

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
Salus Corporation d/b/a ICP Medical		12/21/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	ICP Medical, LLC		
Street Address:	10486 Baur Blvd.,		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3943666	R2 CURTAIN SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	865-546-4305		
Email:	mbradford@lng-patent.com		
Correspondent Name:	Michael J. Bradford		
Address Line 1:	P. O. Box 1849		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	68561.00		
NAME OF SUBMITTER:	Michael J. Bradford		
Signature:	/Michael J. Bradford/		

Date:

12/21/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on December 21, 2012, by and between **Salus Corporation, d/b/a ICP Medical**, a Missouri corporation ("*Assignor*"), and **ICP Medical, LLC**, a Delaware limited liability company ("*Assignee*"), pursuant to an Asset Purchase Agreement of even date herewith (the "*Purchase Agreement*"), by and among Assignor, Assignee, Thomas S. Huling, the Thomas S. Huling Revocable Trust, Joseph A. Graneto, III, and the Graneto Family Trust, pursuant to which Assignee is purchasing substantially all of the assets of Assignor. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on **Schedule A** hereto or that otherwise constitute a "Transferred Asset" under the Purchase Agreement (collectively, the "*Marks*"), together with all goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement and that certain Assignment and Assumption Agreement, dated as of the date hereof, by and among Assignee and Assignor, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth in full below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following:
 - (a) The Marks;
 - (b) All common law rights and goodwill associated with the Marks; and
 - (c) The right to recover damages for any and all past infringement upon or related to the Marks.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks.

6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

7. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Sellers contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

SALUS CORPORATION, d/b/a ICP MEDICAL

By: Joseph A. Graneto III
Name: Joe Graneto
Title: President

ASSIGNEE:

ICP MEDICAL, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

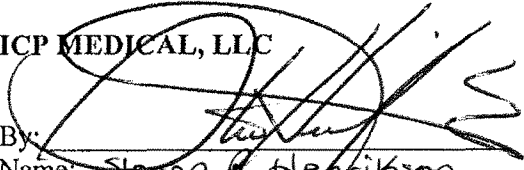
ASSIGNOR:

SALUS CORPORATION, d/b/a ICP MEDICAL

By: _____
Name: _____
Title: _____

ASSIGNEE:

ICP MEDICAL, LLC

By: 
Name: Steven R. Henrikson
Title: President and CEO

SCHEDULE A

MARK	FILED	REGISTRATION NO.	OWNER
R2 Curtain System	Aug. 3, 2010	3,943,666	Salus Corporation