

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/03/2014

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trigger Point Performance, Inc.	FORMERLY Trigger Point Technologies, LLC	10/03/2014	CORPORATION: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Implus Footcare, LLC
<b>Street Address:</b>	2001 TW Alexander Drive, Box 13925
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27709
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86256465	
Serial Number:	86407057	ACUGRIP
Serial Number:	86407004	NANO
Serial Number:	86406985	T-ROLLER
Serial Number:	86406927	STK
Serial Number:	86392607	LEARN MORE MOVE BETTER
Registration Number:	4443858	GRID
Registration Number:	4236393	THERAPY-X
Registration Number:	4248733	DISTRODENSITY
Registration Number:	3712930	TRIGGERPOINT PERFORMANCE THERAPY
Registration Number:	3594291	

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: bryce.maynard@bipc.com

Correspondent Name: Bryce J. Maynard

Address Line 1: 1737 King Street Suite 500

TRADEMARK

**Address Line 2:** Buchanan Ingersoll & Rooney PC  
**Address Line 4:** Alexandria, VIRGINIA 22314

**NAME OF SUBMITTER:** Bryce J. Maynard

**SIGNATURE:** /Bryce J. Maynard/

**DATE SIGNED:** 03/17/2015

**Total Attachments: 9**

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**STOCK PURCHASE AGREEMENT**

**by and among**

**TRIGGER POINT PERFORMANCE, INC., (the “Company”),**

**PETER L. CASSIDY PHILLIPS (“Phillips”),**

**THE MINORITY SHAREHOLDERS; and**

**IMPLUS FOOTCARE, LLC, a Delaware corporation (the “Buyer”).**

Dated October 3, 2014

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "*Agreement*") is entered into as of October 3, 2014, by and among TRIGGER POINT PERFORMANCE, INC., a Texas corporation (the "*Company*"), Peter L. Cassidy Phillips ("*Phillips*"), Glynn Turquand ("*Turquand*") and Jeffrey Crosby ("*Crosby*") (Turquand and Crosby shall be referred to herein as the "*Minority Shareholders*" and the Minority Shareholders and Phillips shall be collectively referred to herein as the "*Shareholders*") and IMPLUS FOOTCARE, LLC, a Delaware corporation (the "*Buyer*").

### RECITALS

The Shareholders own the number of issued and outstanding shares (the "*Purchased Shares*") of common stock, no par value, of the Company set forth opposite their name on the attached Exhibit A. As of the Closing, the Purchased Shares will represent in the aggregate 100% percent of the issued and outstanding shares of capital stock of the Company. The Buyer desires to purchase from the Shareholders, and the Shareholders desire to sell to the Buyer, all of the Purchased Shares on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I PURCHASE AND SALE OF PURCHASED SHARES

**Section 1.1 Sale and Transfer of Purchased Shares.** On the terms and subject to the conditions contained in this Agreement, at the Closing, the Shareholders will sell, convey, transfer, assign, and deliver to the Buyer, and the Buyer will acquire from the Shareholders, the Purchased Shares, free and clear of any and all Encumbrances.

**Section 1.2 Purchase Price.** Subject to the potential purchase price adjustments described in Section 1.4, the aggregate purchase price to be paid by the Buyer for the Purchased Shares (the "*Purchase Price*") shall be an amount equal to (i) the Cash Consideration, plus the amount of Cash and Cash Equivalents, minus the amount, if any, by which the Closing Date Net Working Capital is less than the Target Net Working Capital, minus the amount of payments by the Buyer to discharge all Retained Liabilities, and (ii) fully paid and non-assessable shares of Series A Preferred Stock, \$0.01 par value in and fully paid and non-assessable shares of Common Stock, \$0.01 par value in (the "*Stock Consideration*"), The Purchase Price shall be payable as follows:

(a) No later than three Business Days prior to the Closing, the Shareholders' Representative shall deliver to the Buyer, subject to the approval of the Buyer, (i) a calculation of the Estimated Purchase Price, (ii) Pay-Off Letters, and (iii) a payment instructions letter setting forth the respective amounts, payees and wiring instructions relating to the payment of (A) the Closing Cash Payment and (B) the Retained Liabilities (which shall match the Pay-Off Letters, if applicable) (the "*Payment Instructions Letter*").

(b) On the Closing Date, in consideration of the Purchased Shares to be purchased by the Buyer, the Buyer shall pay the Estimated Purchase Price less the Escrow Amount (the “*Closing Cash Payment*”) by wire transfer of immediately available funds in the amounts and to the accounts designated by the Shareholders’ Representative in the Payment Instructions Letter, and deliver the Stock Consideration to Phillips.

(c) On the Closing Date, the Buyer, on behalf of the Company, shall pay the Retained Liabilities in the amounts and in accordance with the instructions provided in the Payment Instructions Letter.

(d) On the Closing Date, Buyer shall deposit the Escrow Amount with the Escrow Agent by wire transfer of immediately available funds to the accounts designated by the Escrow Agent in the Escrow Agreement.

(e) Buyer shall be entitled to deduct and withhold from the consideration otherwise payable to any Shareholder any amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any similar provision of state, local or foreign Law. Such amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Shareholder in respect of which Buyer made such deduction and withholding.

**Section 1.3 Payoff of Certain Liabilities.** The Parties acknowledge and agree that (a) the Purchase Price assumes that, at the Closing, the Company’s only indebtedness shall be Ordinary Course trade payables and Ordinary Course operating expenses (the “*Assumed Indebtedness*”), and (b) on or prior to the Closing Date, the Parties will cause the Company to pay-off all the following obligations in full as they exist as of the Closing Date and to the extent not included in the Closing Date Net Working Capital: (i) all Funded Indebtedness; (ii) all indebtedness owed or owing by the Company to the Shareholders; (iii) all monetary obligations owed or owing by the Company that were not incurred by the Company in the Ordinary Course of Business and included in Closing Date Net Working Capital; (iv) all Encumbrances on the Purchased Shares; (v) all Encumbrances on the Assets other than Permitted Encumbrances; and (vi) all Shareholder Expenses, including any payments owed or owing by Shareholders or the Company to brokers, counsel, accountants, consultants and other third parties providing services on behalf of Shareholders or the Company related to the transactions contemplated by this Agreement; and (vii) all deferred compensation obligations, including (A) all payment obligations under any non-qualified deferred compensation plan of the Company (B) any underfunded pension or post-retirement liabilities of the Company and (viii) any obligation or liability to those employees or contractors of the Company listed on Exhibit B (the “*Excluded Service Providers*”), which Excluded Service Providers shall be terminated by the Company prior to the Closing Date (collectively, the “*Retained Liabilities*”). On the Closing Date, the Shareholders’ Representative shall provide the Buyer with documentation evidencing that all Retained Liabilities have been duly paid-off in full, and that any and all Encumbrances on the Purchased Shares and the Assets have been duly paid-off in full and released. Subject to Section 7.2 of this Agreement, the Shareholders shall indemnify and hold the Buyer and the Company and their respective Affiliates harmless from and against any and all obligations that the Buyer and/or the Company may incur relating to or arising out of the Retained Liabilities.

respects, and accurately present and reflect in all material respects all of the transactions that are legally required to be presented and reflected therein. The Company has given the Buyer reasonable access to its Books and Records.

**Section 3.12 Litigation.** Except as set forth in Schedule 3.12, there is no, and for the previous five (5) years there has not been any, action, order, writ, injunction, judgment, or decree outstanding or any claim, complaint, inquiry, suit, litigation, proceeding, hearing, dispute, arbitration, action, audit, or investigation (collectively, “*Actions*”) with respect to the Company pending, or to the Knowledge of the Company and the Shareholders, threatened or anticipated: (a) involving, against, related, to or affecting (i) the Company, the Business, or the Assets, or (ii) any officers or directors of the Company; (b) that, individually or in the aggregate, would be reasonably expected to have the effect of preventing, delaying, making illegal, limiting, enjoining or otherwise interfering with any of the transactions or payments contemplated hereunder; (c) involving the risk of criminal liability; or (d) involving either of the Company as plaintiff, including any derivative suits brought by or on behalf of the Company. To the Knowledge of the Company and the Shareholders, the Company is not in breach or default with respect to, or subject to, any judgment, order, writ, injunction, plan, notice or decree of any court or other Governmental Authority, and there are no unsatisfied judgments against the Company, the Business, or the Assets. Schedule 3.12 contains a brief summary of all Actions involving, or related to, the Company, the Assets, or the Business in the past three years, including without limitation, asbestos claims, worker’s compensation claims, wage and hour claims, or discrimination claims (including sex, age, race, national origin, handicap, or veteran status discrimination claims).

**Section 3.13 Undisclosed Liabilities.** Except as is disclosed in Schedule 3.13, the Company has no liabilities (absolute, accrued, contingent, or otherwise, including without limitation any minimum purchasing obligations which have not been fulfilled), except those liabilities: (a) reflected on the August 31, 2014 Balance Sheet; (b) incurred since August 31, 2014 in the Ordinary Course of Business, which are of the same general nature and amount with past practice; or (c) incurred in connection with this Agreement.

**Section 3.14 Compliance with Law.** Except as disclosed in Schedule 3.14, the Company and the Shareholders, in the conduct of the Business, have not violated any, and each are in full compliance with, all applicable Laws relating to the Company, the Assets, or the Business. The Company has not received any notice to the effect that, or otherwise been advised that, it is not or may not be in compliance with any such Laws.

**Section 3.15 Intellectual Property.**

(a) **Company Intellectual Property.** Schedule 3.15(a) contains a complete and accurate list of all Company Intellectual Property, including all patents, trademarks, service marks, trade names, URLs, domain names, copyrights, assumed names, or fictitious names and all computer software, source code and computer systems and all other material Intellectual Property, other than off-the-shelf software. The Company has provided to the Buyer correct and complete copies of all registrations, licenses, agreements, and other written documentation related to, or evidencing the Company’s ownership or right to use, the Company Intellectual Property set forth on Schedule 3.15(a).

**(b) Company Intellectual Property Assurances.** Except as set forth in Schedule 3.15(b): (i) the Company has good and marketable title to and possesses all right, title, and interest in and to, or a valid and enforceable license to, use, the Company Intellectual Property, free and clear of any and all Encumbrance; (ii) the Company Intellectual Property is valid and enforceable and encompasses all proprietary rights necessary or desirable for the conduct of the Business as presently conducted or proposed to be conducted; (iii) the legality, validity, enforceability, ownership, or use by the Company of the Company Intellectual Property owned by the Company has not been, nor is it currently being, challenged, interfered with, or infringed upon, and it is not subject to any such challenge, and, to the Knowledge of the Company and the Shareholders, the legality, validity, enforceability, ownership, or use by the Company of the Company Intellectual Property licensed to the Company has not been, nor is it currently being, challenged, interfered with, or infringed upon, and it is not subject to any such challenge; (iv) the Company Intellectual Property is not subject to any outstanding injunction, judgment, order decree, ruling or charge; (v) the Company has taken all necessary action to maintain, protect and defend its rights in the Company Intellectual Property and will continue to maintain those rights prior to the Closing so as not to adversely affect the validity or enforcement of the Company's rights relating to the Company Intellectual Property; (vi) the Company has obtained from each employee whose position and duties relate to the creation of Company Intellectual Property a written agreement under which such employee is obligated to disclose and transfer to the Company, without the receipt by such employee of any value therefor (other than normal salary), any inventions, developments and discoveries which during the period of employment with the Company he or she makes, conceives, or reduces to practice either solely or jointly with others, that relate to or are connected with the Business, or involve use of the Company's time, material or facilities; (vii) the Company has obtained legally binding written agreements from all employees and third parties with whom the Company has shared confidential proprietary information of the Company, or received from others that the Company is obligated to treat as confidential, which agreements require such employees and third parties to keep such information confidential; (viii) the Company Intellectual Property does not and has not, and the Company has not, interfered with, infringed upon, misappropriated, or otherwise violated any intellectual property rights of any third party, and the use of the Company Intellectual Property does not infringe on or constitute a misappropriation of any intellectual property or other rights of any third Person; (ix) to the Knowledge of the Company and the Shareholders, there has not been any infringement, misappropriation or dilution of any of the Company Intellectual Property, and there has not been and there are no claims or facts raising a likelihood of any infringement, misappropriation or dilution; (x) no loss of any of the Company Intellectual Property is threatened, pending or reasonably foreseeable; and (xi) on the Closing Date, the Company Intellectual Property will be owned or available for use by Company from and after the Closing on identical terms and conditions as are applicable to the Company prior to the Closing, and the consummation of the Transactions will not give rise to any Encumbrance on the Company's exclusive rights, title, and interest in and to, or the valid and enforceable license to use, as the case may be, the Company Intellectual Property (or rights thereto) beneficially transferred at the Closing.

**(c) Assignment of Non-Vested Intellectual Property.** Except as set forth in Schedule 3.15(c), all Persons (including current and former employees and independent contractors) who create or contribute, or have created or contributed, any material Company Intellectual Property used in the operation of the Business have assigned to the Company in

**Schedule 3.15(a)  
Attachment 3.15(a)\_2.1.1**

COUNTRY	MARK	CLASS	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Australia (IR)	TRIGGERPOINT [logo]	10, 28 & 41	3/19/2013	1163239	1163239 (Australian TM No. 1565203)	Renewed centrally
Australia (IR)	TRIGGERPOINT PERFORMANCE THERAPY [logo]	10, 28 & 41	3/19/2013	1163240	1163240 (Australian ITM No. 1565204)	Renewed centrally
Australia (IR)	THE GRID [words]	10, 28 & 41	3/19/2013	1162019	1162019 (Australian TM No. 1562553)	Renewed centrally
China	Grid [logo]	28	5/11/2012	10900082	10900082	2024-01-13
China	Grid [logo]	10	5/11/2012	10900083	10900083	2024-02-27
China	TRIGGERPOINT [logo]	28	5/15/2012	10914575	10914575	2023-08-20
China	TRIGGERPOINT [logo]	10	5/15/2012	10914576	10914576	2024-01-13
European Community*	TP Footballer [words]	9, 28 & 41	2/8/2012	10627271	10627271	2022-02-08
European Community*	TRIGGERPOINT [word]	9, 25, 28, 41 & 44	2/8/2012	10626802	10626802	2022-02-08
European Community*	ARROW [logo]	9, 10, 25, 28, 41 & 44	2/8/2012	10626869	10626869	2022-02-08
European Community*	TP2-BALL [word]	9, 28 & 41	2/8/2012	10627073	10627073	2022-02-08
European Community*	QUADBALLER [word]	9, 28 & 41	2/8/2012	10627123	10627123	2022-02-08
European Community*	ULTIMATE 6 [word and numeral]	9, 28 & 41	2/8/2012	10627172	10627172	2022-02-08
European Community*	SMRT-CORE [words]	9, 28 & 41	2/8/2012	10627206	10627206	2022-02-08
European Community*	Grid [logo]	9, 25, 41 & 44	2/9/2012	10631646	10631646	2022-02-09
European Community*	Grid with Arrow [logo]	9, 10, 25, 28, 41 & 44	2/13/2012	10637651	10637651	2022-02-13
European Community*	TRIGGERPOINT PERFORMANCE THERAPY [logo]	9, 10, 25, 28, 41 & 44	5/10/2012	10873008	10873008	2022-05-10
European Community*	GRID/ARROW [Logo]	9, 10, 25, 28, 41 & 44	7/16/2012	11043288	11043288	2022-07-16
European Community*	MYOFASCIAL OPPOSITION and TP logo [words/logo]	9, 16 & 41	#####	11338837	11338837	2022-11-12
European Community*	PRE-GEN [words]	41	#####	11445459	11445459	2022-12-20



European Community*	RE-GEN [word]	41	#####	11445491	11445491	2022-12-20
European Community*	THE GRID [words]	10, 25 & 44	#####	11445566	11445566	2022-12-20
European Community*	X' [logo]	10 & 28	#####	11445764	11445764	2022-12-20
European Community*	THERAPY-X (+TP logo)	9 & 41	#####	11445798	11445798	2022-12-20
European Community*	CRYO-ROLLER and Arrow [logo]	10, 28 & 41	3/20/2013	11671518	1167518	2023-03-20
European Community*	MYOFASCIAL YOGA and Arrow [logo]	9, 16 & 41	3/20/2013	11671609	11671609	2023-03-20
European Community*	Toning Tubes and Arrow [logo]	28	3/20/2013	11671542	11671542	2023-03-20
European Community*	GRID CAPS [words]	10, 28 & 41	4/8/2013	11718939	11718939	2023-04-08
European Community*	Swatch [logo]	10, 28 & 41	4/10/2013	11728251	11728251	2023-04-10
European Community*	TP FACTOR and Arrow Logo	10 & 28	6/5/2013	11873353	11873353	2023-06-05
European Community*	COOL POINT and Arrow [logo]	11 & 28	6/10/2013	11884327	11884327	2023-06-10
European Community*	DISTRODENSITY [word]	10, 28 & 41	7/8/2013	11445665	11445665	2022-12-20
European Community*	THE GRID [words]	9, 28 & 41	7/8/2013	10626901	10626901	2022-02-08
European Community*	#triggerpointna [logo]	10, 28 & 41	7/17/2013	11992062	11992062	2023-07-17
European Community*	#triggerpoint with Arrow logo	10, 28 & 41	7/17/2013	11992245	11992245	2023-07-17
European Community*	TRIGGERPOINT [logo]	9, 10, 25, 28, 41 & 44	7/18/2013	10872927	10872927	2022-05-10
European Community*	GRID CAPS & STRAPS [words]	10, 28 & 41	8/5/2013	12041042	12041042	2023-08-05
European Community*	Learn More. Move Better with Arrow [Logo]	9, 10, 25, 28, 41 & 44	4/9/2014	12776738	12776738	2024-04-09
International - Designating Australia, Japan, Korea, Mexico, New Zealand, Russian Federation, Turkey and Ukraine	THE GRID [words]	10, 28 & 41	3/19/2013	10626901_01	1162019	2023-03-19
International - Designating Australia, Japan, Korea, Mexico, New Zealand, Russian Federation, Turkey and Ukraine	TRIGGERPOINT [logo]	10, 28 & 41	3/19/2013	10872927_01	1163239	2023-03-19

International - Designating Australia, Japan, Korea, Mexico, New Zealand, Russian Federation, Turkey and Ukraine	TRIGGERPOINT PERFORMANCE THERAPY [logo]	10, 28 & 41	3/19/2013	10873008_01	1163240	2023-03-19
Japan (IR)	TRIGGERPOINT [logo]	41	3/19/2013	1163239	1163239	renewed centrally
Japan (IR)	THE GRID [words]	10	3/19/2013	1162019	1162019	renewed centrally
Japan (IR)	TRIGGERPOINT PERFORMANCE THERAPY [logo]	41	3/19/2013	1163240	1162019	renewed centrally
Korea (IR)	THE GRID [words]	28 & 41	3/19/2013	1162019	1162019	renewed centrally
Mexico (IR)	THE GRID [words]	10 & 28	3/19/2013	1162019	1162019	renewed centrally
New Zealand (IR)	TRIGGERPOINT [logo]	10, 28 & 4	3/19/2013	1163239	1163239	Renewed centrally
New Zealand (IR)	THE GRID [words]	10, 28 & 41	3/19/2013	1162019	1162019	renewed centrally
New Zealand (IR)	TRIGGERPOINT PERFORMANCE THERAPY [logo]	10, 28 & 41	3/19/2013	1163240	1162019	renewed centrally
Russian Federation (IR)	THE GRID [words]	10, 28 & 41	3/19/2013	1162019	1162019	renewed centrally
Taiwan	THE GRID [words]	9, 10, 25, 28, 41 & 44	2/20/2013	102009027	1641790	30/04/2024
Turkey (IR)	TRIGGERPOINT [logo]	10, 28 & 41	3/19/2013	1163239	1163239	renewed centrally
Turkey (IR)	TRIGGERPOINT PERFORMANCE THERAPY [logo]	10, 28 & 41	3/19/2013	1163240	1163240	renewed centrally
Turkey (IR)	THE GRID [words]	10, 28 & 41	3/20/2013	1162019	1162019	renewed centrally
Ukraine (IR)	TRIGGERPOINT [logo]	10, 28 & 41	3/19/2013	1163239	1163239	renewed centrally
Ukraine (IR)	THE GRID [words]	10, 28 & 41	3/19/2013	1162019	1162019	renewed centrally
Ukraine (IR)	TRIGGERPOINT PERFORMANCE THERAPY [logo]	10, 28 & 41	3/19/2013	1163240	1163239	renewed centrally
United Kingdom	Grid [logo]	9, 10, 25, 28, 41 & 44	9/20/2012	2635451	2635451	2022-09-20
United Kingdom	THE GRID [words]	28	5/25/2011	2582430	2582430	2021-05-25
United States	ARROW [logo]	10	2008-07-03	77514974	3594291	2018-03-24
United States	TRIGGERPOINT PERFORMANCE THERAPY [logo]	10	2008-07-03	77515018	3712930	2014-11-17
United States	DISTRODENSITY [word]	10, 28	2011-10-05	85440295	4248733	2017-11-27
United States	THERAPY-X [word]	41	2011-11-02	85462942	4236393	2017-11-06
United States	GRID [word]	10, 28	2013-04-27	85916740	4443858	2018-12-03

\* European Community - Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.