

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dr. Dennis T. Sepp		10/27/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DiabetiCare Labs, Inc.		
<b>Street Address:</b>	3330 Coffey Lane		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3684456	DIABETICARE	
Registration Number:	3659344	DIABETICARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(707)526-4707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	707.526.4200		
<b>Email:</b>	jmbehmke@cmprlaw.com		
<b>Correspondent Name:</b>	Jay M. Behmke		
<b>Address Line 1:</b>	100 B Street Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401-6376		
<b>ATTORNEY DOCKET NUMBER:</b>	7587.4 DIABETICARE REGS		
<b>NAME OF SUBMITTER:</b>	Jay M. Behmke		
<b>Signature:</b>	/JMB-163603/		
<b>Date:</b>	10/28/2009		

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Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

DENNIS T. SEPP, an individual and citizen of the United States of America, having an address at 3330 Coffey Lane, Santa Rosa, California 95403 ("Assignor"), for valuable consideration, the receipt and adequacy whereof are acknowledged, hereby assigns and transfers to DIABETICARE LABS, INC., a California corporation, having an address at 3330 Coffey Lane, Santa Rosa, California 95403 ("Assignee"), and Assignee hereby accepts:

A. All rights, title and interest held by Assignor in and to the trademarks, service marks, registrations of trade marks and service marks and applications for such registration, more fully identified in Schedule A attached hereto (hereinafter collectively and individually referred to as the "Trade Marks");


B. The goodwill of the business connected with the use of and symbolized by the Trademarks, and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of the right, title, and interest in and to the Trademarks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

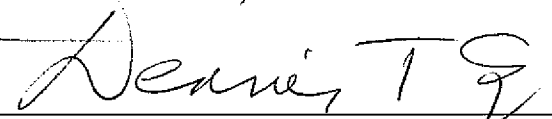
IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of October 27, 2009.

ASSIGNOR:

  
\_\_\_\_\_  
Dennis T. Sepp

ASSIGNEE:

DIABETICARE LABS, INC.

By:   
\_\_\_\_\_  
Dennis T. Sepp  
President

**SCHEDULE A**

Serial Number	Reg. Number	Trademark
78521838	3684456	DIABETICARE
78531444	3659344	DIABETICARE