# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM301845

**NATURE OF CONVEYANCE:** ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Healthcare Service & Supply, Inc.		05/19/2011	CORPORATION: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Pneumatic Compression Technologies, LLC		
Street Address:	c/o JMH Capital LLC, 333 Elm Street		
Internal Address:	Suite 215		
City:	Dedham		
State/Country:	MASSACHUSETTS		
Postal Code:	02026		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2068746	ALP	
Registration Number:	3681701	ALTERNATING LEG PRESSURE	

# **CORRESPONDENCE DATA**

Fax Number: 4153939887

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: (415) 954-0200

Email: trademark@squiresanders.com

**Correspondent Name:** Philip R. Zender, Esq.

Address Line 1: 275 Battery Street, Suite 2600 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	101410.2
NAME OF SUBMITTER:	Philip R. Zender, Esq.
SIGNATURE:	/philip r. zender/
DATE SIGNED:	04/17/2014

# **Total Attachments: 5**

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# TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") shall be effective as of May 19, 2011 (the "<u>Effective Date</u>") by and between HEALTHCARE SERVICE & SUPPLY, INC. a corporation having a principal place of business at P.O. Box 1788, Tustin, CA 92681 (the "<u>Assignor</u>"), and PNEUMATIC COMPRESSION TECHNOLOGIES, LLC, a limited liability company of Delaware having a principal place of business at c/o JMH Capital LLC, 333 Elm Street, Suite 215, Dedham, MA 02026 (the "<u>Assignee</u>").

### WITNESSETH:

WHEREAS, Assignor is the owner of certain trademarks set forth in Exhibit A (the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of May 19, 2011, Assignor has agreed to assign and has assigned all of its worldwide rights, title and interest in and to the Marks (including any and all applications and registrations therefore) along with any and all goodwill relating thereto to Assignee; and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights in and to the Marks pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire worldwide rights, title, and interest in and to the Marks, together with all the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.
- 2. <u>Further Assurances</u>. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing Assignee's intellectual property rights in the Marks, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Marks, all at the expense of Assignee or its successors in interest.
- 3. <u>Power of Attorney</u>. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of Assignee and its successors and assigns, to demand and receive any and all of the Marks and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Assignee or its

TRADEMARK REEL: 005263 FRAME: 0093 successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Marks which Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by dissolution of Assignor or in any manner or for any reason whatsoever.

- 4. <u>Governing Law</u>. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.
- 5. <u>Counterparts</u>. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

CINCINNATI/84180.1

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

HEALTHCARE SERVICE & SUPPLY, INC.,

By: Mkaw Credic RICHARD W. ROEDER, President

PNEUMATIC COMPRESSION TECNOLOGIES, LLC, as Assignee

SCOTT D. STEELE, President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

HEALTHCARE SERVICE & SUPPLY, INC.,

as Assignor

RICHARD W. ROEDER, President

PNEUMATIC COMPRESSION TECNOLOGIES, LLC,

as Assignee-

By: SCOTT D. STEELE, President

# **EXHIBIT A**

# <u>Marks</u>

MARK	COUNTRY	REGISTER	REG./APP. NUMBER
ALP	United States	Principal Register	REGISTRATION NO. 2068746
ALTERNATING LEG PRESSURE	United States	Supplemental Register	REGISTRATION NO. 3681701

RECORDED: 04/17/2014

TRADEMARK
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