

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement and Assignment of Trademark Registrations		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDX, LLC		06/07/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BC TECHNICAL, INC.		
Street Address:	7172 S. Airport Road		
City:	West Jordan		
State/Country:	UTAH		
Postal Code:	84084		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3427944	MEDX	
Registration Number:	2034507	NUQUEST	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.191		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$65.00 3427944

Signature:	/njb/
Date:	07/31/2013
Total Attachments: 6 source=Assignment of Trademark Registrations#page1.tif source=Assignment of Trademark Registrations#page2.tif source=Assignment of Trademark Registrations#page3.tif source=Assignment of Trademark Registrations#page4.tif source=Assignment of Trademark Registrations#page5.tif source=Assignment of Trademark Registrations#page6.tif	

AGREEMENT AND ASSIGNMENT
OF
TRADEMARK REGISTRATIONS

This AGREEMENT AND ASSIGNMENT OF TRADEMARK REGISTRATIONS (the "Agreement") is entered into and effective as of June 7, 2013 (the "Effective Date") by MedX, LLC, a Delaware limited liability company ("Assignor"), in favor of BC Technical Inc., a Utah corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of June 7, 2013, by and among Assignor, Assignee and Sean McDermott and Eric Ellingson, Assignor will sell, and the Assignee will purchase, substantially all of the assets of the Assignor (the "Asset Purchase");

WHEREAS, in connection with the Asset Purchase, Assignor desires to assign to Assignee, and the Assignee desires to obtain, all of Assignor's right, title and interest in and to, and goodwill of the business associated with, the Marks (as defined hereinafter);

WHEREAS, subject to the execution and delivery of the Asset Purchase Agreement and the consummation of the Asset Purchase, the Assignee desires to, in the moment immediately preceding the Closing (as defined in the Asset Purchase Agreement), execute this Agreement creating all rights, obligations and liabilities for each and every party arising under this Agreement; and

WHEREAS, pursuant to the Further Assurance of Assignment dated as of June 7, 2013, Assignor has acknowledged that to the extent it retains any interest in the Marks, it reaffirms the conveyance of the Marks made in connection with the Asset Purchase and assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration for the foregoing and the mutual promises and covenants set forth herein and for other good and valuable consideration (including that consideration recited in the Asset Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Asset Purchase Agreement, the parties hereby agree as follows:

AGREEMENT

1. Assignment of Trademark Registrations. Effective for all purposes as of the moment immediately preceding the Closing (the "Effective Time"), Assignee hereby does assign, transfer and convey unto the Company all of Assignor's right, title and interest in and to, and goodwill of the business associated with, the following:
 - a. The trademarks and service marks listed on the attached Schedule A (the "Marks");

b. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Marks, including, without limitation, common-law rights, rights under the laws of unfair competition, and the right to claim priority under the terms of the International Convention and other relevant International Treaties and Arrangements ("Related Rights");

c. Any and all rights of Assignor to sue at law or in equity for any infringement, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks and Related Rights occurring after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Marks and Related Rights.

2. Authorization to Issue. Assignee does hereby authorize and request that all officials in the United States Patent and Trademark Office (the "USPTO") and any officials of the same or similar responsibilities in any and all foreign countries to issue any and all of said benefits, when granted, to the Assignor as the assignee of Assignee's entire right, title and interest in and to the same, for the sole use and behalf of the Assignor, its successors and assigns, to the full end of the term for which said benefits may be granted, as fully and entirely as the same would have been held by Assignee had this Agreement not been made.

3. Recordation. Without limitation of the foregoing, Assignee agrees to take all actions necessary and appropriate to cooperate with the Company so that it may take all actions to ensure the proper and timely recording of the assignment of Marks to the Assignor with the USPTO.

4. Representation of Entire Interest. Assignee represents and warrants that it has full right to convey the entire interest to the Marks herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

5. Effectiveness. This Agreement and the assignment hereunder is subject to the execution and delivery of the Purchase Agreement and the consummation of the Asset Purchase and shall be effective as of the Effective Time. If the Asset Purchase is not consummated for any reason, this Agreement shall be automatically terminated and shall be void and of no further force or effect and shall have no effect on the Marks.

6. Miscellaneous.

(a) Entire Agreement. This Agreement contains, and is intended to be, a complete statement of all the terms of the arrangements between or among the parties hereto with respect to the matters set forth herein, and supersedes any previous agreements and understandings between the parties hereto with respect to those matters. There are no promises, representations, warranties, covenants or undertakings other than those set forth herein or therein.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

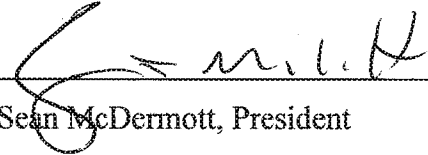
(c) Counterparts. This Assignment may be executed in one or more counterparts and by a facsimile or digital image containing the signature of an authorized person, each of which shall be deemed and accepted as an original, and all of which together shall constitute a single instrument. Each party represents and warrants that the person executing on behalf of such party has been duly authorized to execute this Assignment.

(d) Governing Law. This Agreement shall be governed by the internal law of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

MEDX, LLC

By: 
Sean McDermott, President

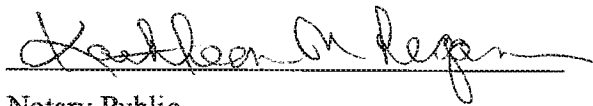
Signature Page to Agreement and Assignment of Trademark Registrations

TRADEMARK
REEL: 005081 FRAME: 0494

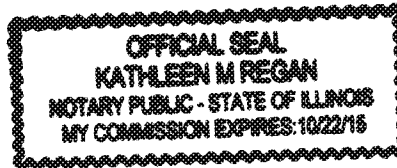
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The forgoing instrument was acknowledged before me this 25th day of July, 2013.

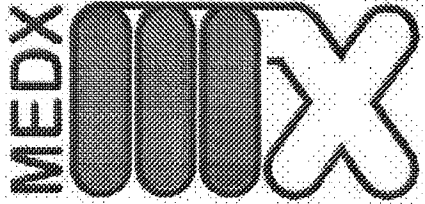


Notary Public



Schedule A

Marks

Mark	Record Owner	Jurisdiction	Registration/Application No.
<p>MedX, Inc. (and Design):</p> 	MedX, LLC	United States	<p>Reg. No. 3,427,944</p> <p>Serial No. 77220554</p> <p>Registration Date: May 13, 2008</p>
NuQuest	MedX, LLC	United States	<p>Reg No. 2,034,507</p> <p>Serial No. 74703644</p> <p>Registration Date: January 28, 1997</p>