OP \$40,00 340178

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
Doctor Diabetic Supply, Inc.		12/06/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Doctor Diabetic Supply, LLC	
Street Address:	3660 Enterprise Way	
City:	Miramar	
State/Country:	FLORIDA	
Postal Code:	33025	
Entity Type:	: LIMITED LIABILITY COMPANY: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3401785	DOCTOR DIABETIC SUPPLY THE DOCTOR'S CHOICE

CORRESPONDENCE DATA

Fax Number: 3034732720

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (303) 473-2873

Email: lhtronco@hollandhart.com

Correspondent Name: Larry H. Tronco
Address Line 1: Holland & Hart LLP
Address Line 2: P.O. Box 8749

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	76438.0004
NAME OF SUBMITTER:	Larry H. Tronco
Signature:	/LARRY H. TRONCO/

TRADEMARK REEL: 004914 FRAME: 0725

900240535

Date:	12/06/2012	
Total Attachments: 3 source=2012.12.06 Trademark Assignment-signed#page1.tif source=2012.12.06 Trademark Assignment-signed#page2.tif source=2012.12.06 Trademark Assignment-signed#page3.tif		

TRADEMARK REEL: 004914 FRAME: 0726

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark (the "Assignment") is made and entered into as of this $\sqrt{}$ th day of December, 2012 (the "Effective Date"), by and between Doctor Diabetic Supply, Inc., a Florida corporation located at 3500 North Miami Avenue, Miami, Florida 33127 ("Assignor") and Doctor Diabetic Supply, LLC, a Florida limited liability company located at 3660 Enterprise Way, Miramar, Florida 33025 ("Assignee").

WHEREAS, Assignor wishes to assign all rights, title and interest that it may have in and to the composite mark set forth on Exhibit A, attached hereto and incorporated herein by this reference (the "Mark"), previously registered at the U.S. Patent and Trademark Office under Registration No. 3,401,785, together with all past and present residual goodwill that may exist, for mail order services, phone ordering services and on-line ordering services featuring products related to the treatment and testing of diabetics, including but not limited to, blood glucose monitoring systems, blood glucose strips, sterile lancets, lancet holders, sterile disposable alcohol swabs, apparatus designed to assist in treatment of erectile dysfunction, books and literature and training materials on the topic of diabetes; and

WHEREAS, Assignee wishes to acquire all rights, title and interest in and to the Mark, whether registered or unregistered, together with all of the goodwill associated with the Mark that may exist.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby assigns, conveys and transfers to Assignee, its successors and permitted assigns, all of Assignor's rights, title and interest, past and present, registered and unregistered, in and to the Mark, together with all of its goodwill that may exist in the United States or anywhere else in the world.
- 2. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, at Assignee's expense, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Mark, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitations, all documents necessary to register in the name of Assignee the assignment of the Mark with the U.S. Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.
- 3. This Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or

TRADEMARK REEL: 004914 FRAME: 0727 contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in their respective names by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Doctor Diabetic Supply, Inc.

Name: THOMY J. HARWARE

Title: MANAGER

ASSIGNEE:

Doctor Diabetic Supply, LLC

Name: Thorn J. HARGARTEN

Title: MANACER

Ехнівіт А

The Mark



5871134_1