SOFIE
From start to clinic

December 4, 2017

Brian Parker
U.S. Nuclear Regulatory Commission, Region III
2443 Warrenville Road, Suite 210
Lisle, Illinois 60532-4352

SUBJECT: Notice of Corporate Name Change for NRC Radioactive Material Licenses No. 24-32827-01MD

Dear Mr. Parker,

As per your conversation with our company on November 30, 2017, Sofie Network Inc. respectfully submits this request to change the name on the above-mentioned license to Sofie Network Inc. Attached you will find a Delaware Certificate of Good Standing for Sofie Network Inc.

This name change is a final culmination of the transaction between Sofie Network Inc. and Global Isotopes LLC dba Zevacor Molecular for our Springfield facility.

Please contact me our regulatory specialist, James York, at james.york@sofie.com or (571) 992-2969 if further information is required.

Sincerely,

Frank Plastini
Director of Radiation Compliance
SOFIE Co.

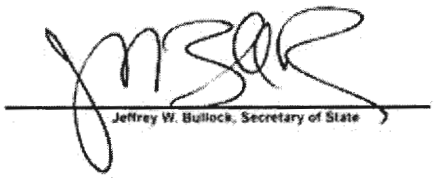
Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SOFIE NETWORK INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF OCTOBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SOFIE NETWORK INC." WAS INCORPORATED ON THE FOURTEENTH DAY OF FEBRUARY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.



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SR# 20176597141

Authentication: 203389754

Date: 10-12-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

EXECUTION VERSION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made this 20th day of September, 2017 (the "**Effective Date**") by and between Sofie Network Inc., a Delaware corporation ("**Buyer**"), and Global Isotopes, LLC (d/b/a Zevacor Molecular), an Illinois limited liability company ("**Seller**").

BACKGROUND

A. Buyer, Sofie Biosciences, Inc. and Seller have entered into that certain Asset Purchase Agreement, dated as of May 5, 2017 (the "**Asset Purchase Agreement**").

B. Pursuant to Sections 1.1 and 1.5(a) of the Asset Purchase Agreement, Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Assets.

C. Pursuant to Sections 1.3 and 1.5(c) of the Asset Purchase Agreement, Buyer has agreed to assume and to pay, perform and discharge when due the Assumed Liabilities.

D. Any capitalized term used and not otherwise defined herein shall have the same meaning assigned to such term in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Conveyance and Assignment.** As provided in and in accordance with Sections 1.1 and 1.5(a) of the Asset Purchase Agreement, Seller hereby sells and assigns to Buyer, and Buyer hereby purchases, as of the Effective Date, all of Seller's right, title and interest in and to all of the Purchased Assets, free and clear of all Liens (other than Permitted Liens). Except for the Purchased Assets, Seller is not selling to Buyer, and Buyer is not acquiring from Seller, any assets of Seller.

2. **Assumption of Liabilities.** As provided in and in accordance with Sections 1.3 and 1.5(c) of the Asset Purchase Agreement, Buyer hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities. Except for the Assumed Liabilities, Buyer is not assuming any liabilities or obligations of Seller.

3. **Conflict.** This Agreement is subject to the terms and conditions set forth in the Asset Purchase Agreement and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants or obligations of the parties under the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

4. **Successors.** This Agreement and the covenants and agreements herein contained shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Delaware, without giving effect to any conflict of law rules or any other rules that might render such law inapplicable or unavailable.

6. **Counterparts.** This Agreement 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 instrument. A signed copy of this Agreement 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed as of the Effective Date.

SELLER:

GLOBAL ISOTOPES, LLC D/B/A ZEVACOR MOLECULAR

By: _____
Name: Timothy D. Stone, Jr.
Title: Manager

BUYER:

SOFIE NETWORK INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed as of the Effective Date.

SELLER:

GLOBAL ISOTOPES, LLC D/B/A ZEVACOR MOLECULAR

By: _____
Name:
Title:

BUYER:

SOFIE NETWORK INC.

By: _____
Name: Stan Berman
Title: CFO

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer unto SOFIE NETWORK INC., a Delaware corporation, 100 shares of common stock of GRD US PET OPERATIONS, INC., a Delaware corporation ("Company"), standing in its name on the books of Company represented by Certificate No. CS-3, and does hereby irrevocably constitute and appoint any officer of Company as its attorney-in-fact and agent to transfer such shares on the books of Company, with full power of substitution in the premises.

Dated effective as of September 20, 2017.

C-MOLECULAR, INC.

By: _____
Timothy D. Stone, Jr., President and CEO

Witness: _____
Katherine Anderson