

## 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
Boca Medical Products, Inc.		05/24/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Boca Med, LLC		
Street Address:	3775 NW 124th Avenue		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3334809	BOCA MEDICAL PRODUCTS	
Registration Number:	3334808	BOCA MEDICAL PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-873-8500		
Email:	trademarks@agg.com		
Correspondent Name:	Stephen M. Dorvee, Esq.		
Address Line 1:	171 17th Street, NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363-1031		
ATTORNEY DOCKET NUMBER:	23307.3		
NAME OF SUBMITTER:	Stephen M. Dorvee, Esq.		
Signature:	/smd/		

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TRADEMARK

Date:

06/04/2013

**Total Attachments: 20**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 25th day of May 2013 (the "Effective Date"), by and between Boca Medical Products, Inc., a Florida Corporation, having an address of 3550 NW 126th Avenue, Coral Springs, Florida 33065 (hereinafter referred to as "Assignor"), and Boca Med, LLC, d/b/a Boca Medical Products, a limited liability company, legally organized under the laws of Florida, whose address is 3775 NW 124th Ave Coral Springs, Florida 33065 (hereinafter referred to as "Assignee") (collectively, the "Parties").

WHEREAS, Assignor has adopted and used and is the owner of the Federal trademark registrations set forth on Schedule A, attached hereto, and incorporated herein by reference (the "Marks");

WHEREAS, the Parties desire to enter into this Assignment to affect the transfer of all right, title, and interest in and to the Marks to Assignee on a worldwide basis.


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

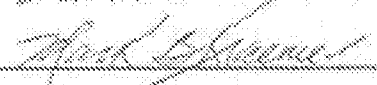
1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Marks on a worldwide basis, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable and necessary acts to vest in Assignee all right, title, and interest in and to the Marks, and to enable such right, title, and interest for the Marks to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.


3. Entire Agreement. This Assignment, along with the Asset Purchase Agreement, represents the entire agreement between the Parties regarding the Marks and supersedes any previous oral or written agreement, understanding, discussion, or other documentation to the contrary.

4. Construction. This Assignment is governed by Florida law.

"ASSIGNOR"  
Boca Medical Products, Inc.  
By: 

"ASSIGNEE"  
Boca Med, LLC d/b/a  
Boca Medical Products  
By: 

**SCHEDULE A**

TRADEMARK	REGISTRATION NO.	INTERNATIONAL CLASS(ES)	REGISTRATION DATE
BOCA MEDICAL PRODUCTS	3,334,809	5 and 10	11/13/2007
BOCA MEDICAL PRODUCTS & Design 	3,334,808	5 and 10	11/13/2007

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of August 31, 2012, between BOCA MED. LLC ("Buyer"), a Florida limited liability company, and BOCA MEDICAL PRODUCTS, INC, a Florida corporation ("Seller" and collectively with Buyer, the "Parties").

### Recitals

WHEREAS, Buyer is an affiliate of a member of the parent of Seller; and

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Seller, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I: PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of the Assets. As of the Effective Date, the Buyer shall purchase, or cause to be purchased, from the Seller, and the Seller shall sell, transfer, assign, convey and deliver to the Buyer all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens. "Purchased Assets" means each of the following assets in relation to the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of the Seller (other than the Excluded Assets):

- (a) ~~all accounts receivable except as set forth in Schedule 1.1(a);~~
- (b) all clients or customers;
- (c) all inventory related to or used or usable in connection with the Business;
- (d) the Purchased Intellectual Property;
- (e) all rights of the Seller under the Purchased Contracts including all claims or causes of action with respect to the Purchased Contracts;
- (f) all Documents that are related to the Business, including Documents relating to products, services, marketing, advertising, promotional materials, Purchased Intellectual Property, Purchased Contracts, customer files and documents (including credit information), supplier lists, customer lists, records, literature and correspondence, whether or not physically located on any of the premises of the Seller;
- (g) all Permits relating to the Business;
- (h) all supplies owned by the Seller and used in connection with the Business;
- (i) all rights of the Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold or services provided to the Seller or to the extent affecting any Purchased Assets; and

(j) all intangible assets associated with the Business, including the Purchased Intellectual Property.

1.2 **Excluded Assets.** Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the Seller shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean each of the following assets:

- (a) all cash on hand of the Seller;
- (b) all bank accounts of the Seller;
- (c) all minute books, organizational documents, stock registers and such other books and records of the Seller as pertain to ownership, organization or existence of the Business and duplicate copies of such records as are necessary to enable the Seller to file tax returns and reports; and
- (d) all abandoned or unclaimed property under any applicable state or local unclaimed property, escheat or similar Law.

1.3 **Assumption of Liabilities.** On the terms and subject to the conditions set forth in this Agreement, at the Closing the Buyer shall assume, effective as of the Effective Date, only the following liabilities of the Seller (collectively, the "Assumed Liabilities"):

- (a) all Liabilities of the Seller under the Purchased Contracts that arise out of or relate to the period from and after the Effective Date;
- (b) all Liabilities listed in Schedule 1.3(b).

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities will not include (i) any Liability relating to or arising out of any violation of Law by, or any Proceeding against, the Seller or any breach, default or violation by the Seller of or under any Purchased Contracts on or prior to the Effective Date; (ii) all Liabilities in respect of any products sold and/or services performed under the Purchased Contracts by the Seller on or before the Effective Date; (iii) any Liability associated with the operation of the Business of the Seller prior to the Effective Date; (iv) all Liabilities in respect of any pending or threatened Proceeding, or any claim arising out of, relating to or otherwise in respect of the operation of the Business to the extent such Proceeding or claim relates to such operation on or prior to the Effective Date; (v) all Liabilities relating to any dispute with any client or customer of the Business existing as of the Effective Date or based upon, relating to or arising out of events, actions, or failures to act prior to the Effective Date; (vi) any Liability relating to any business of the Seller that is not part of the Business; (vii) any Liability relating to an Excluded Asset; and (viii) any Liability not listed in clause (a) or (b) of this Section 1.3 (collectively (i) through (viii), the "Excluded Liabilities").

1.4 **Purchase Price.** The aggregate purchase price to be paid by the Buyer for the Purchased Assets to the Seller, or cause to be paid to Seller within 120 days of the Closing Date, by bank wire transfer of immediately available funds to an account designated in writing by Seller is the amount equal to the amount set forth in Exhibit A.

## ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants solely to Buyer as follows:

2.1 Validity and Enforceability. Seller has the capacity or the requisite power, capacity and authority, as the case may be, to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements. This Agreement and each of the Ancillary Agreements have been duly executed and delivered by Seller and, assuming execution and delivery by Buyer, represent the legal, valid and binding obligation of Seller enforceable against Seller in accordance with their respective terms.

2.2 No Conflict. Except as set forth in Schedule 2.2, neither the execution of this Agreement, the Ancillary Agreements or the other documents contemplated herein, nor the performance by the Seller of its obligations hereunder or thereunder will (a) violate or conflict with the articles of incorporation or the bylaws (or equivalent documents) of the Seller or any Law or Order applicable to the Seller or by which any of its properties or assets are bound, (b) violate, conflict with or result in a breach or termination of, or otherwise give any Person additional rights or compensation under, or the right to terminate or accelerate, or the loss of a material benefit under, or constitute (with notice or lapse of time, or both) a default under the terms of any Contract to which the Seller is a party or by which any of the assets or the properties of the Seller are bound or (c) result in the creation or imposition of any Lien with respect to, or otherwise have an adverse effect upon, the properties or assets of the Seller.

2.3 Litigation. There is no Order and no Proceeding pending, or to the knowledge of Seller, threatened against Seller or Order to which Seller is subject which would restrict the ability of Seller to consummate the transactions contemplated in this Agreement and the Ancillary Agreements and otherwise perform each of Seller's obligations hereunder and thereunder.

### ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Existence and Good Standing. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Power. The Buyer has the limited liability company power and authority to execute, deliver and perform fully its obligations under this Agreement and the Ancillary Agreements.

3.3 Validity and Enforceability. Buyer has the capacity or the requisite power, capacity and authority, as the case may be, to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements. This Agreement and each of the Ancillary Agreements represent the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms.

3.4 No Conflict. Neither the execution of this Agreement or the Ancillary Agreements, nor the performance by Buyer of its obligations hereunder or thereunder, will (a) violate or conflict with any Law or Order applicable to Buyer or by which any of its properties or assets are bound, (b) violate, conflict with or result in a breach or termination of, or otherwise give any Person additional rights or compensation under, or the right to terminate or accelerate, or the loss of a material benefit under, or constitute (with notice or lapse of time, or both) a default under the terms of any contract to which Buyer is a party or by which any of the assets or the properties of Buyer are bound or (c) result in the creation or imposition of any Lien with respect to, or otherwise have an adverse effect upon, the properties or assets of Buyer.

3.5 Consents. No consent, approval or authorization of any Person or Governmental Authority is required in connection with the execution and delivery by the Buyer of this Agreement or the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby.

3.6 Litigation. There is no Proceeding or Order pending or, to the actual knowledge of Buyer, threatened against Buyer or Order to which Buyer is subject which would restrict the ability of Buyer to consummate the transactions contemplated in this Agreement and the Ancillary Agreements and otherwise perform each of Buyer's obligations hereunder and thereunder.

3.7 Brokers. No Person has acted directly or indirectly as a broker, finder or financial advisor for Buyer in connection with the negotiations relating to the transactions contemplated by this Agreement, and no Person is entitled to any fee or commission or like payment in respect thereof based in any way on any agreement, arrangement or understanding made by or on behalf of Buyer.

#### ARTICLE 4: DELIVERIES AND OTHER ACTIONS

4.1 Closing. The closing of the transactions contemplated hereby (the "Closing") will take place at the offices of Seller on the Closing Date.

4.2 Deliveries by Seller. On the Closing Date, Seller shall deliver, or cause to be delivered, to Buyer the following items:

- (a) a copy of the Bill of Sale, duly executed by the Seller;
- (b) a copy of the Assignment and Assumption Agreement, duly executed by the Seller;
- (c) a reasonably current good standing certificate of the Seller issued by the secretary of state of the State of Florida and in each state in which the Seller is qualified to do business as a foreign corporation;
- (d) a copy of the articles of incorporation of the Seller, certified by the secretary of state of the State of Florida, and a copy of the bylaws (or equivalent document) of the Seller, certified by an officer of the Target;
- (e) the original corporate record books and stock record books of the Target;
- (f) payoff letters and appropriate termination statements under the Uniform Commercial Code and other instruments as may be requested by the Buyer to extinguish Indebtedness of the Company and all security interests in the Purchased Assets related thereto to the extent directed by the Buyer or its lenders;
- (g) Schedule 1.1(a), Schedule 1.3(b), Schedule 2.2, and Schedule 5.1(ii);
- (h) the consents listed on Schedule 4.2(i);
- (i) the contracts relating to Arkray, Arriva Medical, Invacare Supply Group, Inc., US Diagnostics, Inc., CCS Medical, Inc., Nipro Diagnostics, Inc. and Quest Diagnostics;

*R. H. B.*



(j) a non-foreign person affidavit that complies with the requirements of Section 1445 of the Code, executed by Seller and in form and substance reasonably satisfactory to Buyer; and

(k) such other documents and instruments as Buyer reasonably requests to consummate the transactions contemplated by this Agreement.

4.3 Deliveries by Buyer. On the Closing Date, Buyer shall deliver, or cause to be delivered, to Seller the following items:

(a) the Purchase Price;

(b) a copy of the Assignment and Assumption Agreement, duly executed by the Buyer; and

(c) such other documents and instruments as Seller reasonably requests to consummate the transactions contemplated by this Agreement.

#### ARTICLE 5: DEFINITIONS

5.1 Certain Definitions. The following capitalized words and phrases shall have the following meanings when used in this Agreement:

(a) "Affiliate" of any Person means any person directly or indirectly controlling, controlled by, or under common control with, any such Person and any officer, director or controlling person of such Person. The term "Affiliate" also includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of such Person.

(b) "Agreement" has the meaning set forth in the preamble.

(c) "Ancillary Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, and each certificate or consent contemplated by this Agreement or to be executed by the Buyer or the Seller in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

(d) "Assignment and Assumption Agreement" means that certain assignment and assumption agreement, dated as of the Effective Date, by and between the Buyer and the Seller, in substantially the form attached hereto as Exhibit B.

(e) "Assumed Liabilities" has the meaning set forth in Section 1.3.

(f) "Bill of Sale" means that certain bill of sale, dated as of the Effective Date, executed and delivered by the Seller and delivered to the Buyer, in substantially the form attached hereto as Exhibit C.

(g) "Business" means the business of buying, selling and manufacturing medical supplies.

- (h) "Claims Notice" has the meaning set forth in Section 7.4(a).
- (i) "Closing" has the meaning set forth in Section 4.1.
- (j) "Closing Date" means November \_\_, 2012.
- (k) "Copyrights" means all copyrights, whether in published or unpublished works, databases, data collections and rights therein, mask work rights, software, web site content; rights to compilations, collective works and derivative works of any of the foregoing and moral rights in any of the foregoing; registrations and applications for registration for any of the foregoing and any renewals or extensions thereof; and moral rights and economic rights of others in any of the foregoing.
- (l) "Documents" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, lists of past, present and/or prospective customers, supplier lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Business and the Purchased Assets, in each case whether or not in electronic form.
- (m) "Domain Names" means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet, all applications for any of the foregoing and the goodwill of the business associated with each of the foregoing.
- (n) "Effective Date" means August 31, 2012.
- (o) "Excluded Assets" has the meaning set forth in Section 1.2.
- (p) "Excluded Liabilities" has the meaning set forth in Section 1.3.
- (q) "Expiration Date" has the meaning set forth in Section 7.3(a).
- (r) "Governmental Authority" means any government or political subdivision or regulatory authority, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision or regulatory authority, or any federal, state, local or foreign court or arbitrator.
- (s) "Indemnified Party" has the meaning set forth in Section 7.4(a).
- (t) "Indemnifying Party" has the meaning set forth in Section 7.4(a).
- (u) "Intellectual Property" means Copyrights, Domain Names, Patents, [software], Trademarks and Trade Secrets.
- (v) "Law" means any law, statute, code, ordinance, rule, regulation or other requirement of any Governmental Authority.

(w) "Liability" means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation of any nature whatsoever (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

(x) "Liability Claim" has the meaning set forth in Section 7.4(a).

(y) "Lien" means any mortgage, pledge, hypothecation, deed of trust, lease, rights of others, right of first refusal, claim, security interest, encumbrance, easement, servitude, proxy, title defect, title retention agreement, voting trust agreement, transfer restriction, community property interest, option, lien, charge or similar restrictions or limitations of any kind, or any subordination agreement in favor of another Person.

(z) "Litigation Conditions" has the meaning set forth in Section 7.4(b).

(aa) "Losses" means any losses, liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, loss of tax benefits, costs, fees, expenses (including, without limitation, reasonable attorneys' fees) and disbursements.

(bb) "Nonassignable Assets" has the meaning set forth in Section 8.2(b).

(cc) "Order" means any order, judgment, injunction, assessment, award, decree, ruling, charge or writ of any Governmental Authority.

(dd) "Patents" means all patents, industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Authority, including all provisional applications, non-provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, re-examinations or equivalents or counterparts of any of the foregoing; and moral and economic rights of inventors in any of the foregoing.

(ee) "Permit" means any permit, license, approval, certificate, qualification, consent or authorization issued by a Governmental Authority relating to the Business.

(ff) "Person" means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other entity.

(gg) "Proceeding" means any demand, charge, complaint, action, suit, proceeding, arbitration, hearing, audit, investigation or claim of any kind (whether civil, criminal, administrative, investigative, informal or other, at law or in equity) commenced, filed, brought, conducted or heard by, against, to, of or before or otherwise involving, any Governmental Authority.

(hh) "Purchased Assets" has the meaning set forth in Section 1.1.

(ii) "Purchased Contracts" means all Contracts to which the Seller is a party that are related to or used or usable in connection with the Business.

(jj) "Purchased Intellectual Property" means all Intellectual Property owned, held or used by Seller in the conduct of the Business, together with all income, royalties, damages and payments due or payable as of the Closing or thereafter (including, without limitation, damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the rights to sue and collect damages for past, present or future infringements, misappropriations or other violations thereof, and any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world, and all copies and tangible embodiments of the foregoing, including, without limitation, the Intellectual Property listed on Schedule 5.1(j).

(kk) "Tax" means (a) any foreign, United States federal, state or local net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, partnership, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Law or Taxing Authority, whether disputed or not, including any liability under any state abandonment or unclaimed property, escheat or similar Law, (b) any liability for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of such amounts was determined or taken into account with reference to the liability of any other Person, (c) any liability for the payment of any amounts as a result of being a party to any tax sharing or allocation agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person, and (d) any liability for the payment of any of the foregoing types as a successor, transferee or otherwise.

(ll) "Tax Returns" means all Tax returns, statements, reports, elections, schedules, claims for refund, and forms (including estimated Tax or information returns and reports), including any supplement or attachment thereto and any amendment thereof.

(mm) "Taxing Authority" means any Governmental Authority responsible for the administration or the imposition of any Tax.

(nn) "Trademarks" means trademarks, service marks, fictional business names, trade names, legal name, commercial names, certification marks, collective marks, and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; registrations, renewals, applications for registration, equivalents and counterparts of the foregoing; and the goodwill of the business associated with each of the foregoing.

(oo) "Trade Secrets" means anything that would constitute a "trade secret" under applicable law, and all other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know-how, research and development technology, confidential information, proprietary information, customer lists, software and technical information; and moral and economic rights of authors and inventors in any of the foregoing.

(pp) "Transfer Taxes" has the meaning set forth in Section 6.3.

## ARTICLE 6: OTHER RIGHTS AND COVENANTS

6.1 Commercially Reasonable Efforts. The Seller shall use its commercially reasonable efforts to obtain at the earliest practicable date all consents, waivers and approvals from, and provide all notices to, all Persons, which consents, waivers, approvals and notices are required to consummate, or in connection with, the transactions contemplated by this Agreement. All such consents, waivers, approvals and notices shall be in writing and in form and substance satisfactory to the Buyer, and executed counterparts of such consents, waivers and approvals shall be delivered to the Buyer promptly after receipt thereof, and copies of such notices shall be delivered to the Buyer promptly after the making thereof. Notwithstanding anything to the contrary in this Agreement, neither the Buyer nor any of its Affiliates shall be required to pay any amounts in connection with obtaining any consent, waiver or approval.

6.2 Further Assurances. The Seller shall use its commercially reasonable efforts to (a) take, or cause to be taken, all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to the obligations to consummate the transactions contemplated by this Agreement.

6.3 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes, fees and charges (including any penalties and interest) imposed on the Buyer or the Seller in connection with this Agreement and the Ancillary Agreements ("Transfer Taxes") will be borne and paid by the Buyer when due, and the Seller will file or cause to be filed all necessary Tax Returns and other documentation with respect to all such Transfer Taxes. Within ten (10) days after payment, Seller shall provide Buyer with copies of all Tax Returns for Transfer Taxes and evidence that such Transfer Taxes have been paid. The Buyer shall reimburse the Seller one hundred percent (100%) of the expenses associated with filing all necessary Tax Returns and other documentation referred to in the previous sentence. If the Seller is required by law to remit payment for such Transfer Taxes, the Buyer shall reimburse the Seller for all of the Transfer Taxes, including all of the expenses associated with such filing actually paid within fourteen (14) days of written demand therefor accompanied by supporting documentation of the amount of Transfer Taxes paid and proof of payment.

6.4 Prorations. The Seller shall bear all property and ad valorem tax liability with respect to the Purchased Assets or the Business if the lien or assessment date arises prior to the Effective Date irrespective of the reporting and payment dates of such taxes. All other real property taxes, personal property taxes, or ad valorem obligations and similar recurring taxes and fees on the Purchased Assets or the Business for taxable periods beginning before, and ending after, the Effective Date, shall be prorated between the Buyer and the Seller as of the Effective Date. The Seller shall be responsible for all such taxes and fees on the Purchased Assets or the Business accruing during any period up to and including the Effective Date. The Buyer shall be responsible for all such taxes and fees on the Purchased Assets accruing during any period beginning the day after the Effective Date. With respect to Taxes described in this Section 6.4, the Seller shall timely file all Tax Returns due on or before the Effective Date with respect to such Taxes and the Buyer shall prepare and timely file all Tax Returns due after the Effective Date with respect to such Taxes. If one party remits to the appropriate Taxing Authority payment for Taxes, which are subject to proration under this Section 6.4 and such payment includes the other party's share of such Taxes, such other party shall reimburse the remitting party for the other party's share of such Taxes within fourteen (14) days of written demand therefor accompanied by supporting documentation of the amount of such Taxes paid and proof of payment.

## ARTICLE 7: INDEMNIFICATION

7.1 Indemnification by Seller. Seller shall indemnify and hold harmless Buyer from and against any and all Losses based upon, arising out of or otherwise in respect of (A) any inaccuracies in or any breach of any representation or warranty of Seller contained in this Agreement or the Ancillary Agreements, (B) any breach of the covenants or agreements contained in this Agreement or the Ancillary Agreements, (C) the Excluded Liabilities, and (D) any Liability associated with the operation of the Business prior to the Closing.

7.2 Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller and its officers, directors, employees, agents, stockholders and Affiliates (collectively, the "Seller Parties") from and against any and all Losses based upon, arising out of or otherwise in respect of (A) any inaccuracies in or any breach of any representation or warranty of Buyer contained in this Agreement or the Ancillary Agreements, (B) any breach of the covenants or agreements contained in this Agreement or the Ancillary Agreements, (C) the Assumed Liabilities, (D) any Liability associated with the operation of the Business on or after the Closing and (E) any selling expenses.

### 7.3 Survivability; Limitations.

(a) The representations and warranties of Seller contained in this Agreement will survive for a period ending on the one year anniversary of the Effective Date (the "Expiration Date"); provided, however, that any Liability Claim pending on any Expiration Date for which a Claims Notice has been given in accordance with Section 7.4 on or before such Expiration Date may continue to be asserted and indemnified against until finally resolved. All of the covenants and agreements of Seller and Buyer contained in this Agreement will survive after the Closing Date in accordance with their terms.

(b) Notwithstanding anything to the contrary contained in this Article 7, Seller will not have any liability pursuant to Sections 7.1(A) until the aggregate amount of all such Losses sustained by Buyer exceeds 1% of the Purchase Price, in which case Seller will be liable for all such Losses without regard to such amount; provided, however, that the limitation set forth in this Section 7.3(b) will not apply in the case of fraud, intentional misrepresentation, gross negligence or deliberate or willful breach.

(c) Notwithstanding anything to the contrary contained in this Article 7, Seller will have no liability pursuant to Sections 7.1(A) in excess of 10% of the Purchase Price; provided, however, that the limitation set forth in this Section 7.3(c) will not apply in the case of fraud, intentional misrepresentation, gross negligence or deliberate or willful breach.

(d) All indemnity payments shall be treated as adjustments to the Purchase Price for all Tax purposes except to the extent required by Law.

### 7.4 Notice and Opportunity to Defend.

(a) Notice of Asserted Liability. As soon as is reasonably practicable after the Seller Parties, on the one hand, or Buyer, on the other hand, becomes aware of any direct or third-party claim that such party has under Section 7.1 that may result in a Loss (a "Liability Claim"), such party (the "Indemnified Party") shall give notice of such Liability Claim (a "Claims Notice") to the other party (the "Indemnifying Party"). A Claims Notice must describe the Liability Claim in reasonable detail and must indicate the amount (estimated, if

necessary and to the extent feasible) of the Loss that has been or may be suffered by the Indemnified Party. No delay in or failure to give a Claims Notice by the Indemnified Party to the Indemnifying Party pursuant to this Section 7.4(a) will adversely affect any of the other rights or remedies that the Indemnified Party has under this Agreement or alter or relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party to the extent that such delay or failure has not materially prejudiced the Indemnifying Party.

(b) Opportunity to Defend. The Indemnifying Party has the right, exercisable by written notice to the Indemnified Party within 15 days after receipt of a Claims Notice from the Indemnified Party of the commencement or assertion of any Liability Claim in respect of which indemnity may be sought under this Article 7, to assume and conduct the defense of such Liability Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party; provided, however, that the (i) defense of such Liability Claim by the Indemnifying Party will not, in the reasonable judgment of the Indemnified Party, have a material adverse effect on the Indemnified Party; (ii) Indemnifying Party has sufficient financial resources, in the reasonable judgment of the Indemnified Party, to satisfy the amount of any adverse monetary judgment that is reasonably likely to result; (iii) Liability Claim solely seeks (and continues to seek) monetary damages; (iv) the Liability Claim does not include criminal charges and (v) Indemnifying Party expressly agrees in writing to be fully responsible for all Losses relating to such Liability Claim (the conditions set forth in clauses (i) through (v) are, collectively, the "Litigation Conditions"). If the Indemnifying Party does not assume the defense of a Liability Claim in accordance with this Section 7.4(b), the Indemnified Party may continue to defend the Liability Claim. If the Indemnifying Party has assumed the defense of a Liability Claim as provided in this Section 7.4(b), the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense of the Liability Claim; provided, however, that if (i) any of the Litigation Conditions ceases to be met or (ii) the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Liability Claim, the Indemnified Party may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection with such defense. The Indemnifying Party or the Indemnified Party, as the case may be, has the right to participate in (but not control), at its own expense, the defense of any Liability Claim that the other is defending as provided in this Agreement. The Indemnifying Party, if it has assumed the defense of any Liability Claim as provided in this Agreement, may not, without the prior written consent of the Indemnified Party, consent to a settlement of, or the entry of any judgment arising from, any such Liability Claim that (i) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a complete release from all liability in respect of such Liability Claim, (ii) grants any injunctive or equitable relief or (iii) may reasonably be expected to have an adverse effect on the affected business of the Indemnified Party. The Indemnified Party has the right to settle any Liability Claim, the defense of which has not been assumed by the Indemnifying Party.

7.5 Exclusive Remedy. The sole recourse and exclusive remedy of the Buyer against the Seller arising out of any of this Agreement or the Ancillary Agreements, or otherwise arising from the Buyer's acquisition of the Purchased Assets, shall be to assert a claim for indemnification under the indemnification provisions of this Article 7.

## ARTICLE 8: POST-CLOSING MATTERS

8.1 Right to Control Payment. The Buyer shall have the right, but not the obligation, to make any payment due from the Seller with respect to any Excluded Liabilities which are not paid by the Seller within five business days following written request for payment from the Buyer; provided, however, that if the Seller advises the Buyer in writing during such five business day period that a good faith payment dispute exists or the Seller has valid defenses to non-payment with respect to such Excluded Liability, then the Buyer shall not have the right to pay such Excluded Liability. The Seller agrees to reimburse the Buyer promptly and in any event within five business days following written notice of such payment by the Buyer for the amount of any payment made by the Buyer pursuant to this Section 8.1.

### 8.2 Further Conveyances and Assumptions; Consent of Third Parties.

(a) From time to time following the Closing, the Seller and the Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to the Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Buyer under this Agreement and the Ancillary Agreements and to assure fully to the Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by the Buyer under this Agreement and the Ancillary Agreements, and to otherwise make effective the transactions contemplated hereby and thereby.

(b) Nothing in this Agreement nor the Ancillary Agreements shall be construed as an attempt or agreement to assign any Purchased Asset, including any Purchased Contract, Permit, certificate, approval, authorization or other right, which by its terms or by Law is nonassignable without the consent of a third party or a Governmental Authority or is cancelable by a third party in the event of an assignment ("Nonassignable Assets") unless and until such consent shall have been obtained. The Seller shall, and shall cause its Affiliates to, use its, his or their best efforts to cooperate with the Buyer at its request in endeavoring to obtain such consents promptly. To the extent permitted by applicable Law, in the event consents to the assignment thereof cannot be obtained, such Nonassignable Assets shall be held by the Seller or the applicable Affiliate of the Seller in trust for the Buyer and the covenants and obligations thereunder shall be performed by the Buyer in the Seller's or such Affiliate's name and all benefits and obligations existing thereunder shall be for the Buyer's account. The Seller shall take or cause to be taken at the Seller's expense such actions in its or their name or otherwise as the Buyer may reasonably request so as to provide the Buyer with the benefits of the Nonassignable Assets and to effect collection of money or other consideration that becomes due and payable under the Nonassignable Assets, and the Seller, as the case may be, shall promptly pay over to the Buyer all money or other consideration received by it in respect of all Nonassignable Assets. As of and from the Closing Date, the Seller on behalf of itself and its Affiliates authorizes the Buyer, to the extent permitted by applicable Law and the terms of the Nonassignable Assets, at the Buyer's expense, to perform all the obligations and receive all the benefits of the Seller or its Affiliates under the Nonassignable Assets and appoints the Buyer or its attorney-in-fact to act in its name on its behalf or in the name of the applicable Affiliate of the Seller and on such Affiliate's behalf with respect thereto.

### 8.3 Remittances and Erroneous Transfers.



(a) After the Closing, if the Seller (or any of its Affiliates) receives any amount that is properly due and owing to the Buyer in accordance with the terms of this Agreement, the Seller shall promptly remit, or shall cause to be remitted, such amount by check to the Buyer by wire transfer into an account or accounts of the Buyer and/or any Person the Buyer designates in writing. After the Closing, if the Buyer (or any of its Affiliates) receives any amount that is properly due and owing to the Seller in accordance with the terms of this Agreement, the Buyer promptly shall remit, or shall cause to be remitted, such amount by wire transfer into an account or accounts of the Seller or any Person the Seller may designate in writing.

(b) After the Closing, if the parties determine that (i) Seller (or any of its Affiliates) has retained any assets that should have been transferred to the Buyer hereunder, the Seller shall promptly transfer, or cause to be transferred, such assets to the Buyer and the Buyer shall be obligated to accept such assets, or (ii) the Seller (or any of its Affiliates) has received title to any assets that should have been retained by the Buyer hereunder, the Seller shall transfer, or cause to be transferred, promptly such assets to the Buyer and the Buyer shall be obligated to accept such assets.

8.4 Legal Name Change. Within three (3) business days after the Closing Date, the Seller shall change its legal name with the secretary of state of the State of Florida. The new legal name of the Seller will not have (1) any of the words that comprise its current name or words of similar import or (2) the word medical or words of similar import.

#### ARTICLE 9: MISCELLANEOUS

9.1 Severability. If any provision of this Agreement or the application of any provision of this Agreement to any party or circumstance is, to any extent, adjudged invalid or unenforceable, the application of the remainder of such provision to such party or circumstance, the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement will not be affected thereby.

9.2 Headings. The headings contained in this Agreement are included for purposes of convenience only, and do not affect the meaning or interpretation of this Agreement.

9.3 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if drafted jointly by the parties and no presumption or burden of proof must arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The word "including" means including without limitation. Any reference to the singular in this Agreement also includes the plural and vice versa.

9.4 Counterparts. This Agreement may be executed in two counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.5 Integration, Modification and Waiver. This Agreement, together with the exhibits, schedules and certificates or other instruments delivered under this Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings of the parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by Buyer and Seller; provided, however, that no amendment may be made that is prohibited by Law or that alters the liabilities or indemnities contained in this

Agreement in any material respect without the approval of the affected parties. No waiver of any of the provisions of this Agreement will be deemed to be or will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

9.6 Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflict or choice of law rule that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties hereto agree to submit to the exclusive jurisdiction of the federal or state courts in Broward County, Florida, for the purposes of all legal proceedings and that they waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to proceedings in that court. All covenants and agreements hereunder shall inure to the benefit of and be enforceable by the personal representatives, successors and assigns of Buyer and Seller.

9.7 Expenses. The Buyer shall bear all of the expenses incurred or to be incurred in connection with the execution and delivery of this Agreement, the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby.

9.8 No Assignment. The rights and obligations of Buyer under this Agreement may not be assigned without the prior written consent of Seller.

9.9 Recitals. The recitals are incorporated into and made a part of this Agreement as if set forth herein at length.

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1/18/83

IN WITNESS WHEREOF, the parties have executed this Agreement on November 26, 2012.

BOCA MEDICAL PRODUCTS, INC.

By: 

Name: Robert J. Edwards Sr.  
Title: Director

BOCA MED, LLC

By: 

Name: Matt L. Wheeler  
Title: President

**EXHIBIT A**  
**PURCHASE PRICE**

The Purchase Price will be calculated by adding or subtracting, as appropriate, to zero the metrics below.

- 1) All inventory purchased by Buyer (excluding pre-paid) will be credited against the value remaining inventory at the Effective Date.
- 2) On the remaining inventory at the Effective Date:  
  
Buyer will pay \$0.41 per box for twist-off lancets.  
  
Buyer will pay \$0.48 per box for pull-top lancets.
- 3) Buyer will pay actual cost of remaining devices.
- 4) Buyer will pay for the outstanding pre-paid made by the Seller.
- 5) Amount equal to the sum of all accounts receivable as of the Effective Date.

*Handwritten initials/signature*

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**EXHIBIT B**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**



EXHIBIT C  
BILL OF SALE

*[Handwritten signature]*