

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Allergy Supply, Inc.		07/10/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	RH Allergy Acquisition II, LLC
Street Address:	19 Hilltop Road
City:	Short Hills
State/Country:	NEW JERSEY
Postal Code:	07078
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3211140	NATIONAL ALLERGY
Registration Number:	3041301	NATIONAL ALLERGY SUPPLY
Registration Number:	3078964	NATIONAL ALLERGY SUPPLY
Registration Number:	4032165	HEALTHY DREAMS
Registration Number:	2748277	BEDCARE

CORRESPONDENCE DATA	
Fax Number:	7324762445
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	732-476-2444
Email:	emelzer@greenbaumlaw.com
Correspondent Name:	Eric H. Melzer, Esq.
Address Line 1:	99 Wood Avenue South
Address Line 2:	4th Floor
Address Line 4:	Iselin, NEW JERSEY 08830

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NAME OF SUBMITTER:	Eric H. Melzer
Signature:	/Eric H. Melzer/
Date:	06/25/2013
Total Attachments: 2 source=nasupply#page1.tif source=nasupply#page2.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY AND INTANGIBLE RIGHTS
OF NATIONAL ALLERGY SUPPLY, INC.**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AND INTANGIBLE RIGHTS (this "Assignment") is made, executed and delivered as of this 10th day of July, 2012 by National Allergy Supply, Inc., a Georgia corporation (the "Assignor"), to RH Allergy Acquisition II, LLC, a Delaware limited liability company (the "Assignee"). This Assignment is made and delivered pursuant to Section 4.03(b) of that certain Asset Purchase Agreement, dated of even date herewith, (the "Purchase Agreement") by and among, *inter alia*, Assignor and Assignee. Capitalized terms used herein without definition shall have the meaning given such terms in the Purchase Agreement.

For good and valuable consideration as described in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, delivers, assigns and transfers to Assignee all of the Intangible Rights (as defined herein) free and clear of all liens, pledges, restrictions, claims or encumbrances of any kind. As used herein, "Intangible Rights" means all of the Purchased Assets constituting Intellectual Property and any other intangible personal property or property interests of the Assignor relating to the Duluth Business that constitute Intellectual Property including, without limitation, all rights and interest to the trade name "National Allergy Supply" and all other trade names and website domain names owned by Assignor. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

TO HAVE AND TO HOLD the Intangible Rights unto Assignee, its successors and assigns, forever.

This Assignment is made, executed and delivered in accordance with and is subject to the representations, warranties and covenants set forth in the Purchase Agreement. This Assignment specifically excludes the Excluded Assets as set forth in Section 1.02 of the Purchase Agreement and any Purchased Assets relating to the Cornelia Business.

Assignor and its successors and assigns, by this Assignment, covenant and agree that Assignor and its successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Assignee may reasonably request to fully vest in Assignee and its successors and permitted assigns the Intangible Rights in accordance with the foregoing and otherwise in the carrying out of the intentions and purposes of the Purchase Agreement.


This Assignment and the covenants and agreements herein contained shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

NATIONAL ALLERGY SUPPLY, INC.

By: 
Name: Thomas W. Short
Title: President and CEO