

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
United States Pharmaceutical Group, LLC (d/b/a NationsHealth)		12/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Arriva Medical, LLC		
Street Address:	4252 NW 120th Avenue		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2807472	NATIONSHEALTH	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617.832.1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Jason Steinman, Associate, Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	23535.00219		
NAME OF SUBMITTER:	Linda Casey, Sr. Paralegal		
Signature:	/Linda Casey/		

Date:

07/26/2013

Total Attachments: 3

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 4, 2012, is made by United States Pharmaceutical Group, LLC (d/b/a NationsHealth), a Delaware limited liability company ("Assignor"), to Arriva Medical, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 16, 2012 (the "Purchase Agreement"), by and among Alere Inc., a Delaware corporation, Assignee, Alere Switzerland GmbH, a company organized under the laws of Switzerland, Assignor, and NationsHealth, Inc. a Delaware corporation; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, all of the rights, title and interest of Assignor in and to the Marks, including, without limitation, the Mark described on Schedule A attached hereto, and the goodwill of the Business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor does hereby sell, transfer, assign and convey unto Assignee, all of its right, title and interest in and to the Marks, together with (i) the registrations of the Marks, (ii) the goodwill of the Business symbolized by and associated with the Marks and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof or such associated goodwill. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Marks in a form acceptable for recordation in both the United States Patent and Trademark Office and the corresponding entity or agency in any applicable foreign country.

This Assignment is subject to all the terms and conditions of the Purchase Agreement. This Assignment does not modify the terms of the Purchase Agreement. Assignor, by its execution of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any Party under the Purchase Agreement shall be deemed to be enlarged, reduced, modified or altered in any way by this instrument. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

UNITED STATES PHARMACEUTICAL GROUP, LLC

By: 

Name: Timothy Fairbanks
Title: Chief Financial Officer
and Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

SUBSCRIBED AND SWORN to before me on this 3 day of DECEMBER, 2012, appeared Timothy Fairbanks, the person who signed this instrument, who acknowledged that he/she is the Chief Financial Officer and Secretary of United States Pharmaceutical Group, LLC and that being duly authorized he/she signed such instrument as a free act on behalf of United States Pharmaceutical Group, LLC.

Adelaida Savard.
Notary Public

My Commission Expires: MAY 20, 2014



SCHEDULE A

TRADEMARKS

Trademark	Country	File Date	Serial No.	Reg. Date	Reg. No.
NATIONSHEALTH	United States	August 23, 2002	78157215	January 20, 2004	2807472

Schedule A to Trademark Assignment