503556123 11/05/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3602750

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
MEDIVATORS INC.	10/01/2015

RECEIVING PARTY DATA

Name:	MAR COR PURIFICATION, INC.	
Street Address:	4450 TOWNSHIP LINE ROAD	
City:	SKIPPACK	
State/Country:	PENNSYLVANIA	
Postal Code:	19474	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	14543554	
Patent Number:	8889081	

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.

Phone: 7635533300

Email: | lluhring@medivators.com | Correspondent Name: | LARISSA LUHRING

Address Line 1: 14605 28TH AVENUE NORTH

Address Line 4: MINNEAPOLIS, MINNESOTA 55447

NAME OF SUBMITTER:	LARISSA LUHRING	
SIGNATURE:	/Larissa Luhring/	
DATE SIGNED:	11/05/2015	

Total Attachments: 5

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AMENDED AND RESTATED BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AMENDED AND RESTATED BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Amended and Restated Bill of Sale") is made and entered into as of the 1st day of October, 2015, and amends and restates that certain Bill of Sale and Assignment and Assumption Agreement, dated as of August 1, 2015 (the "August 2015 Bill of Sale"), between MEDIVATORS INC., a Minnesota corporation ("Seller"), and MAR COR PURIFICATION, INC., a Pennsylvania corporation ("Purchaser").

This Amended and Restated Bill of Sale is being entered into between the parties to modify the Purchase Price (as defined below) due to the assignment and transfer of an additional patent from Seller to Purchaser, which was inadvertently omitted from Exhibit A to the August 2015 Bill of Sale.

BACKGROUND

- A. Seller desires to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser desires to purchase and acquire from Seller, all of the assets exclusively related to Seller's (i) REVOX® Sterilization Solutions business and (ii) BIOREDOX® Decontamination Service business, including, but not limited to, the intellectual property listed on Exhibit A attached hereto and other intangible assets, all written and oral contracts and agreements (to the extent assignable), all capital assets, all accounts receivable, goodwill, and all registrations to the extent such registrations can be sold, assigned, transferred, conveyed and delivered under applicable law (collectively, the "Assets"); and
- B. In connection therewith, Purchaser will agree to assume and pay, discharge or perform, as appropriate, the liabilities of Seller exclusively related to (i) the REVOX® Sterilization Solutions business and (ii) the BIOREDOX® Decontamination Service business (collectively, the "Liabilities").
- NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amended and Restated Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:
- 1. <u>Transfer of Assets: Purchase Price: Taxes</u>. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Assets for a purchase price of US\$355,788.09 (the "<u>Purchase Price</u>"). Purchaser hereby purchases and accepts the Assets from Seller, and will deliver the Purchase Price to Seller by check. Additionally, Purchaser will (i) reimburse Seller upon demand for any and all legal fees and/or filing fees incurred by Seller in connection with the transfer of the Assets; and (ii) pay any and all federal, state and local taxes resulting from the consummation of the transactions contemplated by this Amended and Restated Bill of Sale.
- 2. <u>Assumption of Liabilities</u>. Seller hereby assigns to Purchaser, and Purchaser, in addition to payment of the amounts referenced in Section 1 hereof, hereby accepts, assumes, and agrees to perform and discharge when due the Liabilities arising on or after August 1, 2015.

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- 3. <u>Further Assurances</u>. Seller and Purchaser hereby covenant and agree to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such other and further acts, assignments, transfers, assurances and instruments as Purchaser may reasonably request to assign and transfer the Assets to Purchaser, to assure to Purchaser the continued possession, control and enjoyment of the Assets, and as Seller may reasonably request to ensure the assignment to and assumption by Purchaser of the Liabilities as intended hereby.
- 4. Governing Law. This Amended and Restated Bill of Sale will be governed by, construed, and enforced in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.
- 5. <u>Headings</u>. The headings in this Amended and Restated Bill of Sale are for the purpose of reference only and will not limit or otherwise affect the meaning hereof.
- 6. <u>Counterparts</u>. This Amended and Restated Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Execution of this Amended and Restated Bill of Sale via facsimile or pdf/email will be effective, and signatures received via facsimile or pdf/email will be binding upon the parties and effective as originals.

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IN WITNESS WHEREOF, this Amended and Restated Bill of Sale has been executed and delivered as of the date set forth above.

MEDIVATORS INC.

y: Name: David C. Hemink

Title: President, Medivators

MAR COR PURIFICATION, INC.

y: Land

Name: Curtis D. Weitnauer

Title: President and CEO

Exhibit A

Intellectual Property

Registered and Unregistered Trademarks:

Trademark	Country	Application No.	Registration No.
REVOX	U.S.A.	85/150,545	3,973,865
REVOX (STYLIZED)	U.S.A.	85/602,468	4,202,554
REVOX SWIRL	U.S.A.	85/602,568	4,202,555
DESIGN			
REVOX (STYLIZED)	U.S.A.	86/518,250	
REVOX (STYLIZED)	U.S.A.	86/518,259	
REVOX	U.S.A.	86/518,241	
REVOX	U.S.A.	86/571,290	
JUST IN TIME	U.S.A.	86/476,087	
STERILIZATION	·		
BIOREDOX	U.S.A.	85/198,048	4,068,542

Service Mark:

MAKE IT POSSIBLEsm

Patents/Patent Applications:

US Patent No. 9,017,607 - DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

US Patent Application No. 14/672,859 — DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

US Patent Application No. 62/167,139 - LOW RELATIVE HUMIDITY DECONTAMINATION SYSTEM

US Patent Application No. 62/167,135 — LOW FORMALDEHYDE FORMING DECONTAMINATION SYSTEM

CN Patent Application No. 2012/80024732.3 - DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

EP Patent Application No. 12726964.5 - DECONTAMINATION SYSTEM INCLUDING ENVIRONMENTAL CONTROL USING A DECONTAMINATING SUBSTANCE

US Patent No. 8,889,081 - ROOM FOGGING DISINFECTION SYSTEM

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Exhibit A (cont.)

Intellectual Property

Patents/Patent Applications (cont.):

US Patent Application No. 14/543,554 – ROOM FOGGING DISINFECTION SYSTEM AND METHOD

All other patent applications, disclosures and inventions related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

Additional Intellectual Property:

All trade names, logos, and domain names related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

All copyrights (registered and unregistered) and copyrightable works related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

All trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes, protocols and techniques, technical data, designs, drawings, specifications, customer data and information, supplier and vendor lists, pricing and cost information, and marketing plans and proposals) related to the (i) REVOX Sterilization Solutions business and (ii) BIOREDOX Decontamination Service business

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RECORDED: 11/05/2015