

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AmMed Direct, LLC		03/09/2012	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Arriva Medical, LLC
<b>Street Address:</b>	4252 NW 120th Avenue
<b>City:</b>	Coral Springs
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33065
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3185737	BETTER CARE PROGRAM
Registration Number:	3216631	DIABETES DIRECT
Registration Number:	3527565	AMMED DIRECT
Registration Number:	3851328	BETTER CARE PLUS
Registration Number:	3851327	BETTER CARE PLUS
Registration Number:	3622782	BETTER CARE DIRECTIONS
Registration Number:	3716109	THE BETTER CARE COMPANY
Registration Number:	3601282	BETTER CARE KIT
Registration Number:	3702019	BETTER CARE UNIVERSITY
Registration Number:	3623547	BETTER CARE RECIPES
Registration Number:	3623546	BETTER CARE KITCHEN
Registration Number:	3627614	BETTER CARE PROGRAM

**CORRESPONDENCE DATA**

Fax Number: 7816473939

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

Phone: 7813144062

Email: Jean.Maxwell@alere.com

Correspondent Name: Jean M. Maxwell, Trademark Manager

Address Line 1: Alere Inc.

Address Line 2: 51 Sawyer Road, Suite 200

Address Line 4: Waltham, MASSACHUSETTS 02453

ATTORNEY DOCKET NUMBER:	ARRIVA ASSIGNMENT
NAME OF SUBMITTER:	Jean M.Maxwell
Signature:	/JeanMMaxwell/
Date:	06/25/2012

**Total Attachments: 5**

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ASSIGNMENT AND ASSUMPTION  
AND BILL OF SALE

THIS ASSIGNMENT AND ASSUMPTION AND BILL OF SALE (the "Agreement"), is made and entered into as of this 9th day of March, 2012, by and among AmMED DIRECT, LLC, a Tennessee limited liability company (the "Seller"); and ARRIVA MEDICAL, LLC, a Florida limited liability company (the "Buyer").

RECITALS

WHEREAS, the Seller and the Buyer are parties to an Asset Purchase Agreement dated as of February 6, 2012 (the "Purchase Agreement"), whereby (i) Seller has agreed to sell, convey, transfer, assign and deliver to Buyer the Acquired Assets (as defined in the Purchase Agreement) and (ii) Seller has agreed to assign and the Buyer has agreed to assume, the Assumed Liabilities (as defined in the Purchase Agreement); and

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement, and in consideration of the mutual promises, covenants and agreements therein and hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Bill of Sale.

(a) Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its successors and assigns, free and clear of any pledge, lien, option, security interest, mortgage or other encumbrance, and Buyer does hereby acquire from Seller, all right, title and interest in, to and under the Acquired Assets. The Acquired Assets shall include all rights, privileges, hereditaments and appurtenances belonging, incident or appertaining to the Acquired Assets. Notwithstanding anything contained herein, Buyer is not purchasing from Seller any Excluded Assets.

(b) Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all Acquired Assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

2. Assignment and Assumption of Assumed Liabilities.

(a) Seller hereby assigns to Buyer, its successors and assigns, and Buyer hereby assumes, in accordance with the terms and conditions of the Purchase Agreement, the

Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, except as specifically set forth in the Purchase Agreement, Buyer shall not assume nor be deemed to have assumed any debt, claim, obligation or other liability of Seller or any Affiliate of Seller, whether known or unknown, accrued or unaccrued, fixed or contingent, natural or unnatural, whether arising out of occurrences, events or actions prior to, at or after the Closing Date.

(b) Seller hereby authorizes and directs all obligors under any Assigned Contracts and Assigned Personal Property Leases included in the Assumed Liabilities, to deliver any warrants, checks, drafts or payments to be issued or paid to Seller pursuant to the Assigned Contracts or the Assigned Personal Property Leases to Buyer; and Seller further authorizes Buyer to receive such warrants, checks, drafts or payments from such obligors and to endorse Seller's name on them and to collect all funds due or to become due under the Assigned Contracts and the Assigned Personal Property Leases.

(c) Seller hereby appoints Buyer, its successors and assigns, as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller, to collect or enforce for the account of Buyer, liabilities and obligations of third parties under the Assumed Liabilities; to institute and prosecute all proceedings they may deem proper in order to enforce any claim to obligations owed under the Assumed Liabilities, to defend and compromise any and all actions, suits or proceedings in respect of the Assumed Liabilities, and to do all such acts in relation to the Assumed Liabilities that Buyer may deem advisable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

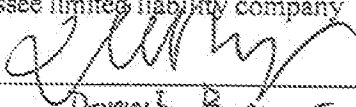
4. Further Assurances. After the Closing Date, each party will from time to time, at the other party's request and without further cost to the party receiving the request, execute and deliver to the requesting party such other instruments and take such other action as the requesting party may reasonably request so as to enable it to exercise and enforce its rights under and fully enjoy the benefits and privileges with respect to this Agreement and to carry out the provisions and purposes hereof.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in that state without giving effect to conflicts of law principles.

6. Counterparts. This Agreement may be signed in any number of counterparts and all such counterparts shall be read together and construed as one and the same document.

IN WITNESS WHEREOF, the Seller and the Buyer have duly executed this Assignment and Assumption and Bill of Sale as of the date first above written.

AM MED DIRECT, LLC,  
a Tennessee limited liability company

By:   
Name: Dennis Boring  
Title: CEO, PRESIDENT

ARRIVA MEDICAL, LLC  
a Florida limited liability company

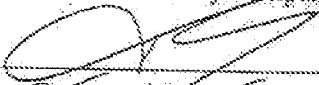
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Seller and the Buyer have duly executed this Assignment and Assumption and Bill of Sale as of the date first above written.

AM MED DIRECT, LLC,  
a Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARRIVA MEDICAL, LLC  
a Florida limited liability company

By:   
Name: Timothy Stockdale  
Title: CEO

Schedule 3.24(a)

Intellectual Property

Trademark	Registration No.
BETTER CARE PROGRAM	3185737
DIABETES DIRECT	3216631
AMMED DIRECT	3527565
BETTER CARE PLUS	3851328
BETTER CARE PLUS	3851327
BETTER CARE DIRECTIONS	3622782
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BETTER CARE UNIVERSITY	3702019
BETTER CARE RECIPES	3623547
BETTER CARE KITCHEN	3623546
BETTER CARE PROGRAM	3627614

The Company has the right to use the following copyrights:

Copyright	Copyright Number
AmMed Direct/Better Care Softcover 28-Pages Big Book of Diabetic Desserts	TX0007284437
AmMed Direct/Better Care Your Better Care Guide to Diabetes Medications	TX0006953022
Simple & delicious.	TX0006467940
Better care program: meal planning guide	TX0006606840