

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinical Innovations, LLC		12/22/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Laborie Medical Technologies Corp.		
Street Address:	6415 Northwest Drive		
Internal Address:	Unit 10		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L4V 1X1		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2772711	LATITUDE	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	2029426762		
Email:	trademarkdocketing@aporter.com		
Correspondent Name:	Arnold & Porter LLP		
Address Line 1:	555 Twelfth Street, NW		
Address Line 2:	Trademark Docketing Dept.		
Address Line 4:	Washington, D.C. 20004-1206		
ATTORNEY DOCKET NUMBER:	0026751.00008		
NAME OF SUBMITTER:	Colleen Holcomb McDuffie		
SIGNATURE:	/Colleen Holcomb McDuffie/		
DATE SIGNED:	01/08/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 22, 2014 (the "Effective Date"), is entered into by and between Clinical Innovations, LLC, a Delaware limited liability company with its principal place of business at 747 West 4170 South, Murray, Utah 84123 ("Assignor"), and Laborie Medical Technologies Corp., a Delaware corporation, with its principal place of business at 6415 Northwest Drive, Unit 10, Mississauga ON, L4V 1X1, Canada ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement, dated December 22, 2014 (the "APA"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor, including, without limitation, the trademark(s) set forth on Schedule A attached hereto (such trademarks(s), the "Transferred Marks"); and

WHEREAS, pursuant to the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Transferred Marks;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest, including any common law rights, in the United States and throughout the world, in and to the Transferred Marks, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks, including all applications, registrations, issuances, extensions and renewals of the Transferred Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar including by filing extensions and all other applications relating to the Transferred Marks; (ii) the right, if any, to claim priority based on the filing dates of any of the Transferred Marks under the International Convention for the Protection of Industrial Property and all other treaties of like purposes; and (iii) the right to sue and recover damages or other compensation for past, present or future infringement or dilution thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringement or dilution and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Cooperation. At Assignee's cost, Assignor shall take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to the Transferred Marks.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including, without limitation, taxes, attorneys' fees and trademark office fees in any jurisdiction, associated with the perfection of Assignee's right, title and interest in and to the Transferred Marks and recordation and/or registration of this Assignment or any other document evidencing the assignment from Assignor to Assignee of the Transferred Marks. The Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Disclaimer. The parties acknowledge that the APA contains warranties, representations and conditions with respect to the Transferred Marks and that there are no warranties, representations or conditions, express or implied, statutory or otherwise between the parties pursuant to this Assignment.

5. Governing Law. This Assignment shall be governed by the governing law and venue provisions of Section 8.7 of the APA.

6. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the APA, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

CLINICAL INNOVATIONS, LLC

By: _____



Name: Shacey Petrovic

Title: President and Chief Executive Officer

ASSIGNEE:

LABORIE MEDICAL TECHNOLOGIES CORP.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

CLINICAL INNOVATIONS, LLC

By: _____

Name: Shacey Petrovic

Title: President and Chief Executive Officer

ASSIGNEE:

LABORIE MEDICAL TECHNOLOGIES CORP.

By: 

Name: Brian Ellacott

Title: President and Chief Executive Officer

Schedule A

Transferred Mark(s)

Mark	Jurisdiction	Reg. Number	Filing Date	Reg. Date
LATITUDE	United States	2772711	7/23/02	10/7/03