

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medquip Corporation		07/02/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Medical Depot, Inc.		
Street Address:	99 Seaview Boulevard		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86141762	MEDQUIP	
CORRESPONDENCE DATA			
Fax Number:	2126096800		
<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>			
Phone:	(212) 609-6800		
Email:	gfechter@mccarter.com, dlynch@mccarter.com		
Correspondent Name:	Gary H. Fechter		
Address Line 1:	245 Park Avenue, 27th Floor		
Address Line 4:	New York, NEW YORK 10167		
ATTORNEY DOCKET NUMBER:	124238/00053		
NAME OF SUBMITTER:	Gary H. Fechter		
SIGNATURE:	/ghf/		
DATE SIGNED:	07/07/2014		
Total Attachments: 3			
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source=ASSIGNMENT OF TRADEMARKS (MEDQUIP INC. to Medical Depot) (MEDQUIP)#page2.tif			
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CH \$40.00 86141762

ASSIGNMENT OF TRADEMARKS

Dated July 2, 2014

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, MEDQUIP, INC. 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, INC.

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

[Signature Page to Assignment of Trademarks- Medquip, Inc.]

TRADEMARK
REEL: 005317 FRAME: 0602

EXHIBIT A

U.S. TRADEMARK APPLICATION:

Mark	Number	Date of Filing
MEDQUIP	86/141,762	Dec. 12, 2013