

## 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
DEWEY B. DARROW		09/13/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	JOERNS HEALTHCARE, LLC		
Street Address:	2430 WHITEHALL PARK DRIVE		
Internal Address:	SUITE 100		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4115660	ERGO RAIL SYSTEM	
Registration Number:	4115661	SAVING NURSES ONE BACK AT A TIME	
CORRESPONDENCE DATA			
Fax Number:	7048054728		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-338-5369		
Email:	jhunter@nexsenpruet.com		
Correspondent Name:	Jayne Conway Hunter		
Address Line 1:	227 West Trade Street		
Address Line 2:	Stuie 1550		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	JOERNS GENERAL TM		
NAME OF SUBMITTER:	Jayne Conway Hunter		

Signature:	/Jayne Conway Hunter/
Date:	09/17/2013
<b>Total Attachments: 4</b> source=NEMS_Joerns Healthcare LLC Trademark Assignment _091313#page1.tif source=NEMS_Joerns Healthcare LLC Trademark Assignment _091313#page2.tif source=NEMS_Joerns Healthcare LLC Trademark Assignment _091313#page3.tif source=NEMS_Joerns Healthcare LLC Trademark Assignment _091313#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT**, by and between Dewey B. Darrow ("Assignor"), and Joerns Healthcare, LLC, a Delaware limited liability company ("Assignee") is effective as of September 13, 2013 ("Assignment").

**WHEREAS**, Assignor is the sole and exclusive owner of the unencumbered right, title, and interest in and to the trademarks identified in Schedule A hereto ("Trademarks"), the U.S. trademark registrations identified in Schedule A ("Registrations"), and the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto;

**WHEREAS**, Assignor is the sole owner of all equity interests in New England Medical Systems Co. ("Seller");

**WHEREAS**, pursuant to an Asset Purchase Agreement by and among between Seller, Assignor and Joerns Services, LLC dated as of September 13, 2013 ("Purchase Agreement"), Seller is selling and assigning all of its right, title and interests in certain assets associated with Seller's business;

**WHEREAS**, in furtherance of the Purchase Agreement and in consideration of the benefits Assignor will receive as a result of the contemplated transaction, Assignor has agreed to assign, conveys, sells, and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, Registrations and the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto; and

**WHEREAS**, Assignee desires to acquire Assignor's right, title, and interest in and to said Trademarks, Registrations and the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

1. Assignor hereby irrevocably and unconditionally assigns, conveys, sells, and transfers to Assignee, its successors and assigns, free of all encumbrances, the entire worldwide right, title, and interest in perpetuity in and to the Trademarks, Registrations therefor, and the goodwill of the business and the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, without limitation, all common-law and statutory rights in the Trademarks and all other applications for registration and registrations therefor in the United States and any foreign countries; all rights to past, present and future claims for deceptive trade practices, dilution, false designations of origin, infringement, misappropriation, unauthorized use, unfair competition and any other causes of action based on any of the rights assigned herein; the right to collect, receive and sue for all future income derived from the use of the Trademarks or licensing of any of the rights assigned herein, including the right to all damages, profits, unpaid royalties and other awards associated therewith.
2. Representation and Warranty. Assignor represents and warrants that (a) Assignor is the exclusive owner of all right, title and interest in the Trademarks, Registrations and the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto; (b) its obligations under this Assignment are legally valid and binding obligations, enforceable in accordance with their terms; and (c) its performance of its obligations hereunder will not violate any applicable laws and will not constitute a breach or threatened breach of any contractual obligations of such Assignor.

3. Further Assurances. The parties hereto agree to reasonably cooperate with each other in connection with the implementation and performance of this Assignment. The Assignor hereto agrees to execute and deliver to Assignee such other documents and do such other acts and things, all Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.
4. Severability. The invalidity or unenforceability of any term or provision of this Assignment in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions of this Assignment or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction and the remaining terms and provisions shall remain in full force and effect.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but any of which shall constitute one and the same instrument.
6. Amendments. This Assignment may be amended, modified or supplemented at any time by the parties to this Assignment, only under an instrument in writing signed by the Assignor and the Assignee.
7. Governing Law. This Assignment and the rights, duties and obligations of the Parties hereunder is governed by, construed, and interpreted in accordance with the laws of the state of Delaware without regard to the application of such state's choice of law provisions.
8. Entire Agreement. This Assignment constitutes the entire agreement between the parties relating to the assignment of the Trademarks and this Assignment supersedes any prior oral or written agreement or understanding between the parties relating thereto.

IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date(s) set forth below.

ASSIGNOR: Dewey B. Darrow

Signature:

Printed Name: Dewey B. Darrow

Date: September 13, 2013

ASSIGNEE: Joerns Healthcare, LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: September 13, 2013

3. Further Assurances. The parties hereto agree to reasonably cooperate with each other in connection with the implementation and performance of this Assignment. The Assignor hereto agrees to execute and deliver to Assignee such other documents and do such other acts and things, all Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.
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IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date(s) set forth below.

ASSIGNOR: Dewey B. Darrow

ASSIGNEE: Joerns Healthcare, LLC

Signature: \_\_\_\_\_  
Printed Name: Dewey B. Darrow  
Date: September 13, 2013

Signature:   
Printed Name: MARK L. JONES  
Title: CEO  
Date: September 13, 2013

**Schedule A**

Trademarks	Reg. No.	Reg. Date
ERGO RAIL SYSTEM	4115660	March 20, 2012
SAVING NURSES ONE BACK AT A TIME	4115661	March 20, 2012