

## 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			
Name	Formerly	Execution Date	Entity Type
Med-Systems, Inc.		08/24/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Ascent Consumer Products, Inc.		
Street Address:	105 Baylis Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2205705	SINUCLEANSE	
Registration Number:	2893794	THE FIRST WORD IN SINUS RELIEF	
Registration Number:	3422026	SINUCLEANSE	
Registration Number:	3498494	SINUCLEANSE SQUEEZE	
Registration Number:	3577683	SAFE & IMMEDIATE SINUS RELIEF NATURALLY	
Registration Number:	3604638	KIDS MIST	
Serial Number:	85331043	NETI CAP	
CORRESPONDENCE DATA			
Fax Number:	9148401234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(914) 421-0500		
Email:	mail@levman.com		
Correspondent Name:	Howard F Mandelbaum		
Address Line 1:	222 Bloomingdale Road		
Address Line 2:	Suite 203		

Address Line 4: White Plains, NEW YORK 10605

ATTORNEY DOCKET NUMBER:

ASCE0030US

NAME OF SUBMITTER:

Howard F. Mandelbaum

Signature:

/Howard F. Mandelbaum/

Date:

08/31/2012

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Med-Systems, Inc., a Washington corporation, (hereinafter "ASSIGNOR"), having a mailing address of P.O. Box 45634, Madison, Wisconsin 53744, is the owner of the trademarks, applications for trademark registration, and trademark registrations listed in Schedule A, attached hereto; and

WHEREAS, Ascent Consumer Products, Inc., a New York corporation, having its principal place of business at 105 Baylis Road, Melville, New York, 11747 (hereinafter "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said trademarks, applications for trademark registration, trademark registrations, and the good will appertaining thereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign unto the said ASSIGNEE, all right, title and interest in and to the trademarks, applications for trademark registration, and trademark registrations listed in Schedule A, together with the good will of the business symbolized by the trademarks, and with all claims for damages by reason of past infringement of said trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

ASSIGNOR warrants that, except as set forth on Schedule A, each of the assigned trademarks is currently in use by ASSIGNOR, that there have been no judgments adversely affecting ASSIGNOR's rights in the trademarks, applications for trademark registration, or trademark registrations, that ASSIGNOR is the exclusive owner of said trademarks, applications for trademark registration, and trademark registrations, that said trademarks, applications for trademark registration, and trademark registrations are in all respects free, clear and unencumbered, that ASSIGNOR has made no commitment with respect to the trademarks, applications for trademark registration, or trademark registrations that may or will impair ASSIGNEE'S rights hereunder; and ASSIGNOR has the full power and authority to make this assignment.

ASSIGNEE shall be solely responsible for preparing and filing all additional documentation (including but not limited to the execution and delivery of any and all affidavits, declarations, oaths, assignments and powers of attorney) as may be required to perfect or record the assignment of the trademarks, applications for trademark registration, and trademark registrations with the United States Patent and Trademark Office and the trademark offices of the countries in which applications for trademark registration and trademark registrations listed in Schedule A have been filed or granted. Assignor agrees to provide Assignee cooperation and assistance, at Assignee's request and reasonable expense, in the implementation or perfection of this Assignment including, without limitation, signing, including signing before a notary or other officer authorized to administer oaths where necessary, each document presented by Assignee in a form suitable for recording the assignment of each application for trademark registration and trademark registration in the national or regional trademark office having jurisdiction thereof.

*[Signature Page Follows]*

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In testimony whereof, each of ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by its duly authorized officers as of August 27, 2012.

MED-SYSTEMS, INC.

By: [Signature]  
David Gallo, CEO

8/24/2012  
Date

State of California )  
Washington )  
County of San Diego )

NOTARY CERTIFICATE

On 24 August, 2012, before me, Kenneth C Shook personally appeared David Gallo, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public residing at: San Diego  
Printed Name: Kenneth C Shook  
My Commission Expires: 2/14/13

(SEAL)



ASCENT CONSUMER PRODUCTS, INC.

By: [Signature]  
Matthew Kornberg, President  
Title: PRESIDENT

8/24/12  
Date

State of New York )  
County of Suffolk )

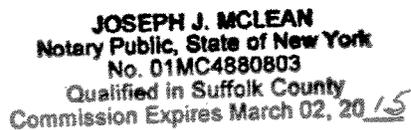
NOTARY CERTIFICATE

On August 24, 2012, before me, Joseph McLean <sup>Notary Public</sup> personally appeared Matthew Kornberg, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public  
Printed Name: Joseph J. McLean  
My Commission Expires: March 2, 2015

(SEAL)



*[Handwritten initials]*

SCHEDULE A

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>KIDS MIST</b>							
UNITED STATES	110855-TM11	4/8/2008	77/443,163	4/7/2009	3,604,638	REGISTERED	010
<b>NASOCLEANSE</b>							
EUROPEAN UNION	110855-tm13-cm	2/11/2009	007596108	10/7/2009	007596109	REGISTERED	
<b>NETI CAP</b>							
UNITED STATES	110855-01TM14	5/26/2011	85/331,043			PENDING	010
<b>SAFE &amp; IMMEDIATE SINUS RELIEF NATURALLY*</b>							
UNITED STATES	110855-TM09	2/6/2008	77/390,027	2/17/2009	3,577,683	REGISTERED	010
<b>SINUCLEANSE</b>							
AUSTRALIA*	MEDSYS007-AU	5/29/2008	1243799	5/29/2008	1243799	REGISTERED	010
CANADA	MEDSYS007CA	9/5/2007	1362403	11/20/2008	728960	REGISTERED	010
JAPAN*	110855-medsys07jp	6/3/2008	2008-042577	12/12/2008	5189046	REGISTERED	010
MEXICO*	110855-04MX1	9/13/2007	882082	8/13/2008	1054069	REGISTERED	010
NEW ZEALAND*	MEDSYS007-NZ	5/29/2008	790283	9/10/2009	790283	REGISTERED	010
UNITED STATES	MEDSYS007	8/14/2007	77/254,617	5/6/2008	3,422,026	REGISTERED	010
<b>SINUCLEANSE LOGO</b>							
CANADA	110855-01MEDS004CA	9/5/2007	1362402	11/20/2008	728962	REGISTERED	000
MEXICO*	110855-04MX2	9/13/2007	882083	9/13/2007	1100963	REGISTERED	010
UNITED STATES	MEDSYS004	10/28/1997	75/380,428	11/24/1998	2,205,705	REGISTERED	10
<b>SINUCLEANSE SQUEEZE</b>							
UNITED STATES	110855-001TM08	1/29/2008	77/382,188	9/9/2008	3,486,494	REGISTERED	010
<b>THE FIRST WORD IN SINUS RELIEF*</b>							
UNITED STATES	MEDSYS002	8/11/2003	76/539,412	10/12/2004	2,893,794	REGISTERED	10

\* Not currently being used

@ 8/14/12  
 RK