

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520242

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nimbus Concepts, LLC | | 08/23/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Biomerics, LLC | | |
| Street Address: | 2700 South 900 West | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84119 | | |
| Entity Type: | Limited Liability Company: UTAH | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4664170 | NIMBUS CONCEPTS | |
| Registration Number: | 4664171 | NIMBUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8015786999 | | |
| <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: | (801) 328-3131 | | |
| Email: | tm-slc@stoel.com | | |
| Correspondent Name: | Joshua G. Gigger | | |
| Address Line 1: | 201 South Main Street, Suite 1100 | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| NAME OF SUBMITTER: | Joshua G. Gigger | | |
| SIGNATURE: | /Joshua G. Gigger/ | | |
| DATE SIGNED: | 04/20/2019 | | |
| Total Attachments: 6 | | | |
| source=Intellectual Property Assignment for NIMBUS marks#page1.tif | | | |
| source=Intellectual Property Assignment for NIMBUS marks#page2.tif | | | |
| source=Intellectual Property Assignment for NIMBUS marks#page3.tif | | | |
| source=Intellectual Property Assignment for NIMBUS marks#page4.tif | | | |

OP \$65.00 4664170

source=Intellectual Property Assignment for NIMBUS marks#page5.tif

source=Intellectual Property Assignment for NIMBUS marks#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of August 23, 2018, is made by Nimbus Concepts, LLC, a Delaware limited liability company having a place of business at 333 South Monroe Street, #113, Denver, Colorado 80209 (“**Seller**”), in favor of Biomerics, LLC, a Utah limited liability company having a place of business at 2700 S. 900 W., Salt Lake City, Utah 84119 (“**Buyer**”), the purchaser of certain assets pursuant to that certain Purchase and Sale Agreement, dated as of June 29, 2018, by and between Seller and Buyer (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

RECITALS

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, all intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and other entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer does hereby purchase, acquire, and accept from Seller, all of Seller’s rights, title and interest throughout the world in and to all intellectual property of Seller, including, but not limited to, the following (the “**Assigned IP**”):

(a) all patent rights of Seller, including without limitation the patents and patent applications set forth on Schedule 1 hereto and all patent rights associated therewith; any inventions and improvements disclosed therein; all utility models, designs, validations, issuances, divisions, continuations, continuations-in-part, provisionals, non-provisionals, reissues, extensions, reexaminations and renewals of or claiming priority to any of the preceding patents and patent applications; and any other application corresponding or claiming priority to any of the preceding patents and patent applications, any patents issuing from, corresponding to, or claiming priority to any of the preceding patents and patent applications, and any reissues, reexaminations, renewals, or extensions of any of the preceding patents and patent applications;

(b) all trademarks of Seller, whether registered or unregistered, including without limitation the registrations and applications set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of Seller’s business connected with the use of, and symbolized by, the Trademarks;

(c) all trade names, logos, domain names, and websites (and content thereof) of and all goodwill associated with Seller, including without limitation the logo, domain name, and website (and content thereof) set forth on Schedule 1 hereto, together with the associated goodwill of Seller;

(d) all copyrights and copyrighted works of Seller, including but not limited to, all marketing materials and technical guides concerning Seller's products, and further including the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(e) all trade secrets, know-how, techniques, methods, processes, method and process documents, and records related to the manufacture and use of Seller's products, including, but not limited to, all work instructions, device history records, and device master records related to Seller's products, including, but not limited to, all copies, versions, and revisions of the items listed in Schedule 1, and all documents referenced therein;

(f) all data, results, market studies and information (including clinical, preclinical and development data) generated from or relating to making, testing, research or development activities conducted by or on behalf of Seller with respect to Seller's products or to which Seller has any rights therein, including, but not limited to, all whitepapers, complaints, lab tests, user studies, etc.;

(g) all designs, inventive ideas, proprietary rights, and any other intellectual property rights of Seller;

(h) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the full right to claim for any aforesaid application, patent, or registration all benefits and priority right under any applicable law or convention;

(i) 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

(j) any and all claims and causes of action, with respect to any of the foregoing, 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, 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. Waiver of Moral Rights. Seller hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case

without compensation or the need for further action by any person. To the extent that the foregoing waiver is ineffective under applicable law, Seller agrees that it shall not assert such moral rights against Buyer or any other person.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other entities or agencies in any applicable jurisdictions, including in countries foreign to the United States, to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller 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 IP to Buyer, or any assignee or successor thereto. In addition to the foregoing, Seller hereby irrevocably designates and appoints Buyer's duly authorized officers, managers and agents as Seller's agent and attorneys-in-fact, with full power of substitution and resubstitution, in whole or in part, to act for and on Seller's behalf and stead, or to act in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, to execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or helpful (as determined by Buyer in its sole and absolute discretion) to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, all with the same legal force and effect as if executed by Seller.

4. Terms of the Purchase Agreement. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the immediately preceding sentence, Seller shall not assign its rights or obligations hereunder without the prior written consent of Buyer. No assignment shall relieve the assigning party of any of its obligations hereunder.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

SELLER:

NIMBUS CONCEPTS, LLC,
a Delaware limited liability company

By: Mark Kraft

Name: Mark Kraft

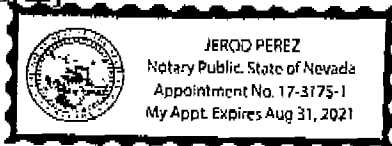
Title: Director

WITNESS

STATE OF Nevada)
County of Clark) ss.

On this 23 day of August in the year 2018, before me Jerod Perez (notary public name), a notary public, personally appeared the above-named director of Nimbus Concepts, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who acknowledged to me that he/she executed this instrument of his/her own free will.

[SEAL]



Jerod Perez

Notary Public: Jerod Perez
(print in block letters)

My commission expires: Aug 31, 2021

AGREED TO AND ACCEPTED BY:

BUYER:

BIOMERICS, LLC,
a Utah limited liability company

By:



Name: Travis Sessions

Title: Authorized Manager

| <u>Jurisdiction</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Patent No.</u> | <u>Status</u> |
|---------------------|------------------------|--------------------|-------------------|---------------|
| IN | 9943/DELNP/2012 | 05/04/2011 | n/a | Active |
| JP | 2013-511025 | 05/04/2011 | 2013-526940 | Abandoned |
| JP | 2015-240011 | 12/09/2015 | n/a | Abandoned |
| HK | 13111214.2 | 10/02/2013 | 1183783 | Active |
| KR | 10-2012-7033363 | 05/04/2011 | 10-1632429 | Active |
| KR | 10-2015-7004378 | 02/17/2015 | n/a | Abandoned |
| MX | MX/a/2012/013280 | 05/04/2011 | n/a | Abandoned |

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Mark</u> | <u>Juris- diction</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Status</u> |
|---|---------------------------|-------------------|--------------------|-----------------|---------------|
| NIMBUS CONCEPTS | US | 85706928 | 08/17/2012 | 4664170 | Active |
| NIMBUS | US | 85706932 | 08/17/2012 | 4664171 | Active |
| TROIKA | US | 85706990 | 08/17/2012 | n/a | Dead |
| OPTIMAL GEOMETRY LESIONING | US | 85831898 | 01/24/2013 | n/a | Dead |
| LARGE FIELD DIRECTIONAL RADIOFREQUENC Y ABLATION | US | 85706983 | 08/17/2012 | n/a | Dead |
| TRIAD | US | 85831891 | 01/24/2013 | n/a | Dead |
| IT'S THAT SIMPLE | US | 85706988 | 08/17/2012 | n/a | Dead |

ASSIGNED LOGOS



ASSIGNED DOMAIN NAME

www.nimbusconcepts.com