

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medquip Corporation		07/02/2014	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medical Depot, Inc.		
<b>Street Address:</b>	99 Seaview Boulevard		
<b>City:</b>	Port Washington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11050		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86299018	AIRIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126096921		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 609-6800		
<b>Email:</b>	gfechter@mccarter.com		
<b>Correspondent Name:</b>	Gary H. Fechter		
<b>Address Line 1:</b>	245 Park Avenue, 27h Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10167		
<b>ATTORNEY DOCKET NUMBER:</b>	124238/000053		
<b>NAME OF SUBMITTER:</b>	Gary H. Fechter		
<b>SIGNATURE:</b>	/ghf/		
<b>DATE SIGNED:</b>	07/07/2014		
<b>Total Attachments: 3</b>			
source=ASSIGNMENT OF TRADEMARKS (MEDQUIP CORPORATION to Medical Depot (AIRIAL)#page1.tif			
source=ASSIGNMENT OF TRADEMARKS (MEDQUIP CORPORATION to Medical Depot (AIRIAL)#page2.tif			
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## ASSIGNMENT OF TRADEMARKS

Dated July 2, 2014

### **BE IT KNOWN BY THESE PRESENTS THAT:**

**WHEREAS, MEDQUIP CORPORATION** a corporation organized and existing under the laws of the State of South Carolina and having a principal place of business at 11 Parmenter Rd., PO Box 1559, Bluffton, SC 29910 (the "**Assignor**") owns the trademark listed in **Exhibit A** attached hereto (the "**Mark**"); and

**WHEREAS, MEDICAL DEPOT, INC.**, a Delaware corporation having a principal place of business at 99 Seaview Boulevard, Port Washington, NY 11050 (the "**Assignee**") is desirous of acquiring all of the Assignor's right, title and interest in and to the Mark and any registration and/or application therefore in the United States and foreign countries, together with all of the goodwill of the business associated with the use of and symbolized by the Mark;

**NOW, THEREFORE**, for good and valuable consideration as more particularly described in that certain Asset Purchase Agreement dated July 2, 2014 (the "**Purchase Agreement**"), entered into, *inter alia*, by the Assignor, the Assignee and Craig Jeremy Bright (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, successors and assigns, its entire right, title and interest in and to the Mark, and any United States and foreign registration and/or application therefor, together with all of the Assignor's goodwill of the business associated with the use of and symbolized by the Mark along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

**AND** the Assignor, for the considerations aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute (which execution will not be at Assignee's expense) and deliver, at the expense of the Assignee, any and all other instruments in writing, further applications, any necessary powers of attorney, papers, affidavits, assignments, and other documents which may reasonably be required or necessary to secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Mark and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed.

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its officers thereunto duly authorized.

MEDQUIP CORPORATION

By Craig Jeremy Bright  
Name: Craig Jeremy Bright  
Title: President

*[Signature Page to Assignment of Trademarks- Medquip Corporation]*

TRADEMARK  
REEL: 005317 FRAME: 0598

**EXHIBIT A**

**U.S. TRADEMARK APPLICATION:**

<b>Mark</b>	<b>Number</b>	<b>Date of Filing</b>
AIRIAL	86/299,018	June 3, 2014