

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beevers Manufacturing & Supply, Inc.		08/28/2014	CORPORATION: IDAHO
Timothy Beevers		08/28/2014	INDIVIDUAL:
Katherine Beevers		08/28/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Salter Labs		
Street Address:	272 East Deerpath Road, Suite 302		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86058270	LUMA WRAP	
Registration Number:	4168954	GATOR	
Registration Number:	4025642	MINI WHISKERS	
Registration Number:	3343737	CANNULAIDE	
Registration Number:	3539443	IT'S ALL ABOUT THE BABIES	
Registration Number:	3408844	STICKY WHISKERS	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816-460-2503		
Email:	tiffany.schwartz@dentons.com, anita.hansen@dentons.com, trademarks.us@dentons.com		
Correspondent Name:	Tiffany L. Schwartz		
Address Line 1:	Dentons US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	70001191-0006 (TS5)		

OP \$165.00 86058270

TRADEMARK

NAME OF SUBMITTER:	Tiffany L. Schwartz
SIGNATURE:	/Tiffany L Schwartz/
DATE SIGNED:	11/24/2014
Total Attachments: 6 source=Patent-Trademark Assignment - Executed#page1.tif source=Patent-Trademark Assignment - Executed#page2.tif source=Patent-Trademark Assignment - Executed#page3.tif source=Patent-Trademark Assignment - Executed#page4.tif source=Patent-Trademark Assignment - Executed#page5.tif source=Patent-Trademark Assignment - Executed#page6.tif	

ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS US ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is dated as of August 28, 2014, is by and between **BEEVERS MANUFACTURING & SUPPLY, INC.**, an Idaho corporation ("BMS"), **TIMOTHY BEEVERS**, an individual, and **KATHERINE BEEVERS**, an individual (collectively, the "Assignors"), and **SALTER LABS**, a California corporation (the "Assignee"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which the Assignee has, among other things, agreed to acquire from the Assignors, and the Assignors have agreed to sell to the Assignee, all of the Assignors' rights, title and interest in (i) the patents and patent applications set forth on Attachment I hereto (the "Assigned Patents") and (ii) the trademarks and service marks set forth on Attachment II hereto, including all registrations and applications therefore, all common law rights pertaining thereto, all rights corresponding thereto throughout the world, and all goodwill associated with the foregoing (the "Assigned Marks"; and, together with the Assigned Patents, the "Assigned IP").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby assign to the Assignee, and the Assignee hereby accepts, the Assignors' entire right, title and interest in and to:

(a) the Assigned Patents and (i) all divisional, continuing, substitute, renewal, reissue and all other patents or applications for patents that are related by any priority claim to any Assigned Patent or relate to the invention of any Assigned Patent that has been or shall be filed by the Assignors and/or has been or shall be issued in the United States and all foreign countries, specifically including the rights to file and prosecute foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States and to have any issuing authority issue any and all United States and foreign patents granted in the future to the Assignee, (ii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Patents, and (iii) all causes of action and the right to sue, counterclaim, and recover for past, present, and future infringement of the Assignors' rights in the Assigned Patents, as well as all rights corresponding thereto throughout the world; and

(b) the Assigned Marks and (i) the goodwill of the business symbolized by the Assigned Marks, (ii) all right to apply for and maintain all applications, registrations, or renewals for the Assigned Marks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks, and (iv) all causes of action and the right to sue, counterclaim, and recover for past, present, and future infringement of Assignor's rights in the Assigned Marks, as well as all rights corresponding thereto throughout the world.

This Assignment is being delivered pursuant to, and is subject to all of the terms and conditions of, the Asset Purchase Agreement, which shall govern the respective rights of the Assignors, on the one hand, and the Assignee, on the other hand, with respect to the Assigned IP. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend,

change, rescind, waive, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State Illinois applicable hereto.

The Assignors represent and warrant that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties, and that this assignment shall be binding upon and inure to the benefit of the Assignors and the Assignee. The Assignors covenant to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to the Assigned IP; (b) assist when possible the Assignee in the filing or prosecution of any of the applications, including and without limitation, signing all lawful papers, executing all divisional, continuation, continuation-in-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Assigned IP in all countries; and (c) assist the Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Assigned IP or any claim thereto or there under, including, without limitation, testifying in any legal proceedings and notifying the Assignee promptly of any subpoena or contract by any person other than the Assignee or its agents regarding the Assigned IP.

(Signature page follows.)

Signature Page to Assignment of Patents and Trademarks

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents and Trademarks to be executed and delivered by its duly authorized representative as of the date above first written.

ASSIGNORS:

BEEVERS MANUFACTURING &
SUPPLY, INC.

By: Katherine Beevers
Katherine Beevers, President

By: Timothy Beevers
Timothy Beevers, Vice President

Timothy Beevers
TIMOTHY BEEVERS

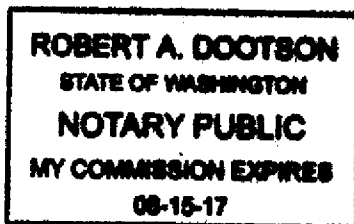
Katherine Beevers
KATHERINE BEEVERS

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I, ROBERT A DOOTSON, do hereby certify that the above-mentioned persons appeared before me this day, and acknowledged that this Assignment of Patents and Trademarks was signed and delivered as the free and voluntary act of said person individually and on behalf of the identified entity with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 27th day of August, 2014

Robert A Dootson
Notary Public

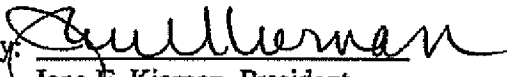


Signature Page to Assignment of Patents and Trademarks

Acknowledged and Accepted:

ASSIGNEE:

SALTER LABS

By: 
Jane E. Kiernan, President

**ATTACHMENT I TO
ASSIGNMENT OF PATENTS AND TRADEMARKS**

Patent #	Description
US20110315146	Infant nasal cpap canula seal defining a vent (Abandoned)
US20110315145A1	
WO2012009126A2	
WO2012009126A3	
US20130283536A1	Infant support device (Pending)
US8468629	Infant support device (Issued in United States) (Pending in China)
CN103068282A	
US20120180221 (duplicate)	
WO2012027067A2	
WO2012027067A3 (dup)	
US20120006329	Method of partially adhering cpap mask to face (Abandoned)
WO2012006287A2	
US4802474 USD309021	Tilson Trach Guard patent
US7331348	Infant CPAP nasal cannula seal (In Force)
US 14/242,714	Method and apparatus for swaddling during phototherapy
US 62/014,284	Cannula Retaining Method

**ATTACHMENT II TO
ASSIGNMENT OF PATENTS AND TRADEMARKS**

Serial Number	Registration Number	Word Mark	Check Status	Live/Dead
86058270		LUMA WRAP	TSDR	LIVE
85278972	4168954	GATOR	TSDR	LIVE
85233842	4025642	MINI WHISKERS	TSDR	LIVE
78240365	3343737	CANNULAIDE	TSDR	LIVE
77252453	3539443	IT'S ALL ABOUT THE BABIES	TSDR	LIVE
77249507	3408844	STICKY WHISKERS	TSDR	LIVE
Common Law Protection TM		HF CANNULAIDE CLEAR	N/A	N/A
Common Law Protection TM		IMPROVING RESPIRATORY CARE BY SIMPLIFYING IT	N/A	N/A
Common Law Protection TM		SOPHISTICATED PROTECTION DOESN'T HAVE TO BE COMPLICATED	N/A	N/A
Common Law Protection TM		TILSON TRACH GUARD	N/A	N/A
Common Law Protection TM		MINI WHISKERS MICRO	N/A	N/A
Common Law Protection TM		GRIPPIES	N/A	N/A