

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simplex Healthcare, Inc.		11/01/2013	CORPORATION: TENNESSEE

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: 8

Property Type	Number	Word Mark
Serial Number:	85268454	CONTROL
Serial Number:	85416969	DCC PRO-ED
Serial Number:	77082952	DIABETES CARE CLUB
Serial Number:	85347280	RX CARE CLUB
Serial Number:	85347285	RX CARE CLUB
Serial Number:	85228875	SIMPLEX
Serial Number:	85229177	SIMPLEX HEALTHCARE
Serial Number:	85268460	THE CARE COOKBOOK

CORRESPONDENCE DATA

Fax Number: 7816473939
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 781-314-4062
 Email: Jean.Maxwell@alere.com
 Correspondent Name: Jean M. Maxwell, Trademark Manager

CH \$215.00 85268454

Address Line 1: 51 Sawyer Road, Suite 200
Address Line 2: Alere Inc.
Address Line 4: Waltham, MASSACHUSETTS 02453

ATTORNEY DOCKET NUMBER: SIMPLEX2ARRIVA TMS11-1-13

NAME OF SUBMITTER: Jean M. Maxwell, Trademark Manager

Signature: /JeanMMaxwell/

Date: 02/07/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of November 1, 2013, is made by Simplex Healthcare, Inc., a Tennessee corporation (the "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 even date herewith (the "Purchase Agreement"), by and among Alere Inc., a Delaware corporation, A-Z Diabetes Care Club, LLC, a Tennessee limited liability company and a wholly owned subsidiary of Assignor and Diabetes Supply Holding Company, LLC, a Delaware limited liability company and wholly owned subsidiary of Assignor, Assignee and the Assignor (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 its rights, title and interest of such Assignor in and to the U.S. trademark applications and registrations described on Schedule A attached hereto ("Marks"), 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 and applications for 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 reasonably necessary or desirable to fully secure to Assignee Assignor's right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee, at Assignee's expense, in order to carry out the provisions and purposes of this Assignment.

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.

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

ASSIGNOR:

SIMPLEX HEALTHCARE, INC.

BY: Michael S. Iskra

NAME: Michael S. Iskra

TITLE: President and Chief Executive
Officer

SCHEDULE A

TRADEMARKS

All of the following are Assignor's Marks:

MARK	APPLICATION NUMBER	APPLICATION FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
CONTROL	85/268,454	03/16/2011	[PENDING]	[PENDING]
DCC PRO-ED	85/416,969	09/07/2011	[PENDING]	[PENDING]
DIABETES CARE CLUB	77/082,952	01/15/2007	3,552,513	12/30/2008
RX CARE CLUB	85/347,280	06/15/2011	4,290,383	02/12/2013
RX CARE CLUB & Design	85/347,285	06/15/2011	[PENDING]	[PENDING]
SIMPLEX	85/228,875	01/28/2011	4,134,000	05/01/2012
SIMPLEX HEALTHCARE	85/229,177	01/28/2011	4,134,001	05/01/2012
THE CARE COOKBOOK	85/268,460	03/16/2011	4,214,800	09/25/2012

B3391456.2

Schedule A to Trademark Assignment