

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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Menper Distributors Inc.</td> <td></td> <td>05/08/2012</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Menper Distributors Inc.		05/08/2012	CORPORATION: FLORIDA																
Name	Formerly	Execution Date	Entity Type																								
Menper Distributors Inc.		05/08/2012	CORPORATION: FLORIDA																								
RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">F/F Medical Supplies, Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">15476 NW 77 Court, Suite #112</td> </tr> <tr> <td>City:</td> <td colspan="3">Miami Lakes</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">FLORIDA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">33016</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: FLORIDA</td> </tr> </table>				Name:	F/F Medical Supplies, Inc.			Street Address:	15476 NW 77 Court, Suite #112			City:	Miami Lakes			State/Country:	FLORIDA			Postal Code:	33016			Entity Type:	CORPORATION: FLORIDA		
Name:	F/F Medical Supplies, Inc.																										
Street Address:	15476 NW 77 Court, Suite #112																										
City:	Miami Lakes																										
State/Country:	FLORIDA																										
Postal Code:	33016																										
Entity Type:	CORPORATION: FLORIDA																										
PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>4138859</td> <td>FUNGI-HALT</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	4138859	FUNGI-HALT																		
Property Type	Number	Word Mark																									
Registration Number:	4138859	FUNGI-HALT																									
CORRESPONDENCE DATA																											
<p>Fax Number:</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Email: mferrer@fungi-halt.com</p> <p>Correspondent Name: Menper Distributors Inc.</p> <p>Address Line 1: 6500 NW 35th Ave</p> <p>Address Line 4: Miami, FLORIDA 33147</p>																											
NAME OF SUBMITTER:	Manuel Ferrer																										
Signature:	/Manuel Ferrer/																										
Date:	06/27/2012																										
<p>Total Attachments: 9</p> <p>source=Trademark Assignment#page1.tif</p> <p>source=Trademark Assignment#page2.tif</p>																											

OP \$40.00 4138859

source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif
source=Trademark Assignment#page7.tif
source=FH-Assignor Signature Page#page1.tif
source=FH-Assignee Signature Page#page1.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of May 8, 2012 ("Effective Date") by and between Menper Distributors, Inc., a Florida Corporation (the "Assignor") and F/F Medical Supplies, a Florida Corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor (i) has registered or (ii) has applied for the registration of those certain trademarks and/or service marks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Marks")

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto;
- (b) the registrations and applications for registrations each such Mark;
- (c) the goodwill of the business connected with and symbolized by each such Mark;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and

- (e) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. CONSIDERATION.

As consideration for the assignment of the Marks and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of twenty-five dollars (\$25), to be paid within ninety (90) days of the Effective Date (the "Consideration").

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

6. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

7. INDEMNIFICATION.

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Marks or their use, assignment, sale, or reproduction infringes or misappropriates any trademark, trade secret, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;

- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Marks by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

If the Assignee is enjoined from further use of any infringing Mark or if the Assignee stops using any of the Marks pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Marks;
- (b) modify the infringing Marks to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Marks to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Marks to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Marks not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

8. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

9. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver

to or of any other breach or default in the performance of the same or any other obligation.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
Alberto L. Perez
6500 NW 35th Avenue
Miami, Florida 33147

If to the Assignee:
Manuel Ferrer
840 NW 73 Terr.
Plantation, Florida 33317

11. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Florida. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

12. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

LIST OF TRADEMARKS AND/OR SERVICE MARKS

Trademark / Service Mark	Registration / Serial Number	File Date	Registered Date
FUNGI-HALT	4,138,859 / 85421388	September 13, 2011	May 8, 2012

