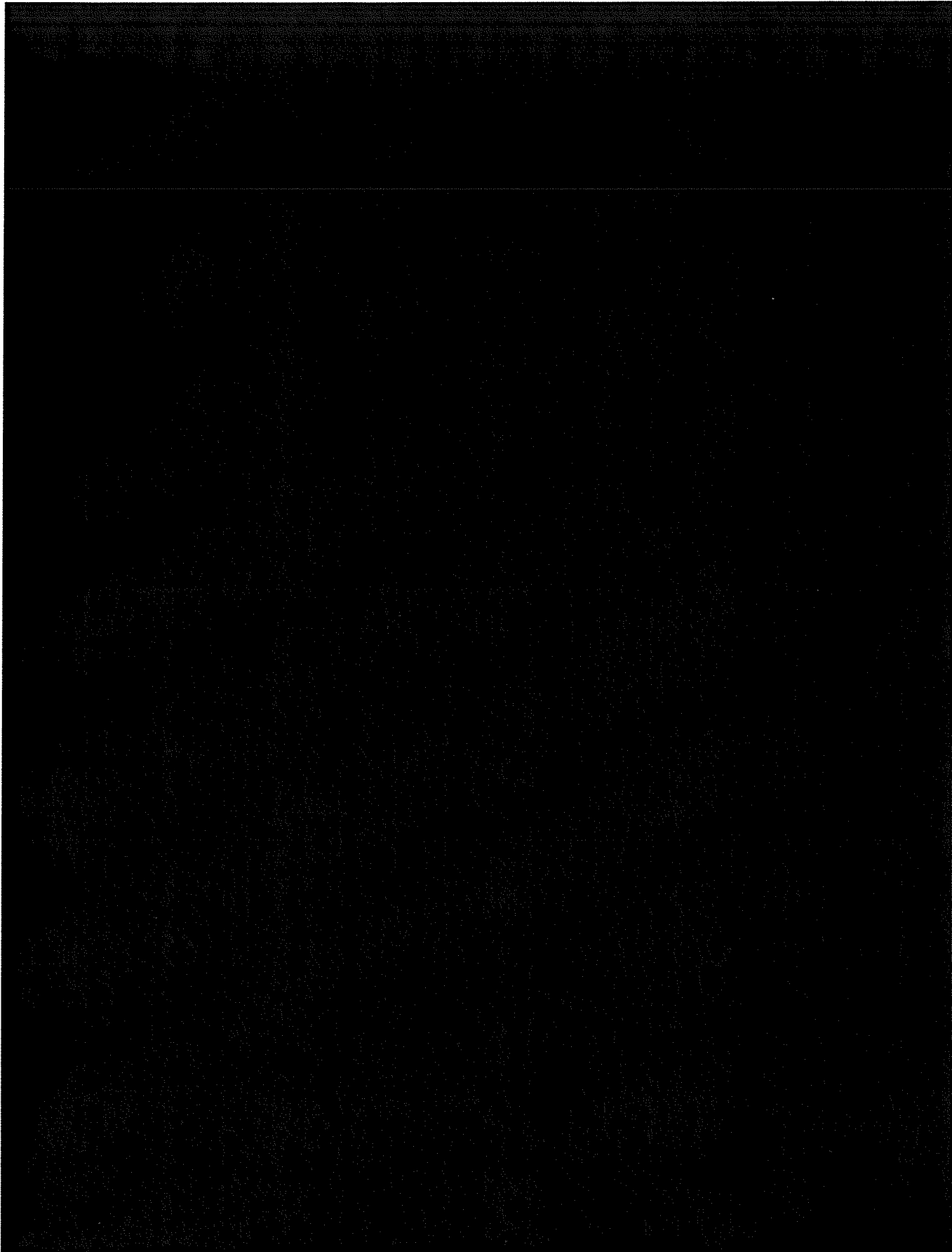


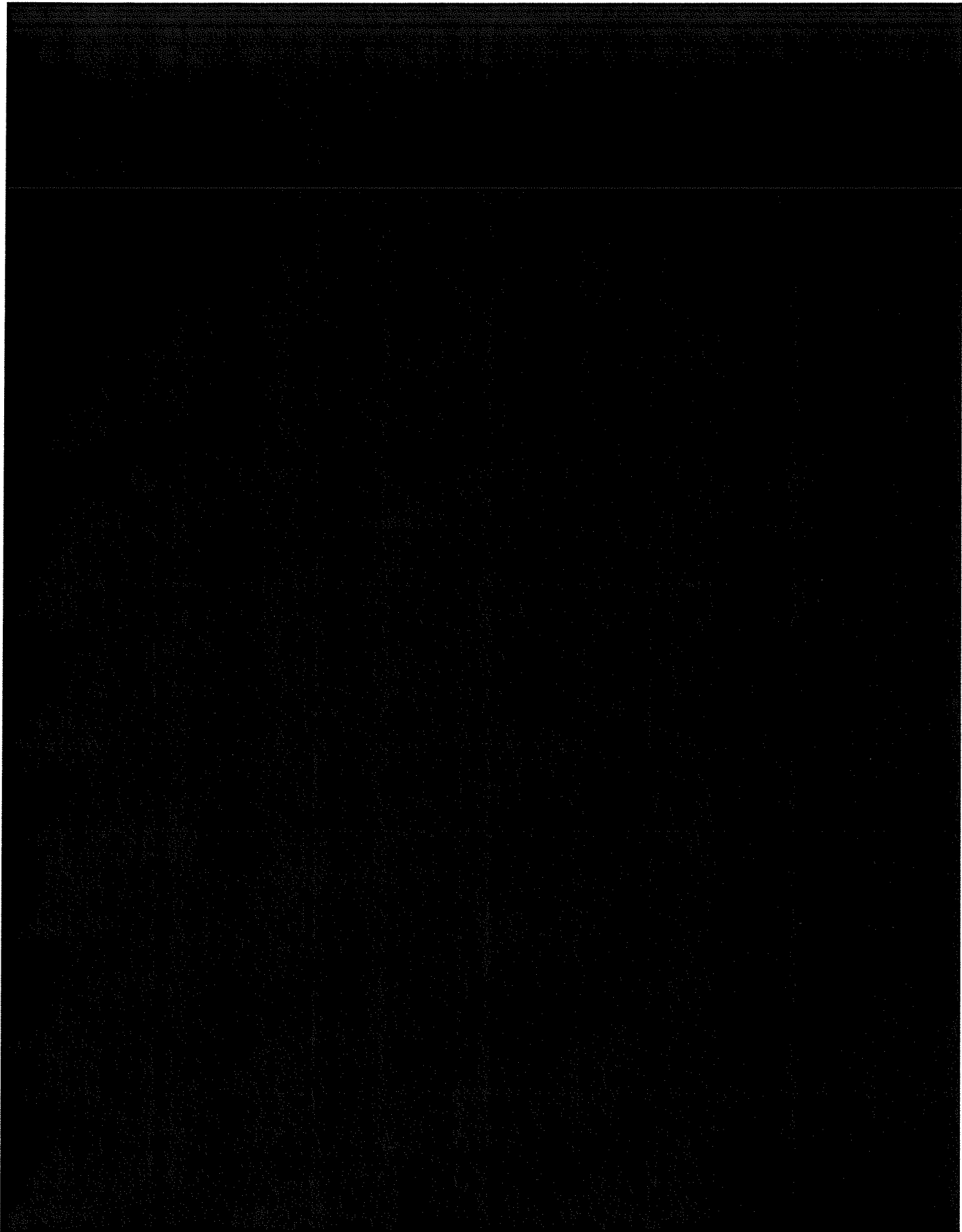


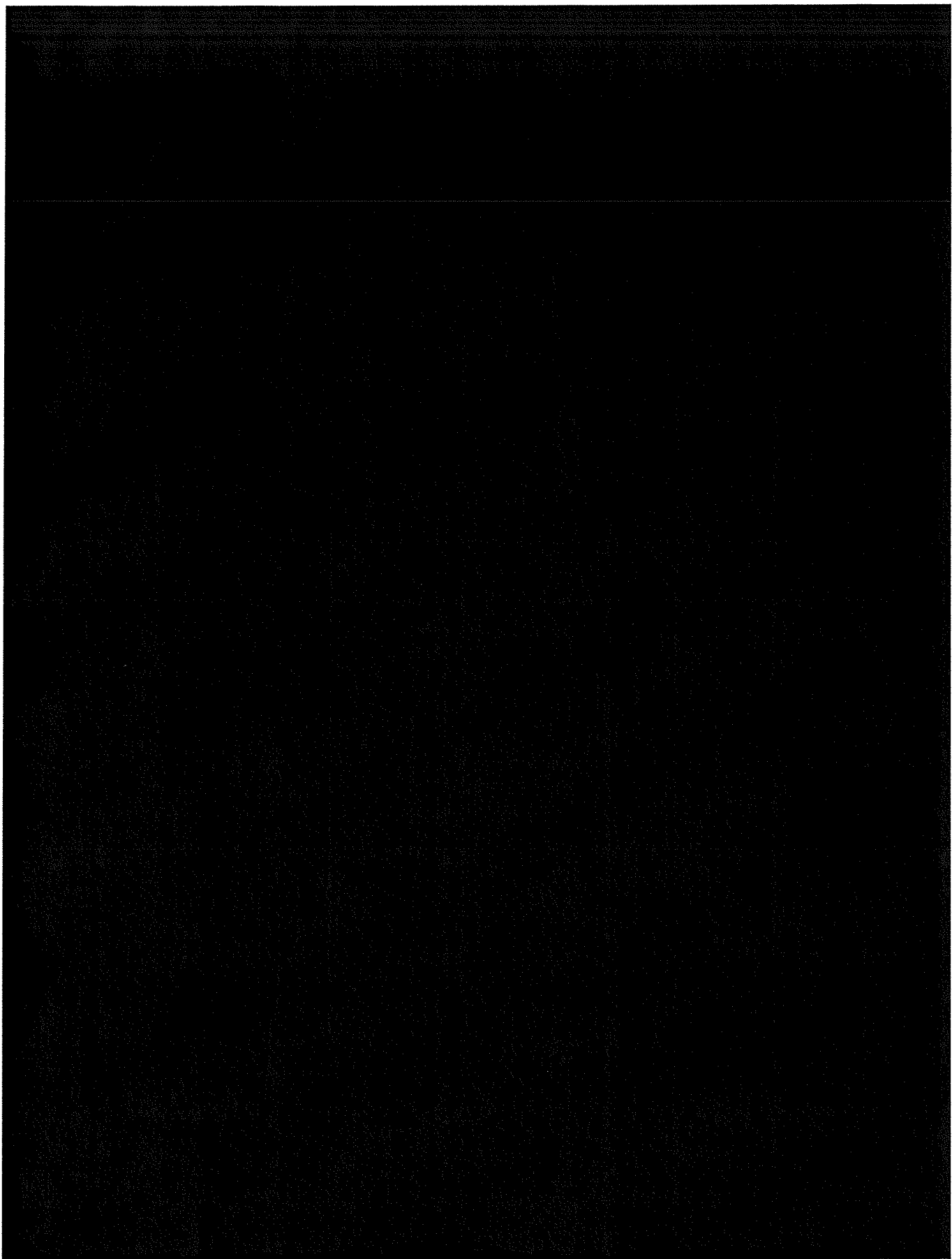


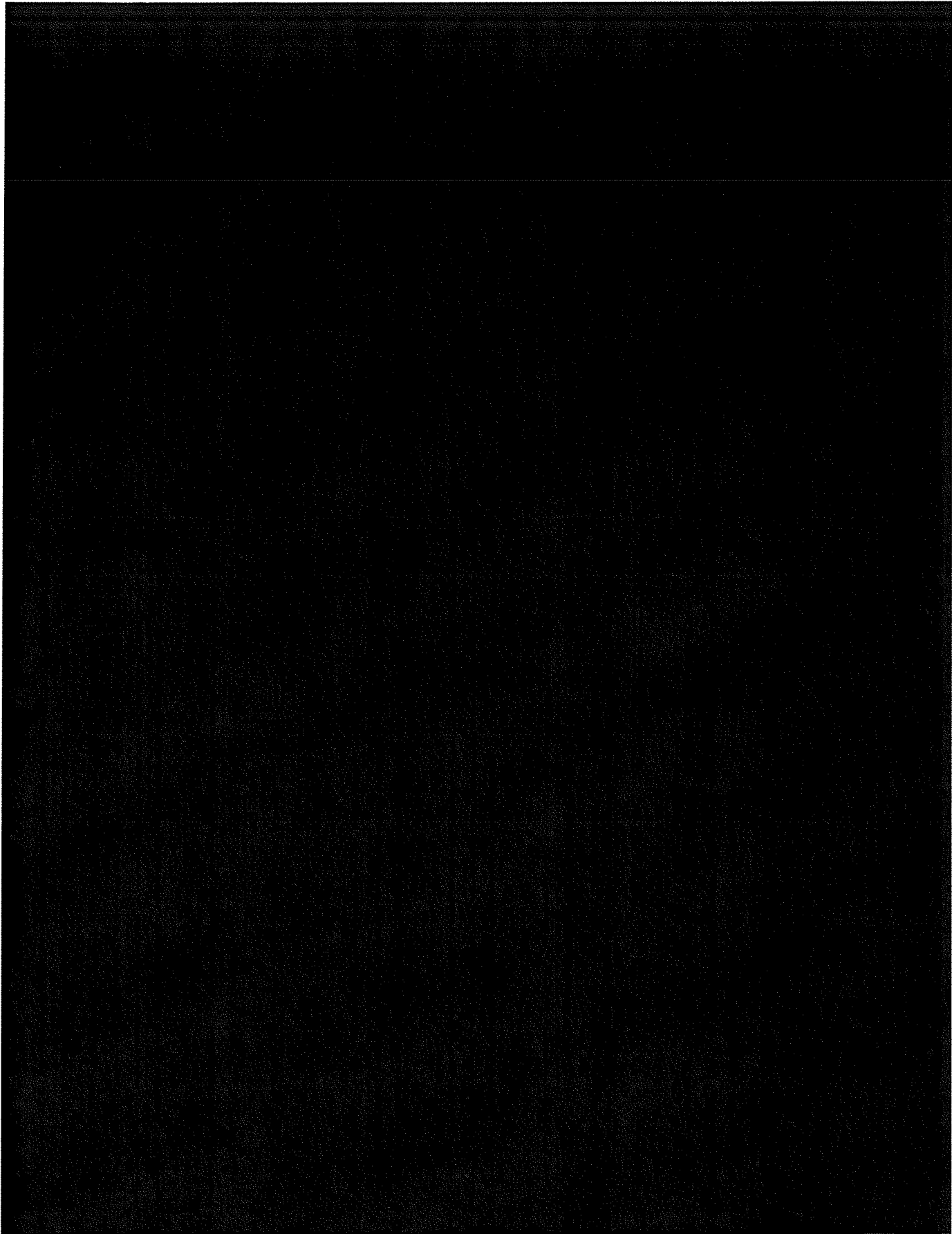


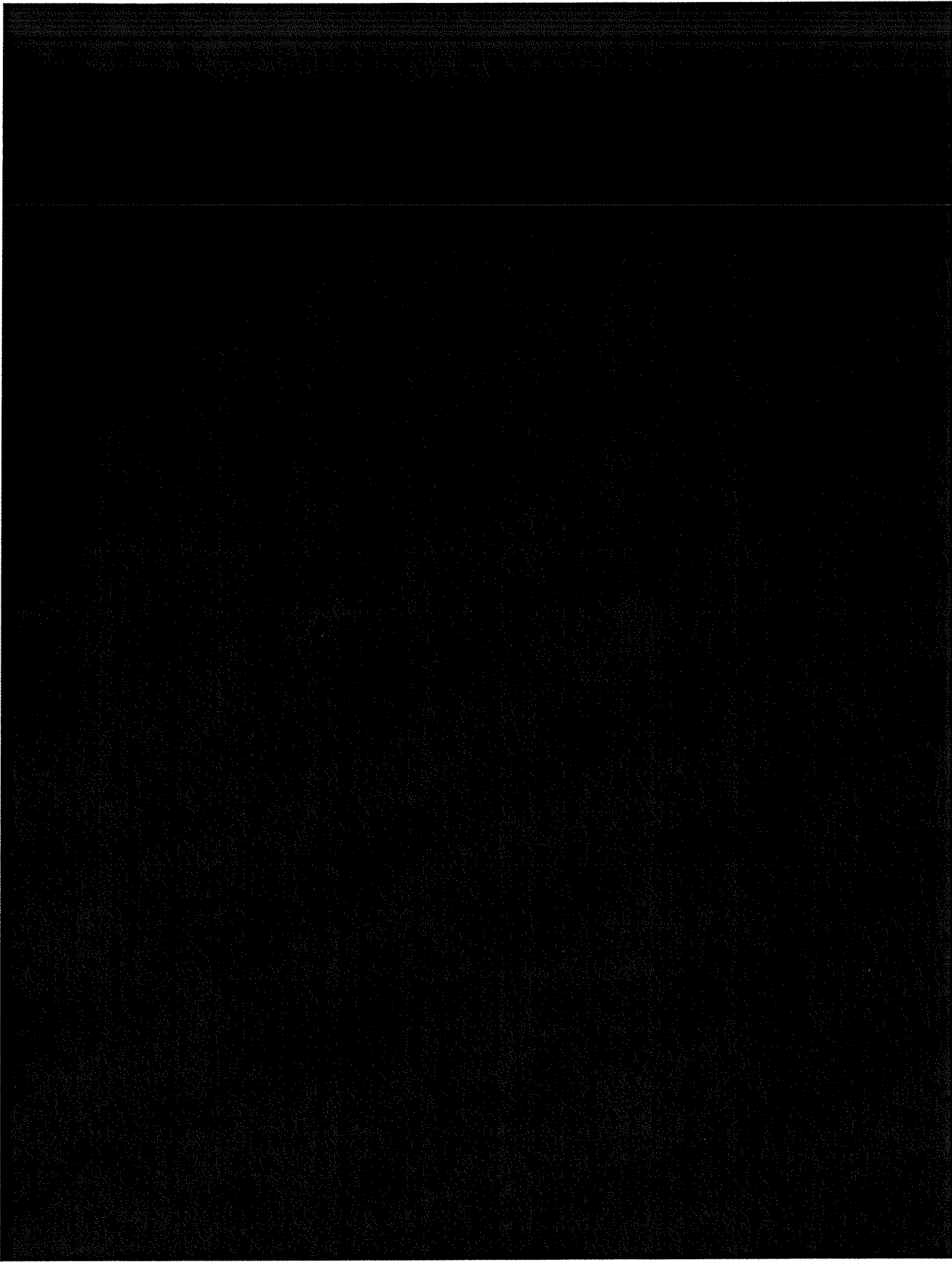


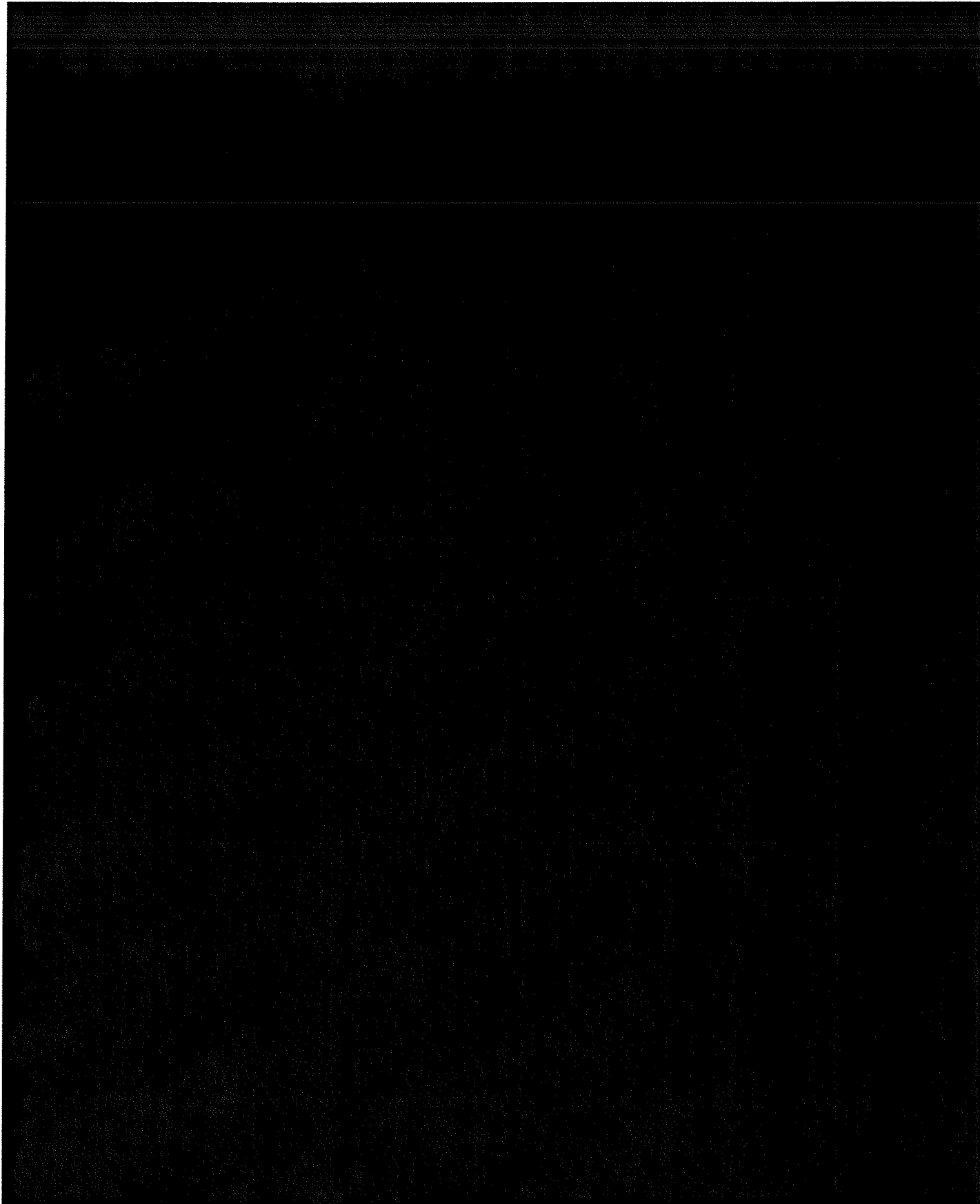


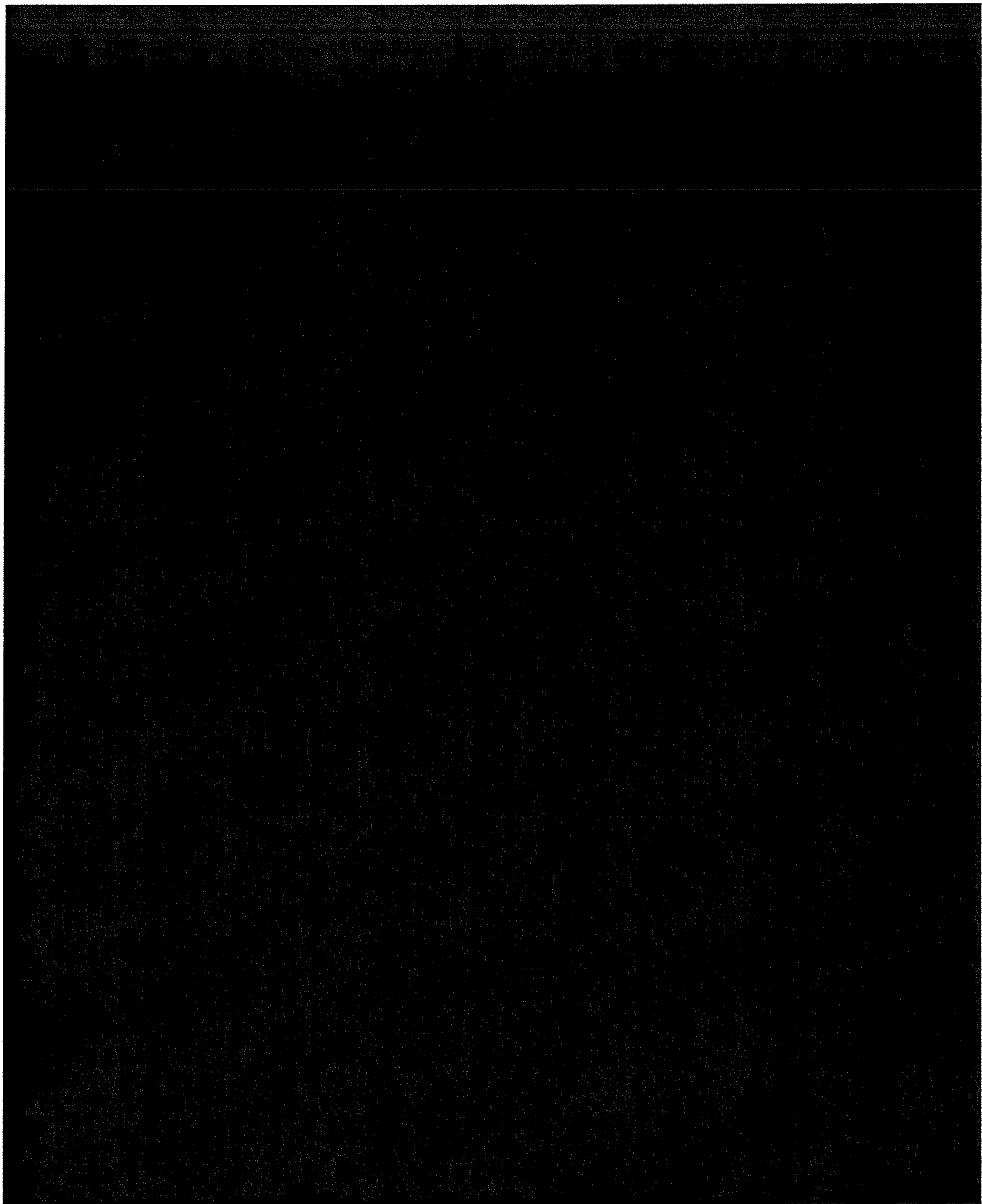


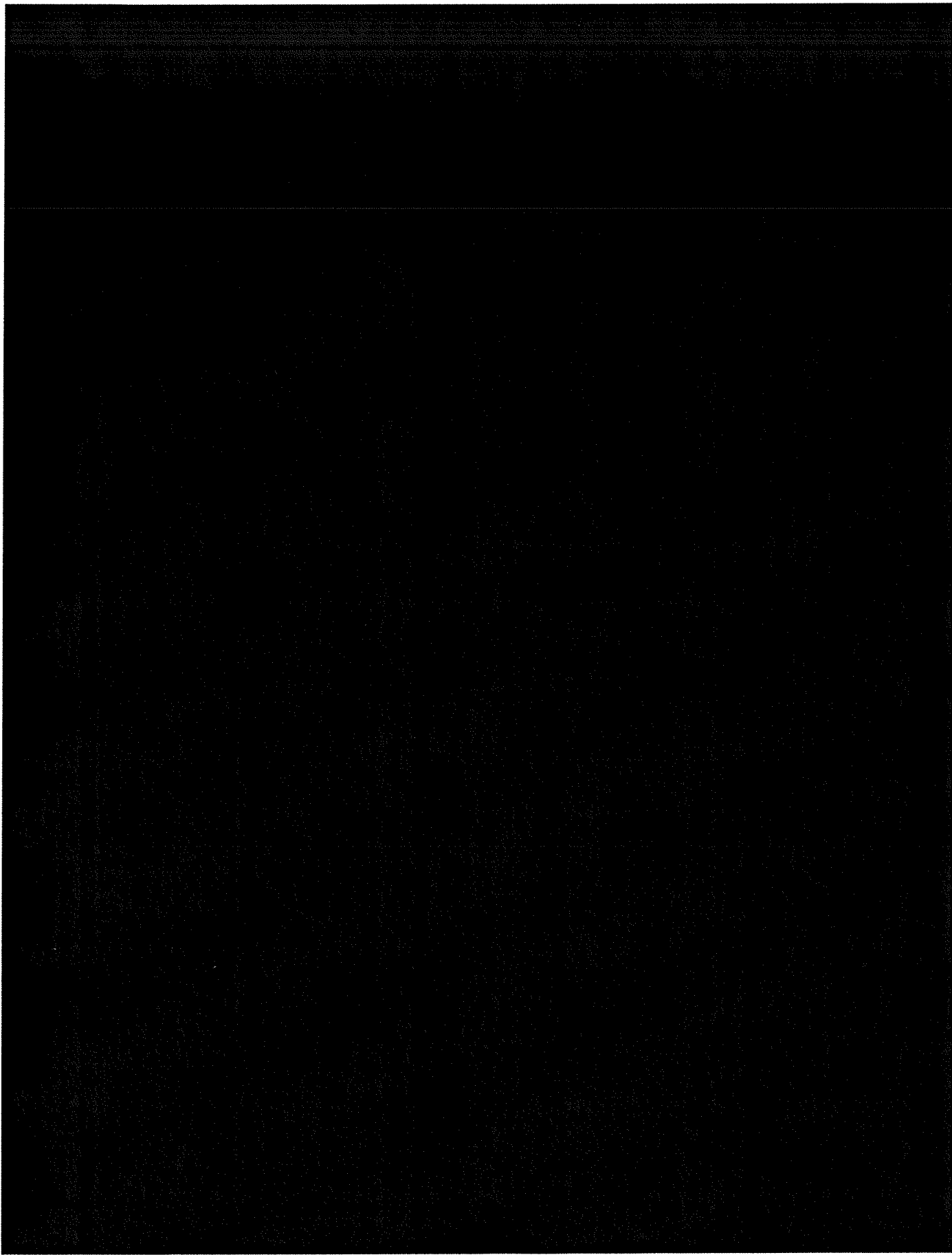


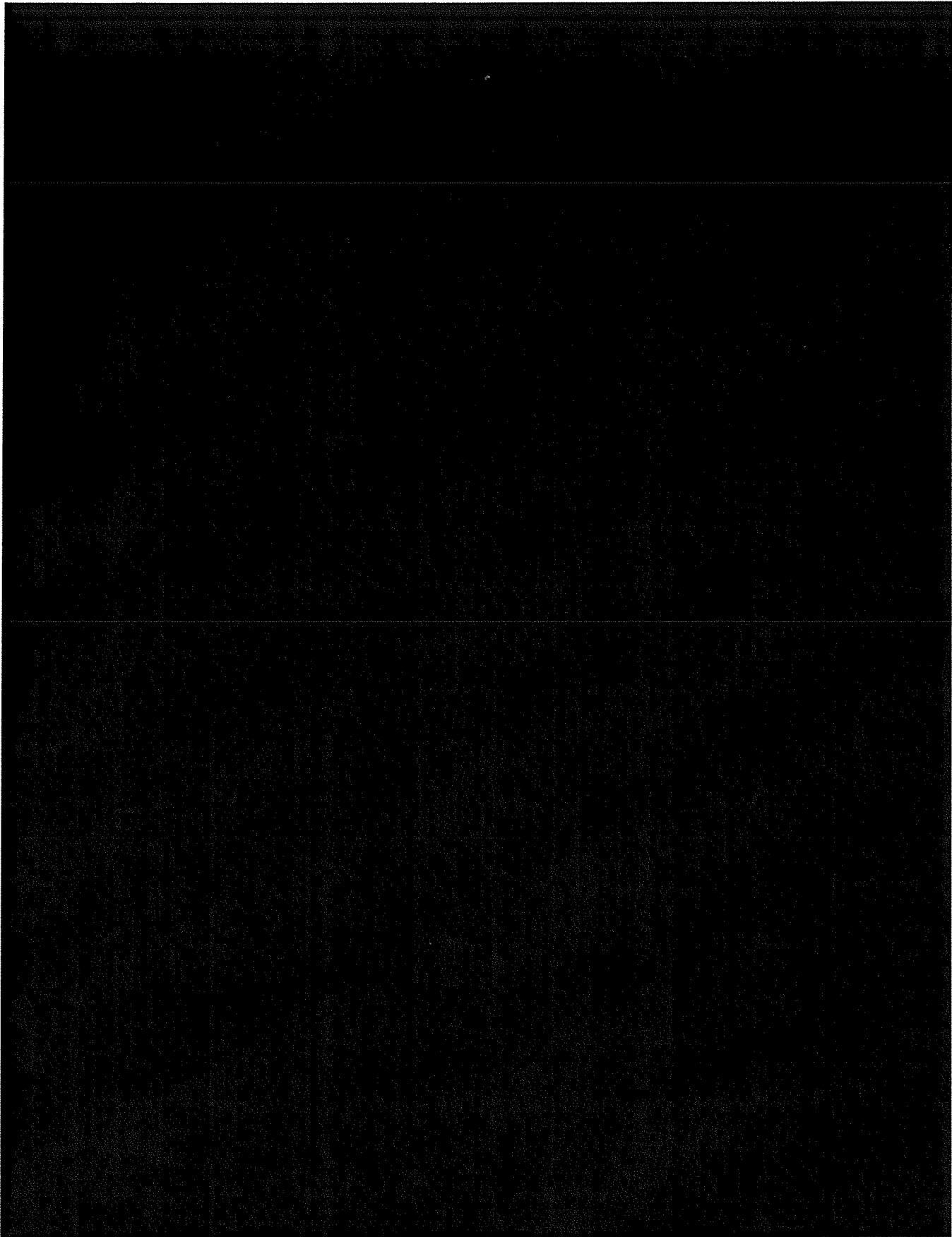


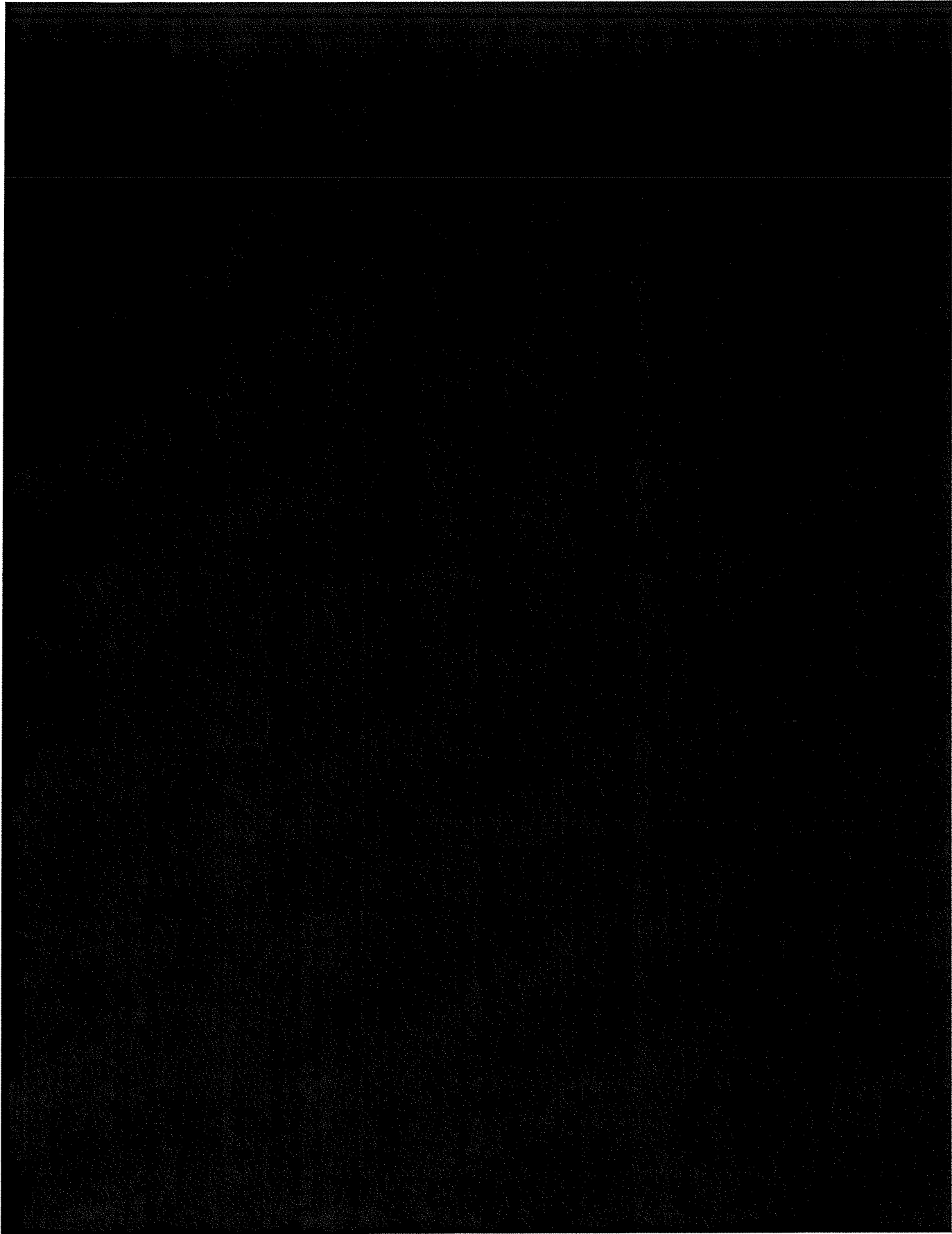


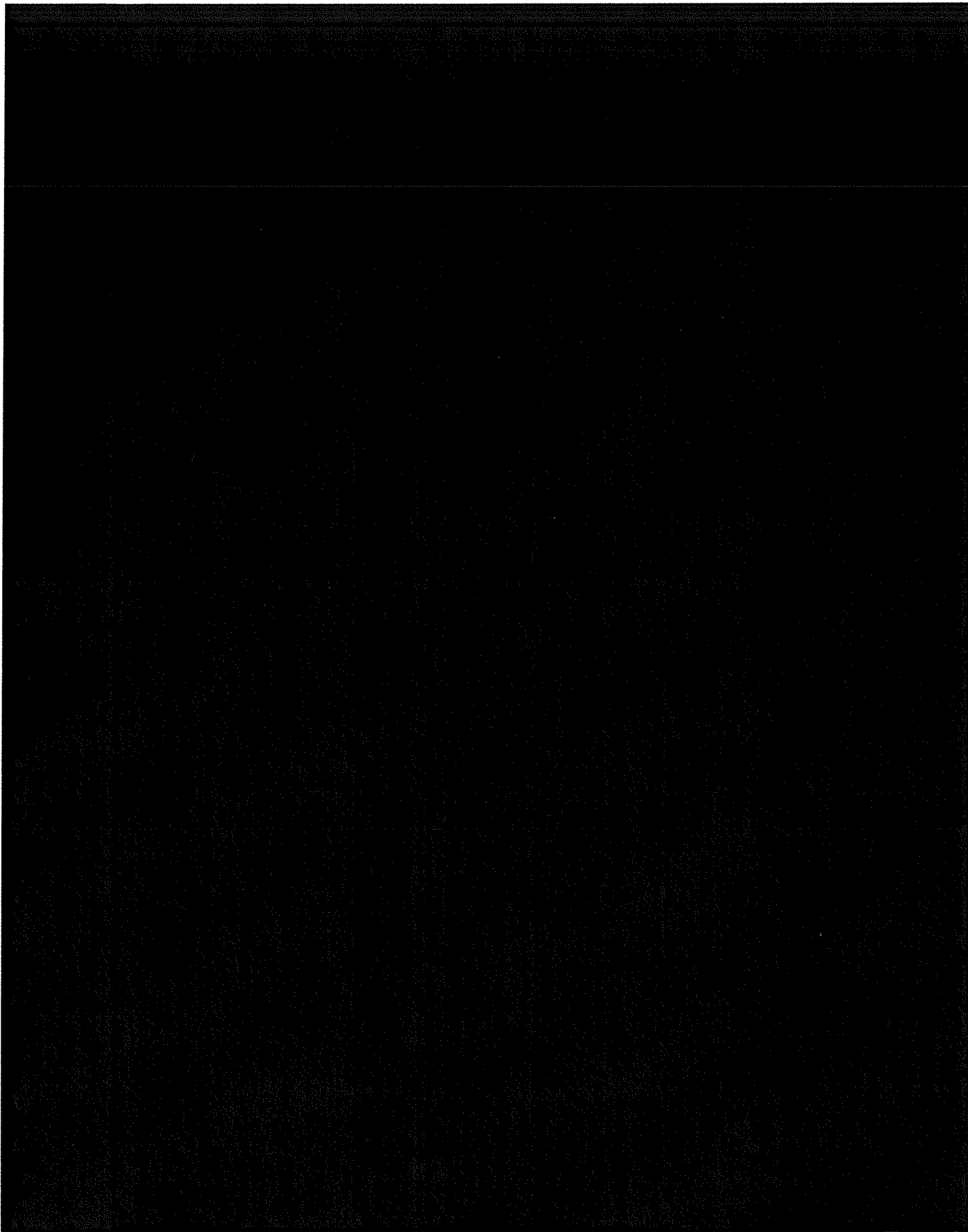


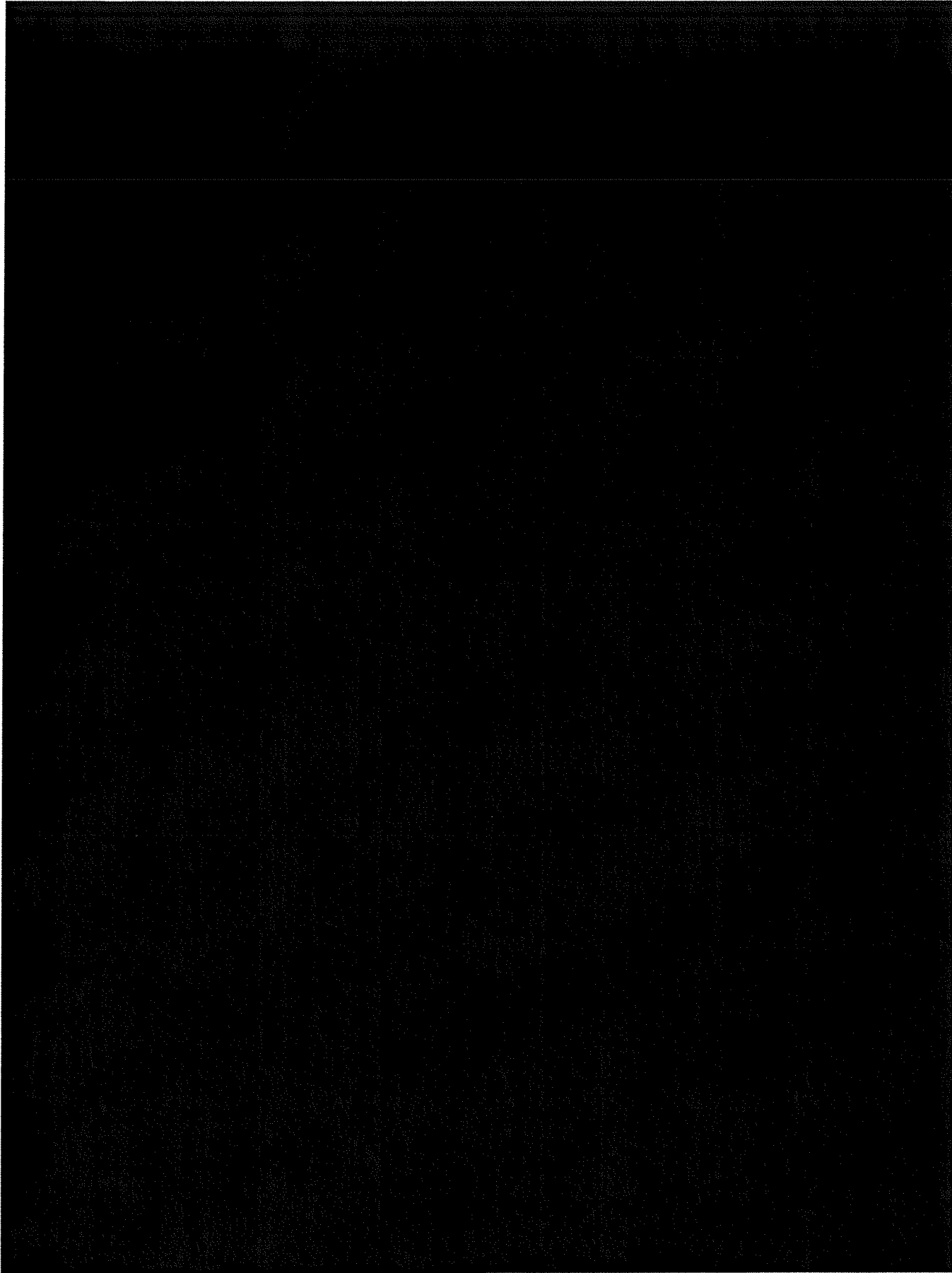


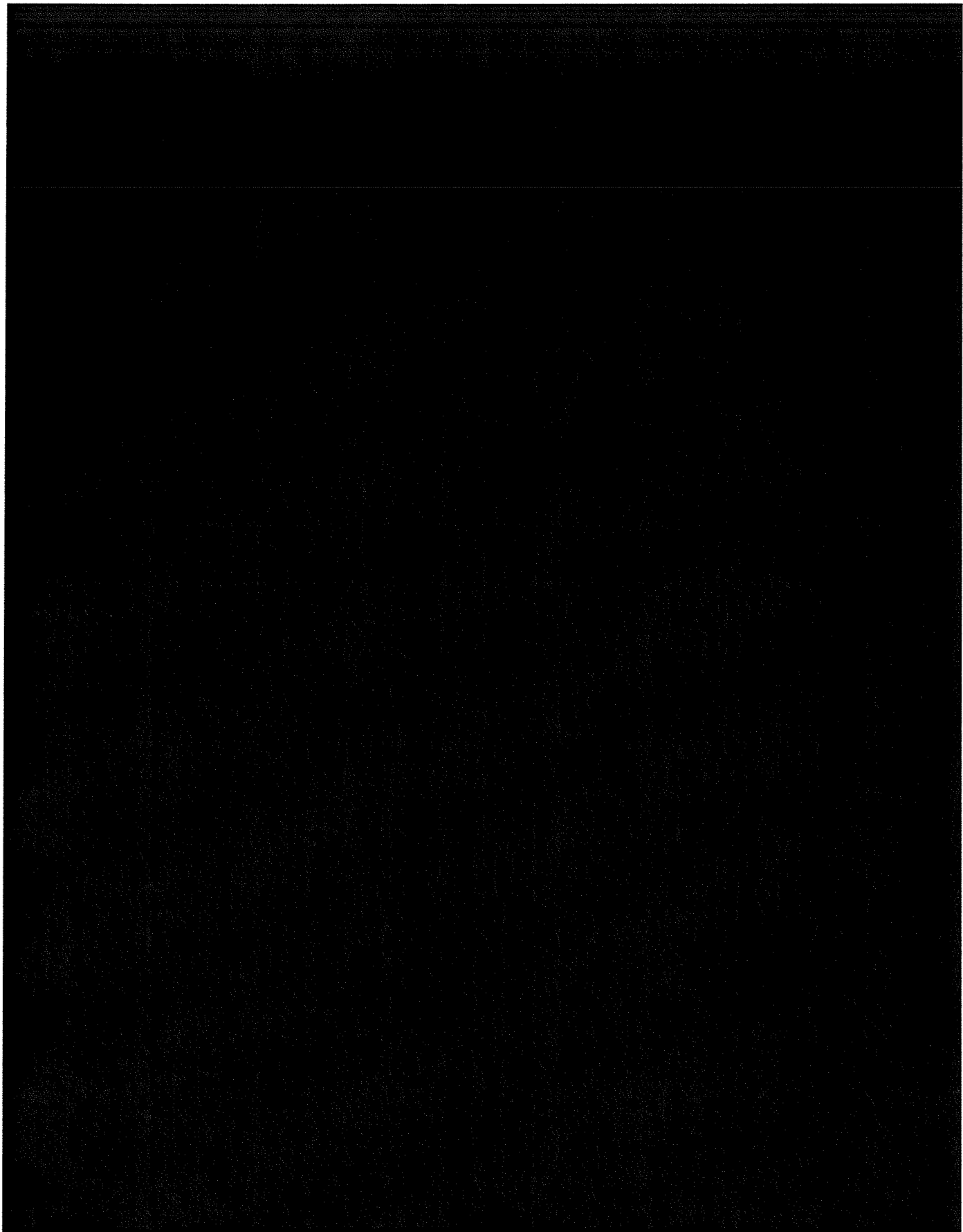


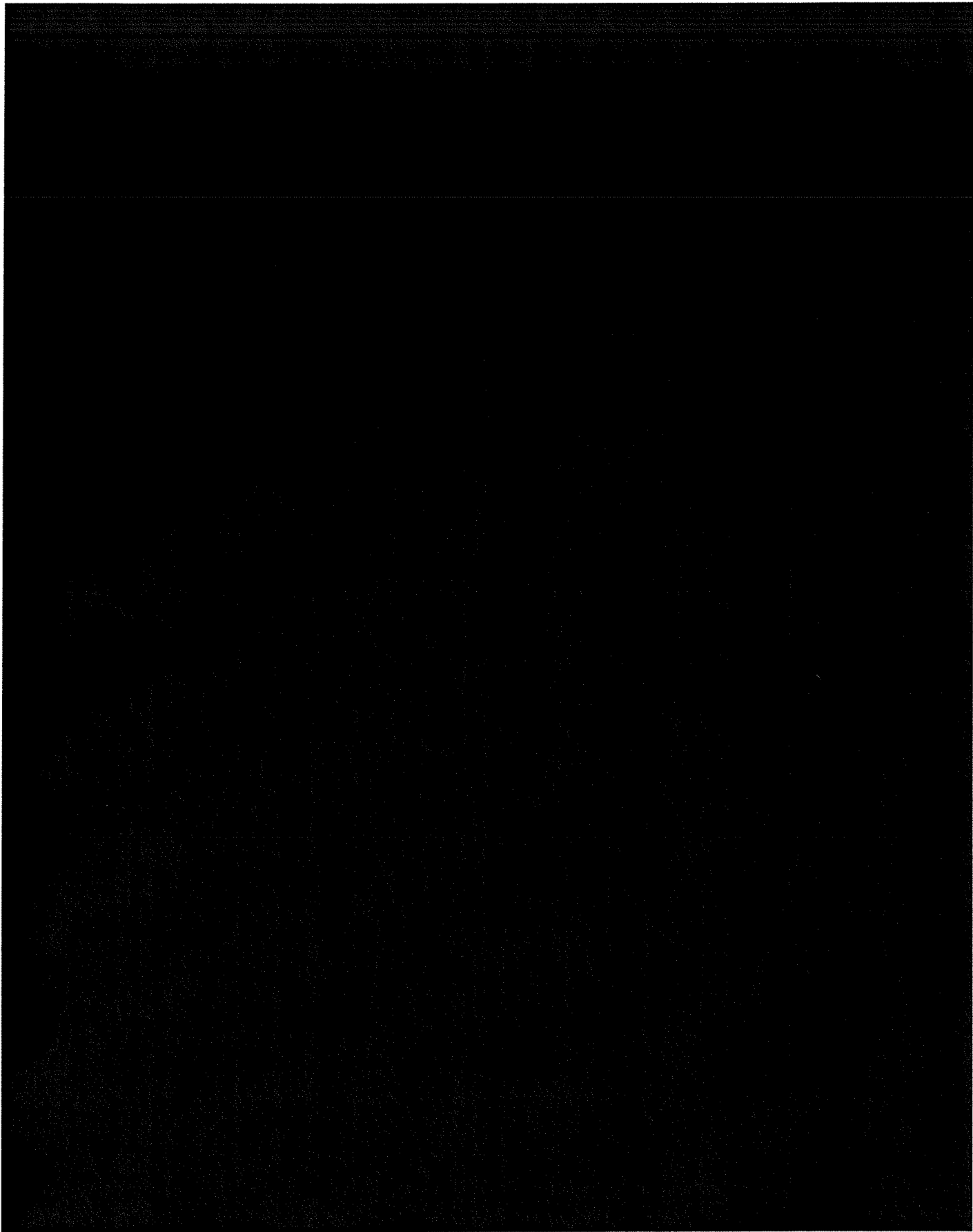


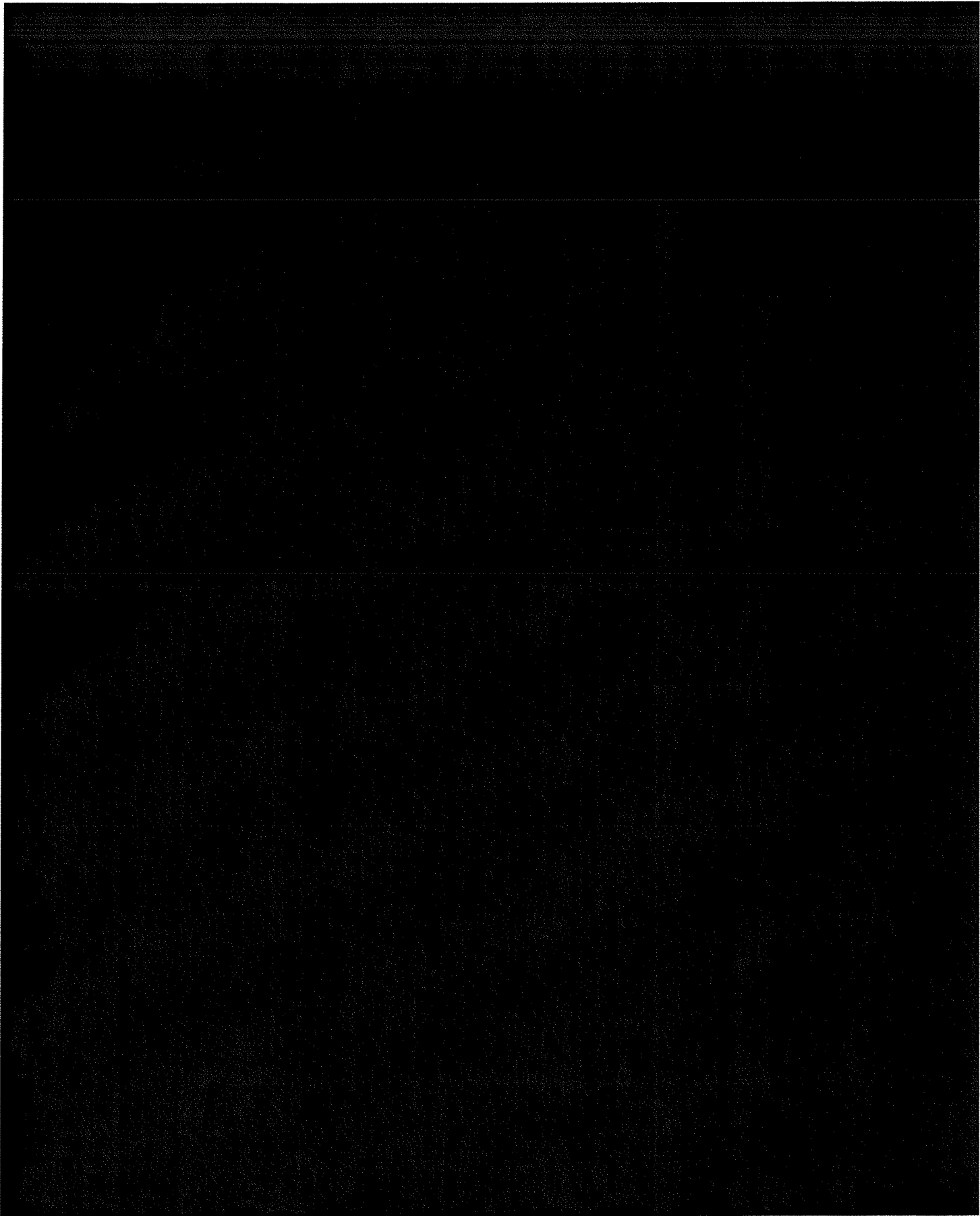


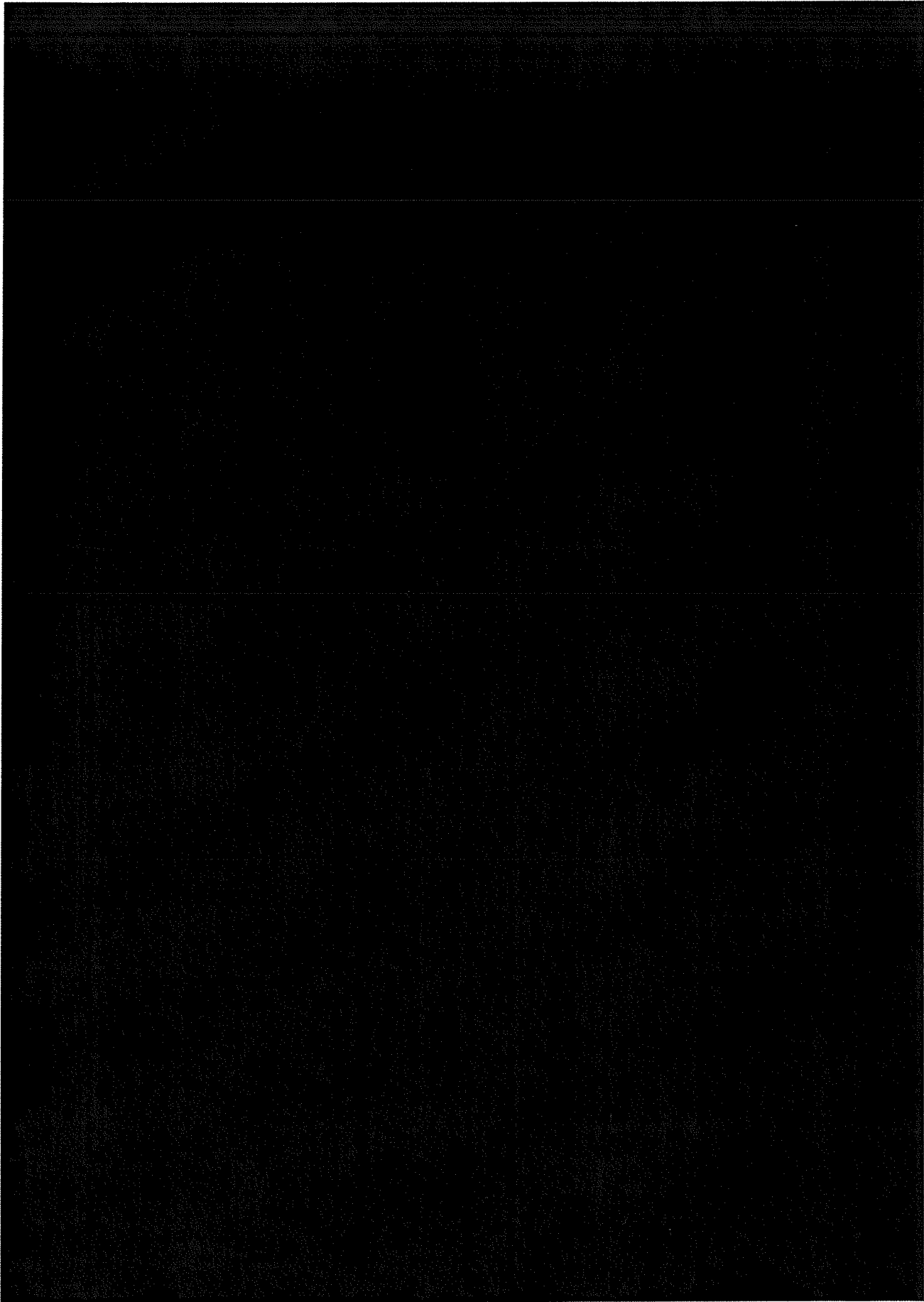













IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

PURCHASER:

CAROLINA LOGISTICS SERVICES, LLC

By: 
Name: Robert Zomok
Title: President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

PURCHASER:

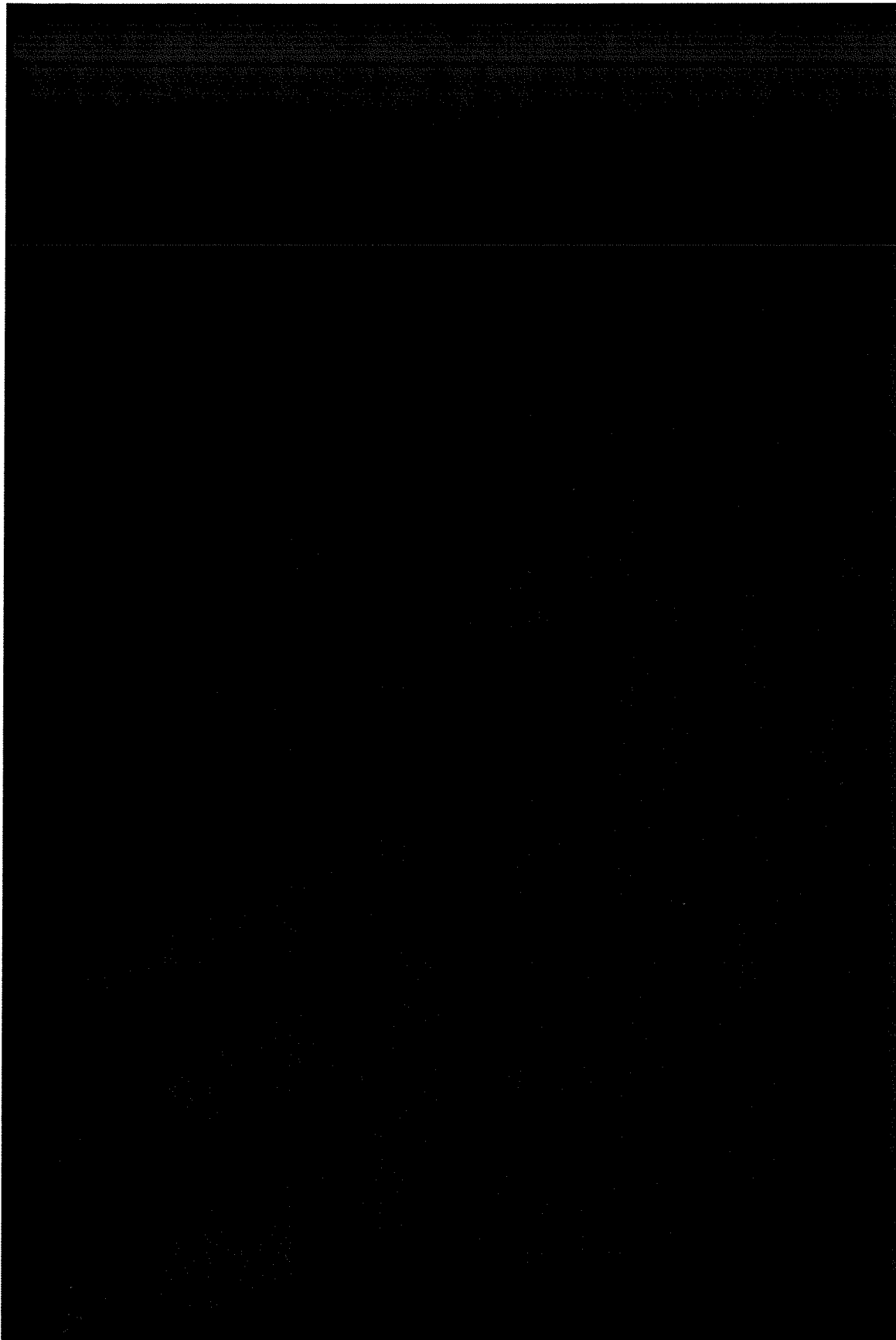
CAROLINA LOGISTICS SERVICES, LLC

By: _____
Name: _____
Title: _____

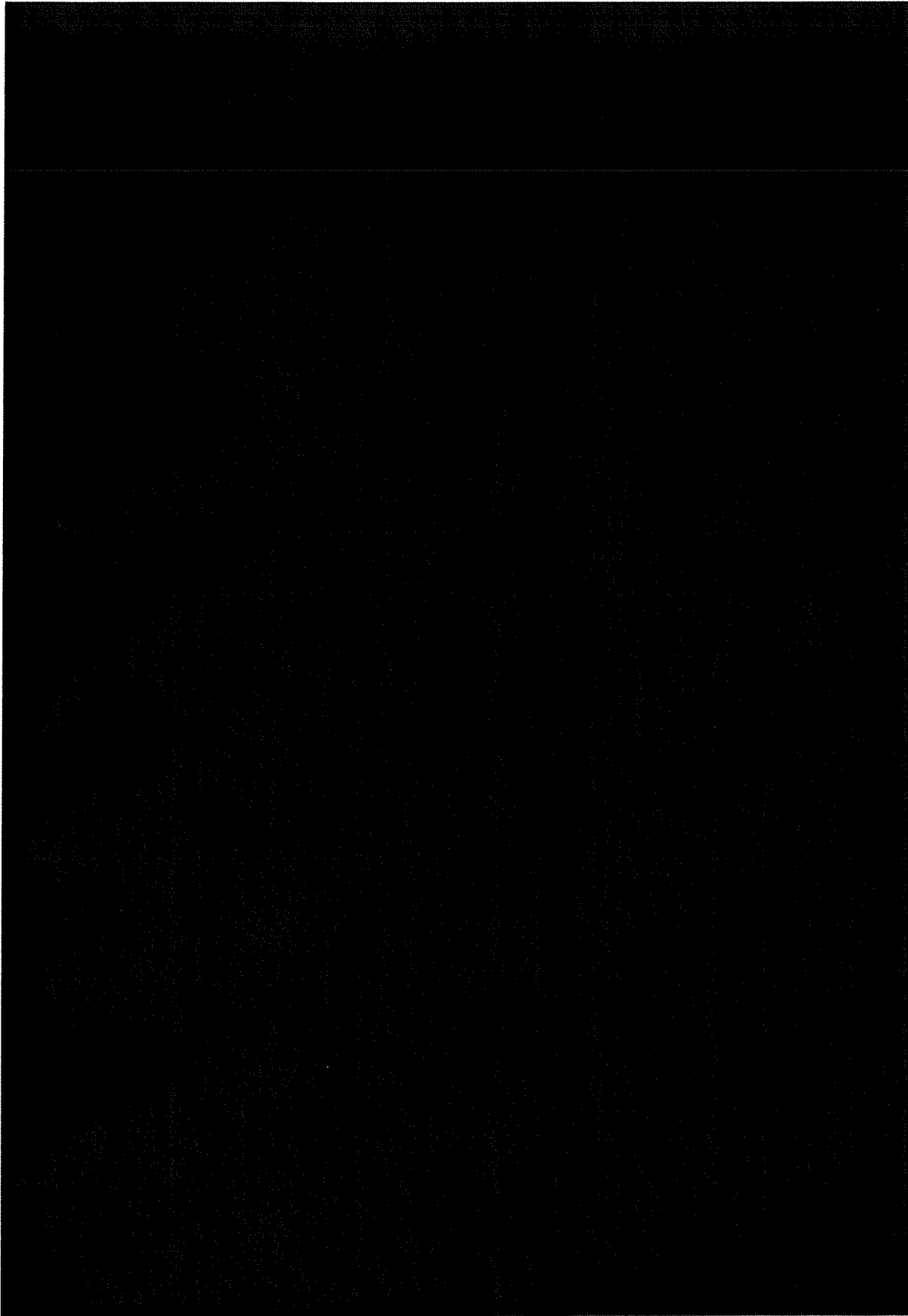
SELLER:

AETHION, INC.

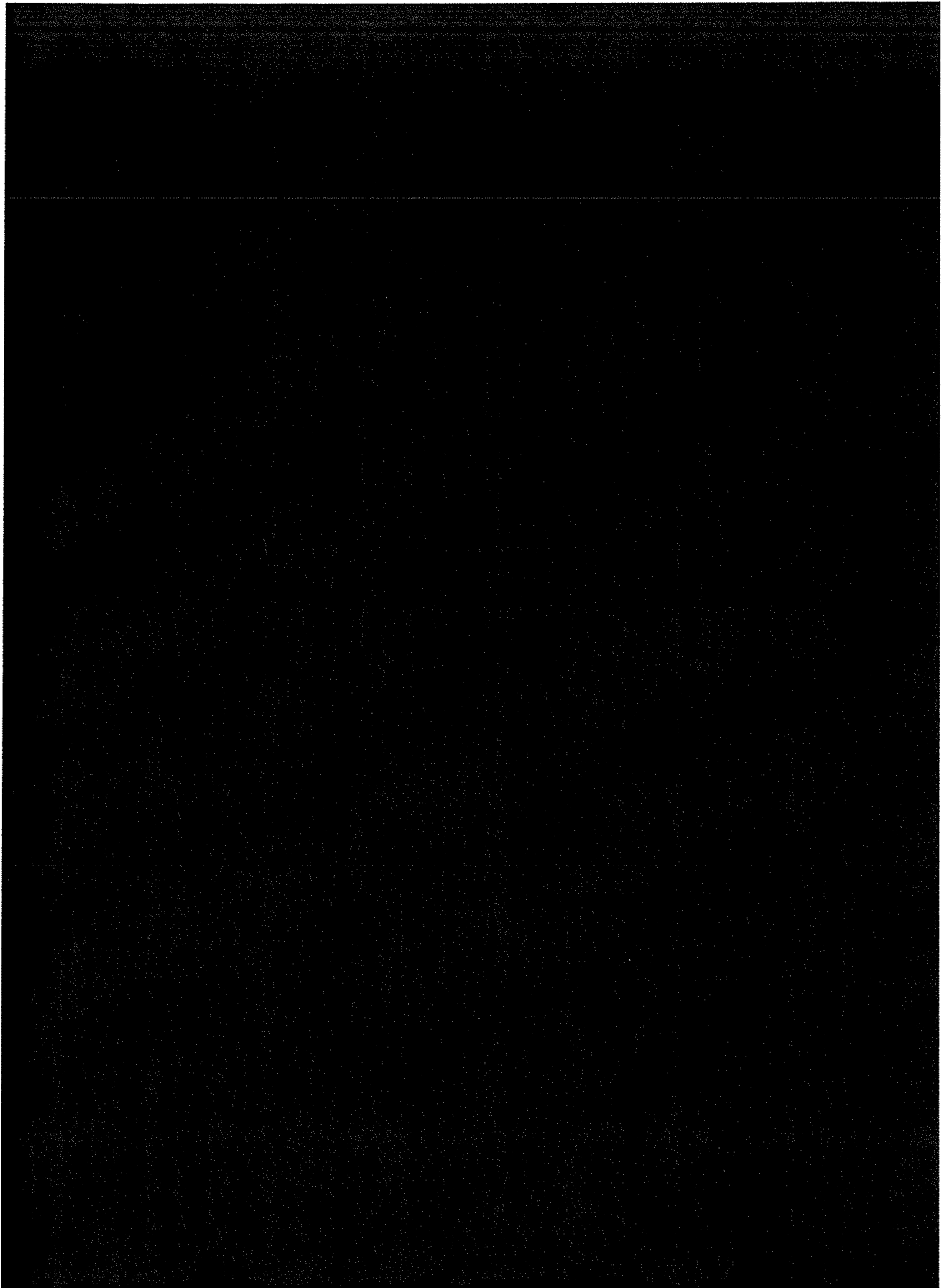
By: Aldo Zini
Name: Aldo Zini
Title: President & CEO



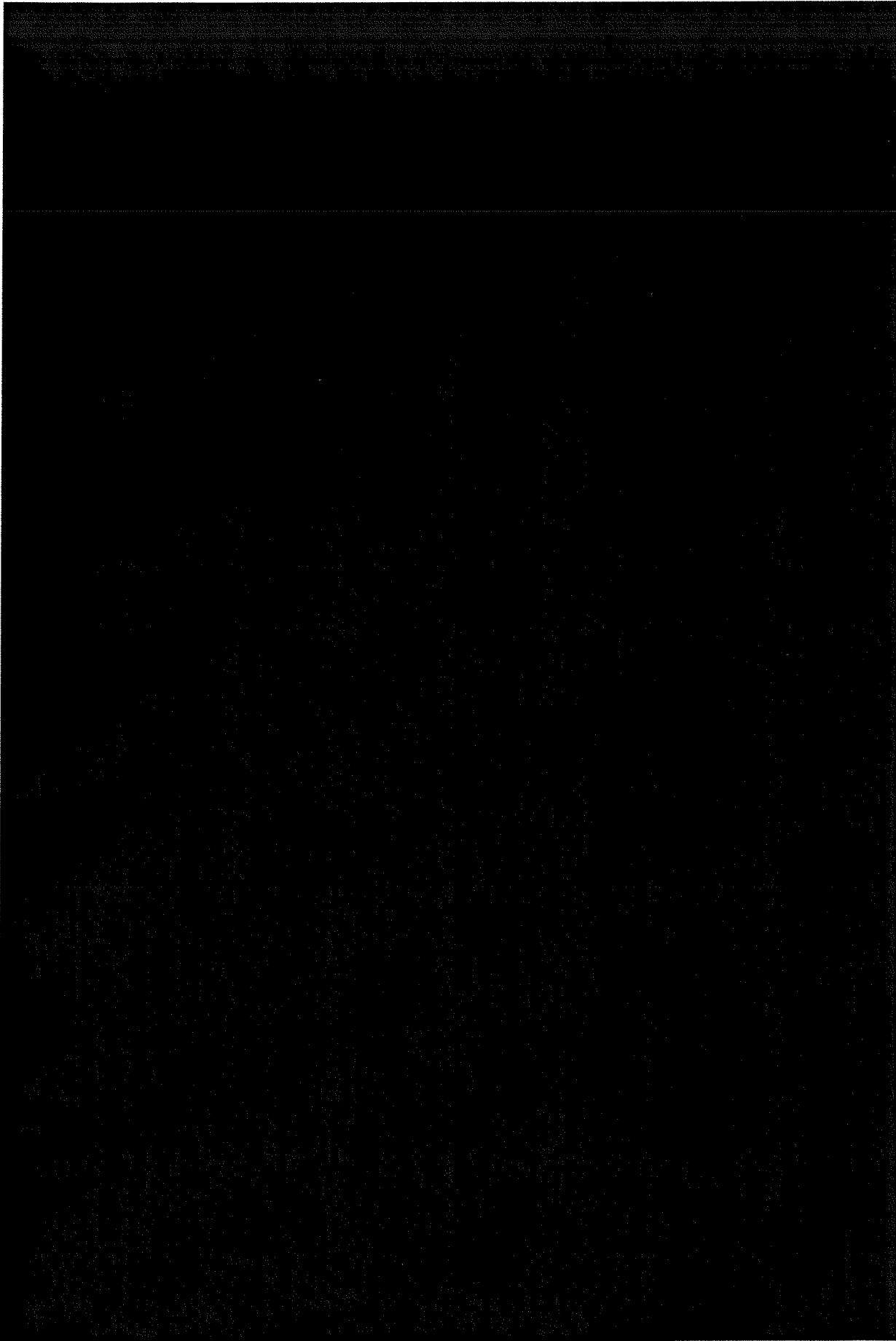
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FINAL

SCHEDULES TO ASSET PURCHASE AGREEMENT

BY AND BETWEEN

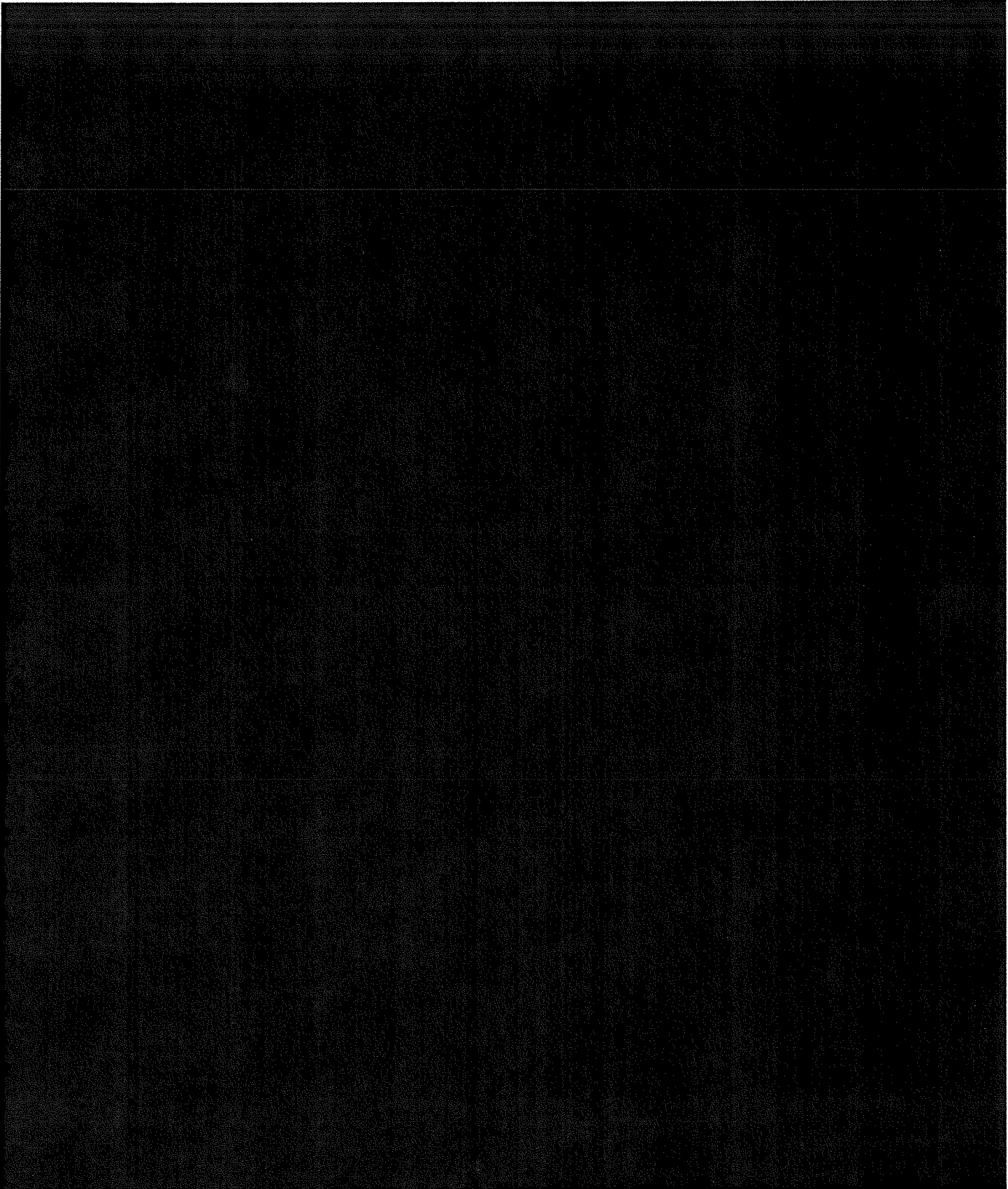
CAROLINA LOGISTICS SERVICES, LLC

AND

AETHON, INC.

JULY 10, 2017

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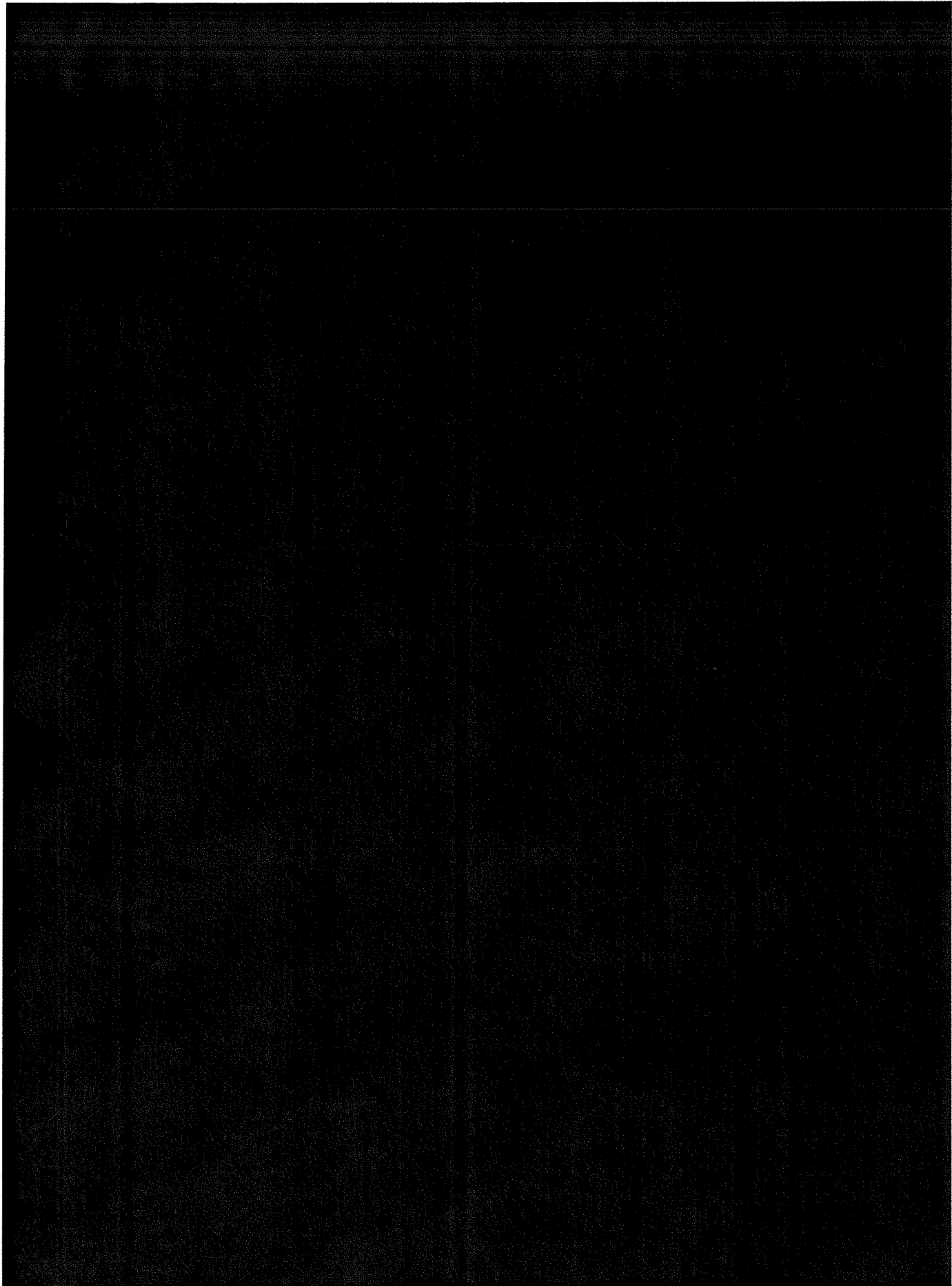
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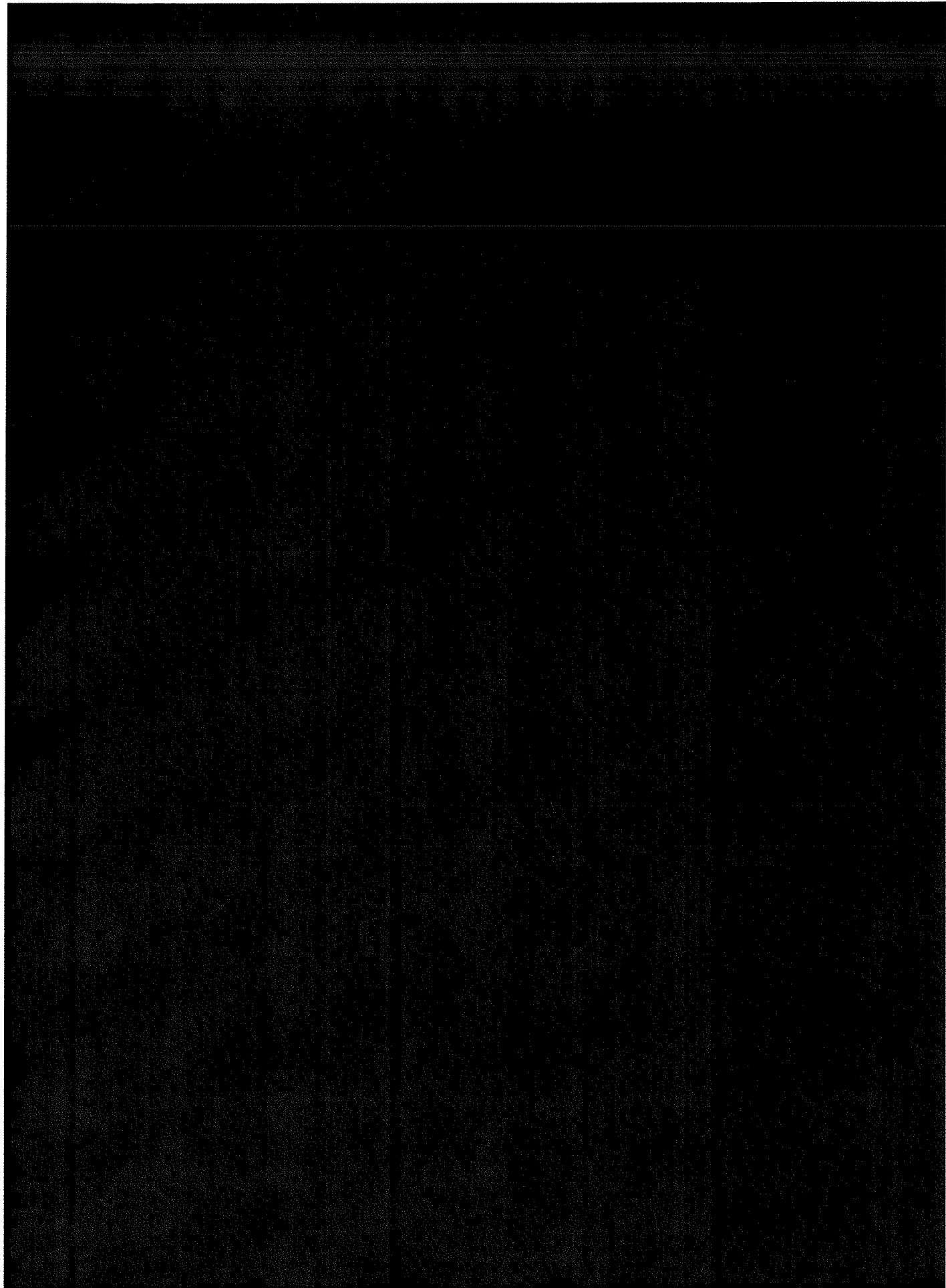
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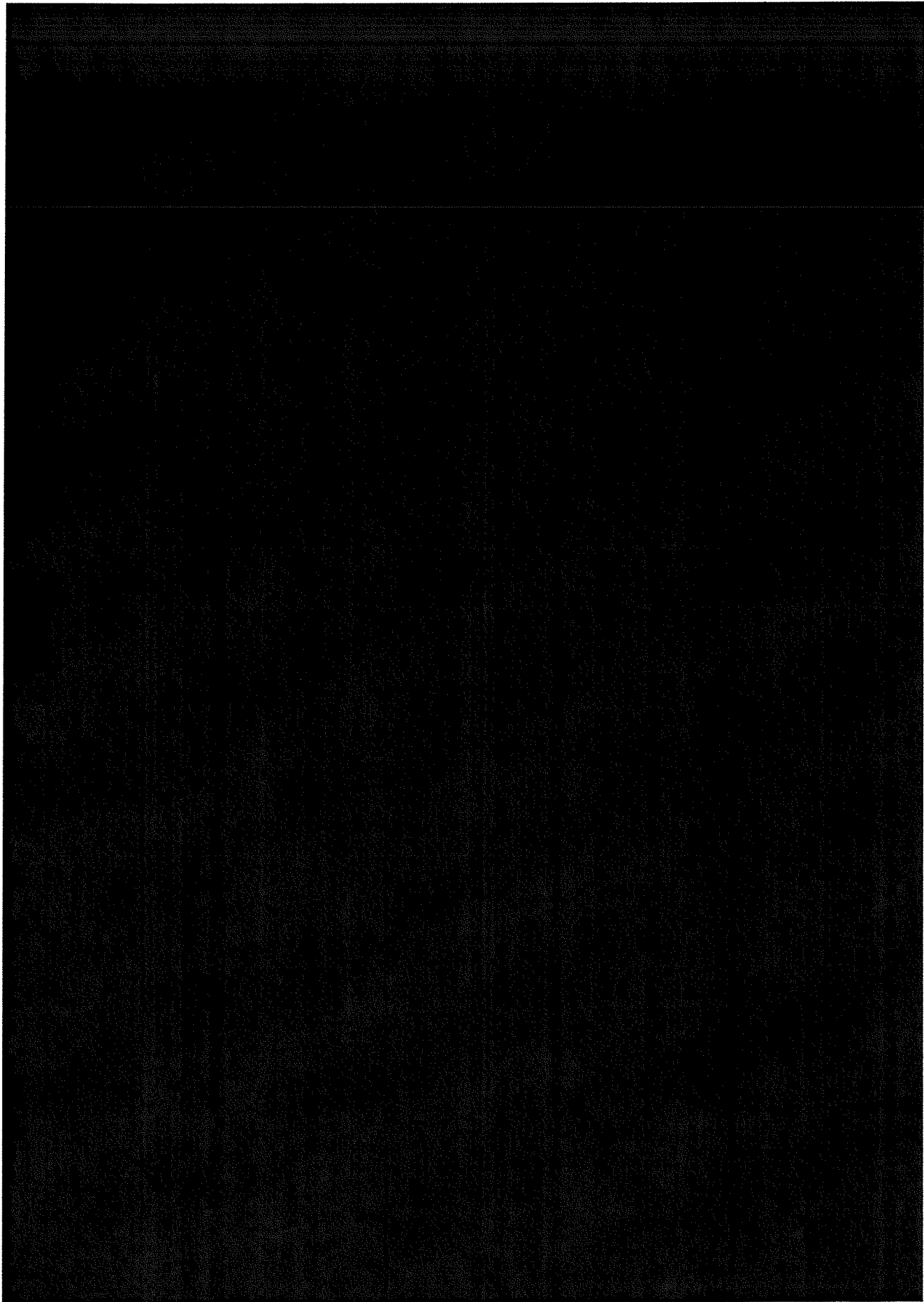
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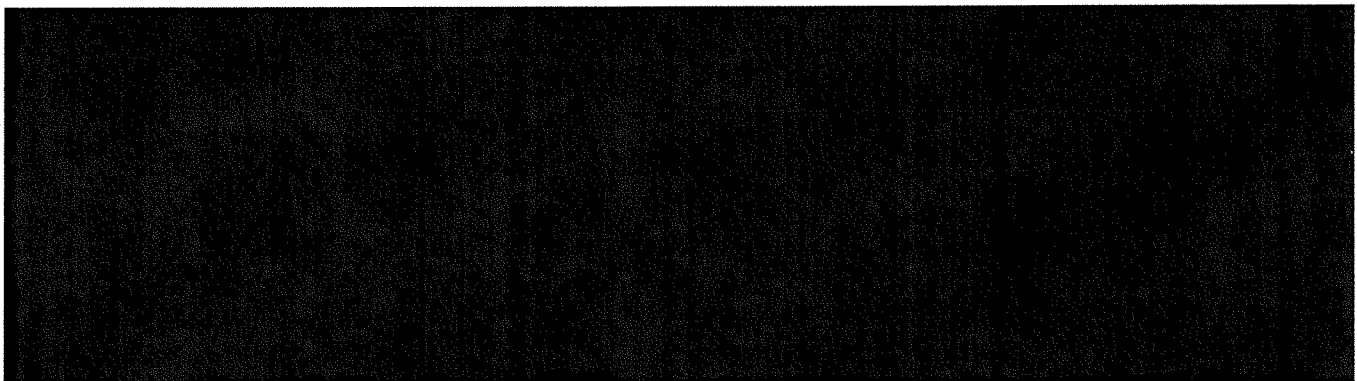
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SCHEDULE 2.11(b)

Intellectual Property Rights

Trademarks

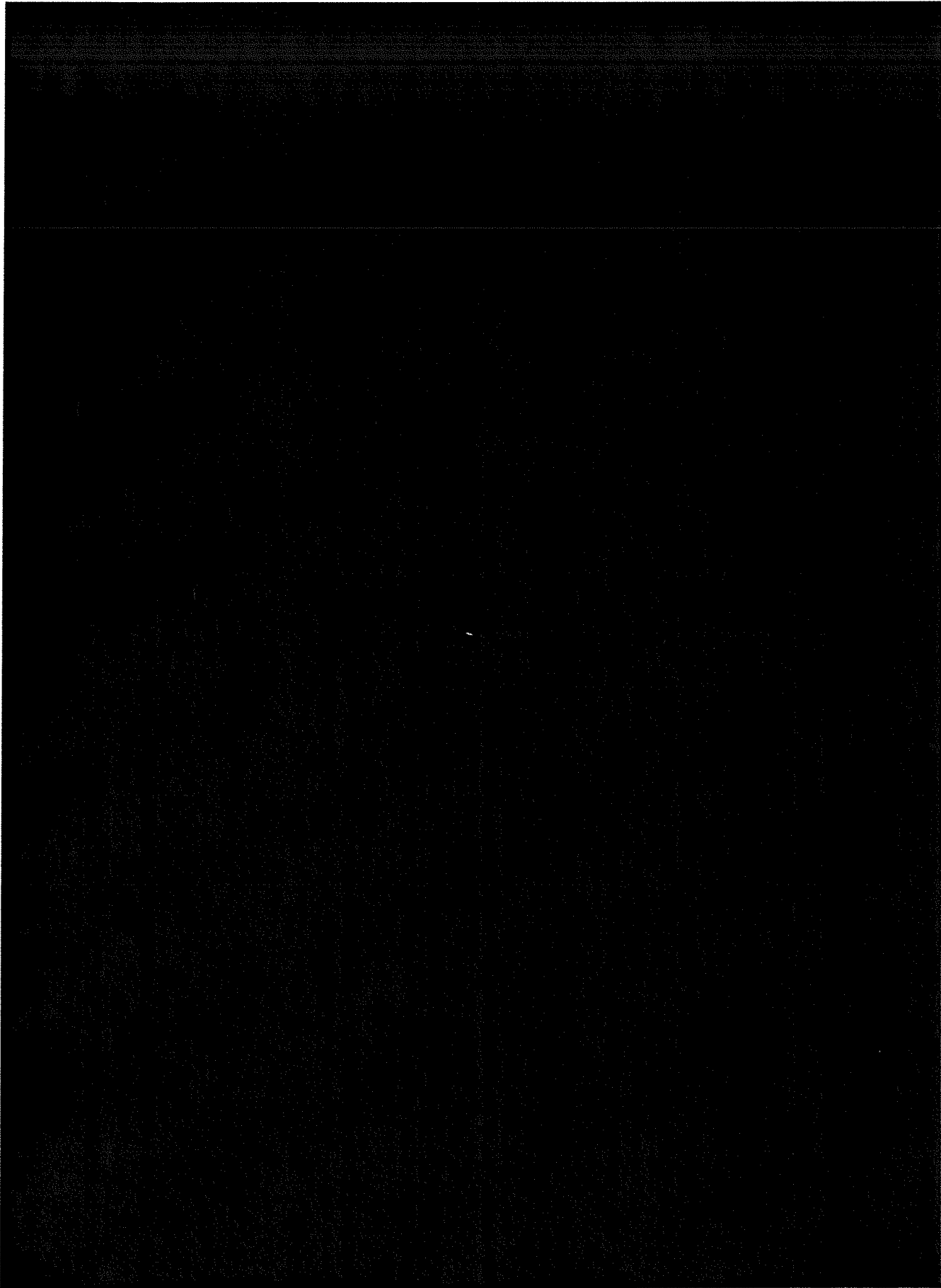
Mark	Legal Owner	Registered Owner	Country	Reg. No.	App. No.	Registration Date	Application Date	Date of First Use	Fees Due within 120 days of the Closing Date
AETHON MEDEX	Aethon, Inc.	Aethon, Inc.	US	3,958,505	77/771,403	05/10/11	06/30/09	07/01/09	NO
IVSAFE	Aethon, Inc.	Aethon, Inc.	US	n/a	86/505,457	n/a	01/16/15	(Intent to use)	YES**
LABEX	Aethon, Inc.	Aethon, Inc.	US	n/a	87/244,901	n/a	11/22/16	(Intent to use)	NO
MEDEX	Aethon, Inc.	Aethon, Inc.	US	5,172,611	86/861,622	03/28/17	12/30/15	07/2009	NO
MEDEX	Aethon, Inc.	Aethon, Inc.	CA	n/a	1,773,903	n/a	03/23/16	Pending	NO
TRAYSAFE	Aethon, Inc.	Aethon, Inc.	US	5,176,874	86/505,474	04/04/17	01/16/15	04/2015	NO
TUBESAFE	Aethon, Inc.	Aethon, Inc.	US	5,119,906	86/404,565	01/10/17	09/24/14	01/2015	NO
TUBETRACK	Aethon, Inc.	Aethon, Inc.	EP	12881058	12881058	10/09/14	05/16/14	n/a	NO



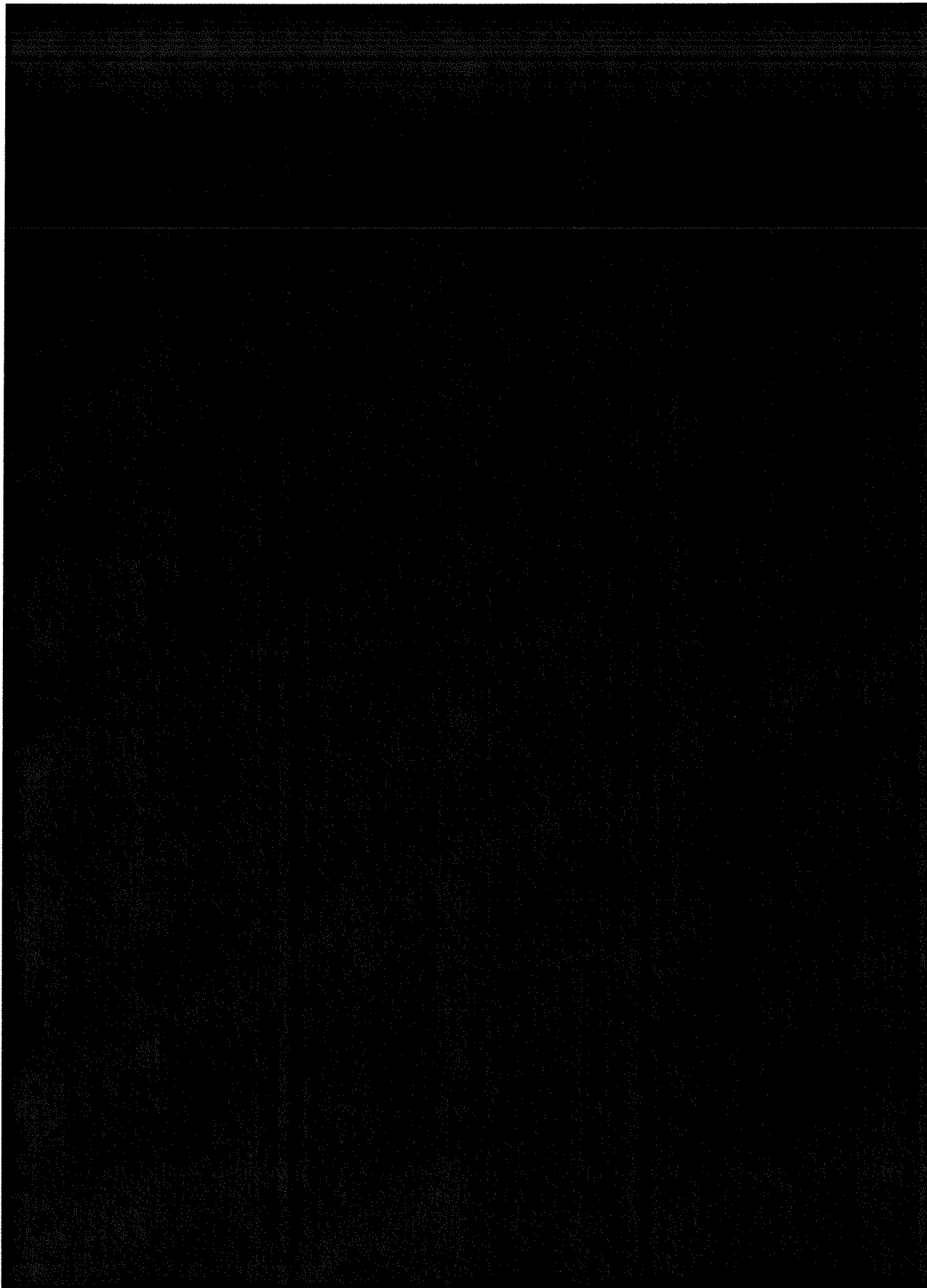
Patents

Owner and Registered Owner	Title	Country	Patent No.	App. No.	Issue Date	Application Date	Fees Due within 120 days of the Closing Date
Aethon, Inc.	Safety, Management and Tracking of Hospital Pharmacy Trays	US	n/a	15/182,753	n/a	06/15/16	NO
Aethon, Inc.	Safety, Management and Tracking of Hospital Pharmacy Trays	WO	n/a	US2016/037556	n/a	06/15/16	NO
Aethon, Inc.	System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation	US	9,592,969	14/268,417	03/14/17	05/02/14	NO
Aethon, Inc.	System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation	WO	n/a	US2014/036596	n/a	05/02/14	NO
Aethon, Inc.	System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation	CA	n/a	2,910,639	n/a	05/02/14	NO
Aethon, Inc.	System and Method for Locking a Carrier/Container for Tracking, Controlling Access, and Providing Delivery Confirmation	US	n/a	15/457,345	n/a	03/13/17	NO

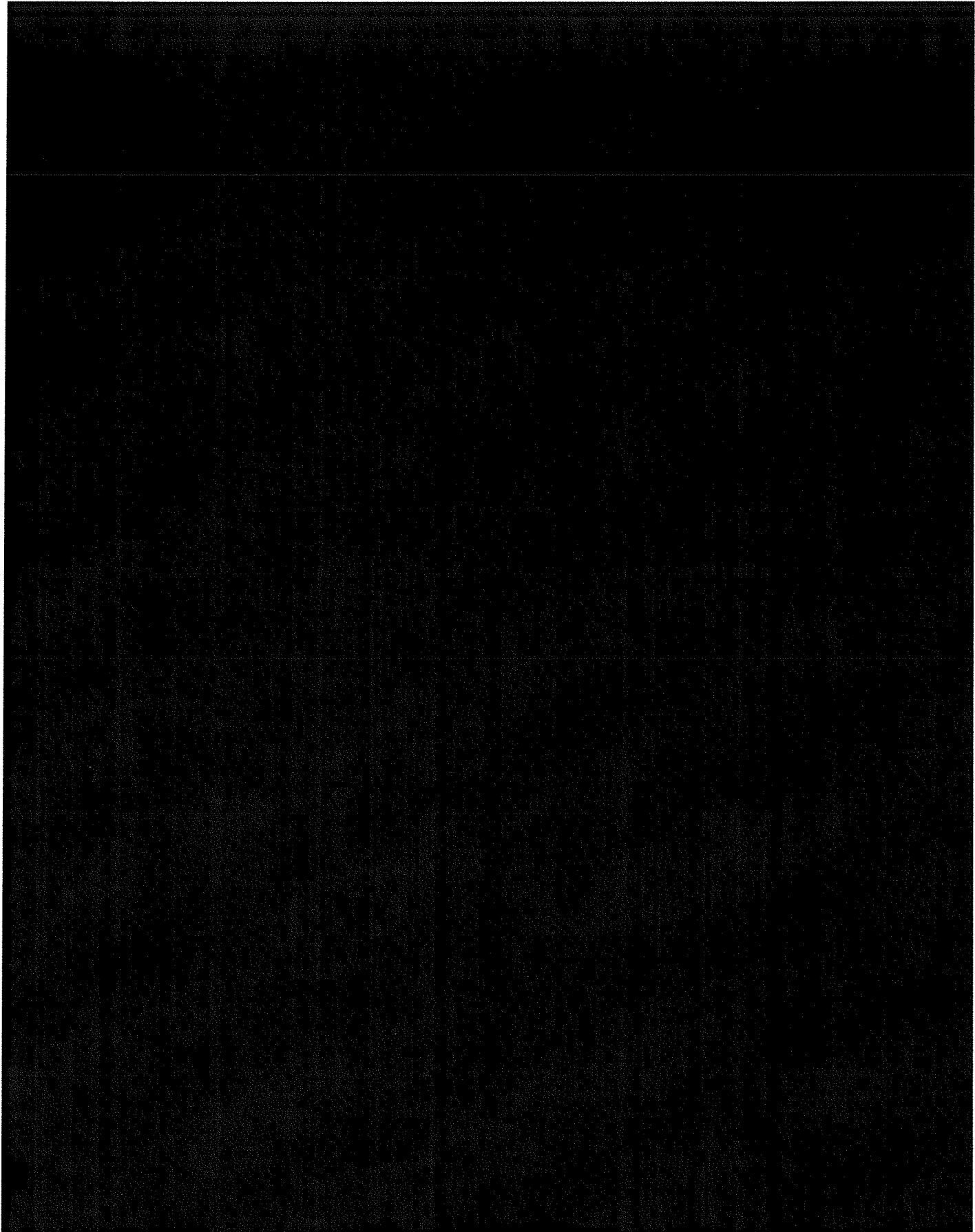
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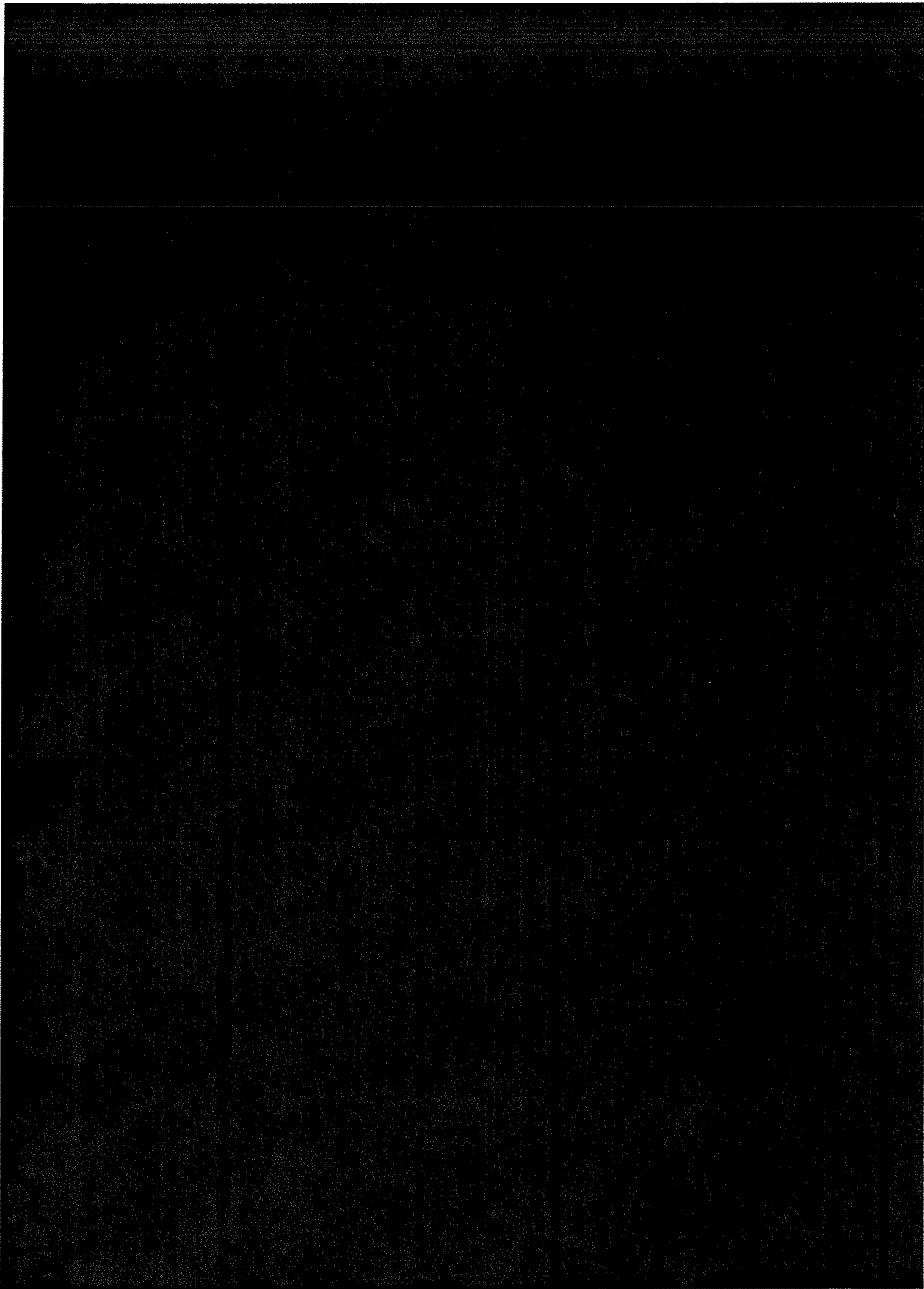
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RECORDED: 08/10/2017

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