

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
Matthew Spencer		12/31/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DXE Acquisition, Inc.		
Street Address:	P.O. Box 8023		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43016-2023		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4171900	DXE	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-861-6106		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Courtnei E. Thorpe		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	042040.000023		
NAME OF SUBMITTER:	Courtnei E. Thorpe		
Signature:	/Courtnei E. Thorpe/		

Date:

12/31/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among DXE Acquisition, Inc., an Ohio corporation ("Assignee"), DXE Medical, Inc., a Tennessee corporation ("DXE"), Second Life Biomedical, LLC, a Tennessee limited liability company ("Second Life"), AED.COM, LLC, a Tennessee limited liability company ("AED" and together with DXE and Second Life, the "Sellers"), and Matthew Spencer ("Assignor") and Julie A. Spencer, the equity holders of the Sellers, Assignee will purchase all of Sellers' right, title and interest in and to certain of the assets related to the conduct of the Business, and Buyer will assume certain of the liabilities and obligations of Sellers related to the conduct of the Business, on the terms and conditions set forth therein;

WHEREAS, Assignor owns the entire right, title and interest in and to the trademarks and trademark registrations set forth on Schedule A (hereinafter "Trademarks");

AND WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and set over unto Assignee, its legal representatives and its successors and assigns, the entire right, title and interest in and to the Trademarks (including any common law rights that may exist and are associated therewith), together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages by reason of past infringement of the Assignor's Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this present, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional reasonable acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in the Asset Purchase Agreement.

[signature page follows]

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid Trademarks to be assigned by its duly authorized officer.

ASSIGNOR
Matthew Spencer

By: Matthew B. Spencer

Name: MATTHEW B. SPENCER

Title: PRESIDENT

Date: _____

ASSIGNEE
DXE Acquisition, Inc.

By: _____

Name: Mark J. Dougherty

Title: Chief Financial Officer and Secretary

Date: _____

[Signature page to DXE Trademark Assignment]

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid Trademarks to be assigned by its duly authorized officer.

ASSIGNOR
Matthew Spencer

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE
DXE Acquisition, Inc.

By: Mark J. Dougherty

Name: Mark J. Dougherty

Title: Chief Financial Officer and Secretary

Date: _____

[Signature page to DXE Trademark Assignment]

Schedule A

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Registration Date	Recorded Owner
U.S.	DXE	Registered	76708590	2-Aug-2011	4171900	10-Jul-2012	Matthew Spencer