

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Medical Technology, Inc.		01/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAGE PRODUCTS, LLC		
Street Address:	3909 Three Oaks Road		
City:	Cary		
State/Country:	ILLINOIS		
Postal Code:	60013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3156315	SMARTKART	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<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:	312-463-5000		
Email:	hminsker@bannerwitcoff.com		
Correspondent Name:	Helen Hill Minsker		
Address Line 1:	Ten South Wacker Drive, Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	003230.00316		
NAME OF SUBMITTER:	Helen Hill Minsker		
SIGNATURE:	/helen hill minsker/		
DATE SIGNED:	03/11/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective on January 22, 2015 ("Effective Date") by and between SMART MEDICAL TECHNOLOGY, INC., a Delaware corporation ("Assignor"), and SAGE PRODUCTS, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date hereof (the "Purchase Agreement");

WHEREAS, Assignor is the sole and exclusive owner of and has adopted and is using (a) the United States registered trademark that is set forth on Schedule A attached hereto and made a part hereof and (b) the United States trademarks that previously were registered but that have had their registrations cancelled for failure to file maintenance declarations that are set forth on Schedule B attached hereto and made a part hereof, in each case together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignor wishes to assign the Marks to Assignee, and Assignee wishes to acquire the Marks from Assignor, pursuant to the Purchase Agreement;

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing;

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 1.1 of the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

3. Assignor represents and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (b) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (c) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

4. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (c) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (d) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives on the Effective Date.

SAGE PRODUCTS, LLC

By: *D. Scott Brown*
Name: *D. Scott Brown*
Title: *PRESIDENT*

SMART MEDICAL TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives on the Effective Date.

SAGE PRODUCTS, LLC

By: *D. Scott Brown*

Name: *D. Scott Brown*

Title: *President*

SMART MEDICAL TECHNOLOGY, INC.

By: *James E. Patrick*

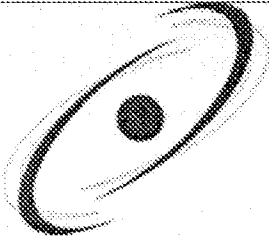
Name: *James E. Patrick*

Title: *President*

SCHEDULE A
REGISTERED TRADEMARK

Trademark No.	Registration Date	Mark
3156315	October 30, 2012	SMARTKART

SCHEDULE B
UNREGISTERED TRADEMARKS

Trademark No.	Registration Date	Mark
2977381	July 26, 2005	TRANSAIR (cancelled for failure to file maintenance declarations in 2011)
3028827	December 13, 2005	 (cancelled for failure to file maintenance declarations in 2011)