

## 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
Thera-Med, Inc.		05/04/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Apex Medical Corporation		
Street Address:	921 E. Amidon St.		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	CORPORATION: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2073137	THERA-MED	
Registration Number:	3074922	KIDDIE KOLD PAK	
Registration Number:	3084002	KIDDIE KOLD PAK	
Registration Number:	3190345	DUAL-TEMP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	509-324-9256		
Email:	Trademarks@leehayes.com, dwadkins@leehayes.com		
Correspondent Name:	Daniel M. Wadkins		
Address Line 1:	601 West Riverside Avenue, Suite 1400		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	0018TMUS		
NAME OF SUBMITTER:	Daniel M. Wadkins		

OP \$115.00 2073137

TRADEMARK

Signature:	/Daniel M. Wadkins/
Date:	06/03/2013
Total Attachments: 2 source=Sales20130529103508#page1.tif source=Sales20130529103508#page2.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 4th day of May, 2007 by and between **THERA-MED, INC.**, a Texas corporation, with its principal place of business at 921 E. Amidon St., Sioux Falls, South Dakota 57104 ("Assignor"), and **APEX MEDICAL CORPORATION**, a South Dakota corporation with its principal place of business at 921 E Amidon St., Sioux Falls, South Dakota 57104 ("Assignee") (each a "Party," and collectively, the "Parties").

The subject marks of this Assignment are as follows:

<i>Trademark</i>	<i>Application No.</i>	<i>Date of Registration</i>
"THERA-MED"	2,073,137	June 24, 1997
"KIDDIE KOLD PACK"	3,074,922	March 28, 2006
"KIDDIE KOLD PACK and design"	3,084,002	April 18, 2006
"DUAL-TEMP"	3,190,345	December 26, 2006

WHEREAS, Assignor is the owner of the trademark and associated trademark registrations described above (the "Mark"); and

WHEREAS, pursuant to a that certain Stock Purchase Agreement between the Parties dated May 4, 2007 (the "Purchase Agreement"); Assignee agrees to purchase certain specified assets from Assignor, including: (i) that portion of Assignor's business in which Assignor has a bona fide ownership interest in the Marks, and (ii) all of Assignor's right, title and interest in and to the Marks and any and all goodwill of the business symbolized by the Marks.

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

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks and any and all goodwill of the business symbolized by the Marks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.

3. Further Assurances. Assignor shall take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Mark, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESSES WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

**Assignor**

**Thera-Med, Inc.**

By: 

Name: Hallie Booth