

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SP Medical, LLC		03/14/2011	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Home Health Medical Equipment, Inc.		
Street Address:	3637 Scarlet Oak Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63122		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2660525	VELOCITY	
Serial Number:	85058527	SOPORA	
Serial Number:	85058561	SOPORA	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-480-1500		
Email:	tracey.paterson@huschblackwell.com		
Correspondent Name:	Fred Rusche/Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	718149.23		
NAME OF SUBMITTER:	H. Frederick Rusche		

CH \$90.00 2660525

900188447

TRADEMARK
 REEL: 004515 FRAME: 0215

Signature:	/H. Frederick Rusche/
Date:	04/05/2011
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("*Assignment*") is made by and between **SP Medical, LLC**, an Ohio limited liability company, having a place of business at 3786 Ridge Road, Cleveland, Ohio 44144 ("*Assignor*"), and **Home Health Medical Equipment, Inc.**, a Missouri corporation ("*Assignee*") having a place of business at 3637 Scarlet Oak Blvd., St. Louis, MO 63122, and is effective as of the 15th day of March, 2011.

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith executed by Assignor and Assignee (the "*Purchase Agreement*"), Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's Intellectual Property Assets (as defined in the Purchase Agreement), including without limitation those items set forth in **Appendix A** annexed hereto and incorporated herein by this reference, including any and all goodwill associated therewith (all of the foregoing being referred to herein as the "*Intellectual Property*"); and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of, all right, title, and interest in and to Assignor's Intellectual Property for the territory of the United States of America and all foreign countries, including, without limitation, (i) all rights, interests, claims and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits and damages for past, present and future infringements of the Intellectual Property, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits and damages, (ii) all rights to file both domestic and foreign applications for registration of all such Intellectual Property and other protection for existing registrations, including renewals and extensions thereof, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Intellectual Property by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Intellectual Property in all countries of the world, including, without limitation, the United States and all of its territories and possessions, and (iv) any and all goodwill associated with the Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to enforce and be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed.

[Rest of page intentionally left blank. Signature page is the next page.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the first date written above.

Assignor:

SP Medical LLC

By: [Signature]
Name: Donald L. Mottings
Title: President

STATE OF OHIO)
) SS.
COUNTY OF Cuyahoga)

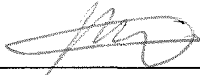
On this 14th day of March, 2011, personally appeared Donald L. Mottings to me known, who being by me duly sworn did say that he is the President of SP MEDICAL LLC an Ohio limited liability company, and that said instrument was signed on behalf of said corporation by authority of its President, and said Donald L. Mottings acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public Timothy F. Geisse
My Commission Expires:
Does NOT expire

Assignee:


HOME HEALTH MEDICAL EQUIPMENT, INC.

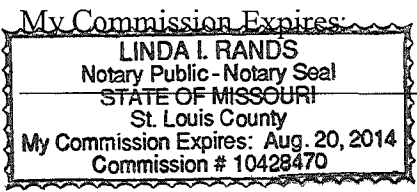
By: 
Name: Michael A. Amann
Title: Chief Operating Officer

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 14th day of March 2011, personally appeared Michael A. Amann, to me known, who being by me duly sworn did say that he is the Chief Operating Officer of HOME HEALTH MEDICAL EQUIPMENT, INC. a Missouri corporation, and that said instrument was signed on behalf of said corporation, and said Michael A. Amann acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public



Appendix A

Intellectual Property

Patents Issued:

CPAP HUMIDIFIER

Patent number: 6827340

Filing date: Aug 13, 2001

Issue date: Dec 7, 2004

GEL FILLED FOREHEAD CUSHION FOR A CPAP MASK

Patent number: D464727

Filing date: Aug 23, 2001

Issue date: Oct 22, 2002

CPAP PRESSURE METER

Patent number: D492772

Filing date: Nov 18, 2002

Issue date: Jul 6, 2004

Pending Patent Application:

CPAP MASK FRAME

Serial number: 61/350,958

Filing date: June 3, 2010

Trademarks:

Trademark issued for:

Word Mark	VELOCITY
Serial Number	76219945
Filing Date	March 6, 2001
Published for Opposition	May 21, 2002
Registration Number	2660525
Registration Date	December 10, 2002

Trademarks pending:

Word Mark	SOPORA
Serial Number	85/058527
Filing Date	June 9, 2010
Published for Opposition	November 16, 2010

Trademarks pending:



Design Mark

Serial Number

85/058561

Filing Date

June 9, 2010

Published for Opposition

November 16, 2010

Net Name: www.spmed.com