

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Columbia Medical Manufacturing, LLC		03/31/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Columbia Medical, LLC
Street Address:	11724 Willake Street
City:	Santa Fe Springs
State/Country:	CALIFORNIA
Postal Code:	90670
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA
Name:	
Also Known As:	
Street Address:	
City:	
State/Country:	
Postal Code:	
Entity Type:	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77730898	
Serial Number:	76599928	

CORRESPONDENCE DATA

Fax Number: 3103051718

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.

Phone: 5622820244

Email: marketing@columbiamedical.com

Correspondent Name: Kimmie Siritr

Address Line 1: 11724 Willake Street

OP \$65.00 77730898

Address Line 4:	Santa Fe Springs, CALIFORNIA 90670
NAME OF SUBMITTER:	kimmie sirimitr
SIGNATURE:	/kimmie sirimitr/
DATE SIGNED:	05/11/2015
Total Attachments: 12 source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page1.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page2.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page3.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page4.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page5.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page6.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page7.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page8.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page9.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page10.tif source=Drive Medical.Columbia Medical.Asset Purchase Agreement-Red#page11.tif source=Amendment to LLC#page1.tif	

ASSET PURCHASE AGREEMENT

by and among

**COLUMBIA MEDICAL MANUFACTURING, LLC,
a California limited liability company,**

**GARY WERSCHMIDT,
an individual residing at 21905 Heatheridge Drive, Yorba Linda, CA 92887,**

**COLUMBIA PARTNERS, L.P.,
a California limited partnership,**

**COLUMBIA INVESTORS, L.P.,
a California limited partnership,**

**REHAB PRODUCTS, LLC
a California limited liability company,**

and

**MEDICAL DEPOT, INC.,
a Delaware corporation**

DATE: March 31, 2015

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of March 31, 2015 (the "**Closing Date**"), by and among (i) **COLUMBIA MEDICAL MANUFACTURING, LLC** (the "**Seller**"), a California limited liability company, (ii) **GARY WERSCHMIDT** ("**Werschmidt**"), an individual residing at 21905 Heatheridge Drive, Yorba Linda, CA 92887, (iii) **COLUMBIA PARTNERS, L.P.** ("**CP**"), a California limited partnership, (iv) **COLUMBIA INVESTORS, L.P.** ("**CI**", and together with Werschmidt and CP, the "**Members**"), a California limited partnership, (v) **REHAB PRODUCTS, LLC** (the "**Purchaser**"), a California limited liability company, and (vi) **MEDICAL DEPOT, INC.** ("**Drive**"), a Delaware corporation. Seller and the Members are hereafter sometimes referred to as the "**Seller Parties**".

RECITALS

WHEREAS, the Seller manufactures, markets, and distributes and sells durable medical equipment and related parts and accessories that are intended for use by Persons with special needs and/or disabilities (the "**Business**").

WHEREAS, CP, CI and Werschmidt own 100% of the issued and outstanding membership and limited liability company interests in the Seller.

WHEREAS, the Seller desires to sell, convey, assign, and transfer to the Purchaser, and the Purchaser desires to purchase, accept, acquire, and assume from the Seller, all of Seller's interest in the Purchased Assets and Assumed Liabilities in exchange for the Purchase Price, subject to the terms and conditions set forth herein.

WHEREAS, the Members desire to induce the Purchaser to acquire the Purchased Assets and assume the Assumed Liabilities in exchange for the Purchase Price, and the Members are therefore willing to enter into this Agreement.

WHEREAS, Drive desires to induce the Seller to sell the Purchased Assets to Purchaser and Drive is therefore willing to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal adequacy of which is acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

CERTAIN DEFINITIONS

The terms defined in Appendix I attached hereto, whenever used in this Agreement (including, the Recitals, the Exhibits and Schedules attached hereto), shall have the meanings given to them in Appendix I. Section 9.11 of this Agreement shall govern all interpretations under this Agreement.

ARTICLE II.

SALE AND PURCHASE OF THE PURCHASED ASSETS

2.1 Purchased Assets; Excluded Assets.

(a) Upon and based upon the terms and conditions in this Agreement and the Transaction Documents, the Seller hereby sells, transfers, assigns, conveys, and delivers to the Purchaser, and the Purchaser hereby purchases and acquires from the Seller, free and clear of all Liens, all of the right, title and interest of the Seller in and to all of the Seller's assets, properties, and rights (other than the Excluded Assets), whether relating directly or indirectly to the Business, utilized in or held for use in connection with the Business or otherwise (the "**Purchased Assets**"), including those assets, properties and rights of the Business, wherever located and however situated and listed on Schedule 2.1(a). Without limiting the foregoing, except for the Excluded Assets, the Purchased Assets include all of Seller's right, title and interest in and to:

(i) all of the Accounts Receivable, and all rebates and all vendor reimbursements due from any supplier or vendor or buying association with respect to all periods on or prior to the Closing and any security, claim, remedy or other right related to any of the foregoing;

(ii) all of the Inventory;

(iii) all equipment, vehicles, property, machinery, tools, molds, furniture, computers, fixtures, supplies, spare parts, dies, tooling, telephones, shelving, storage facilities, rolling stock, shipping and packaging materials, replacement parts and all other tangible personal property owned, leased or held or used by the Seller (the "**Tangible Personal Property**");

(iv) all of the Intellectual Property Assets, and all goodwill associated therewith, including the name "Columbia", "Columbia Medical", "Columbia Medical Manufacturing", and any derivations or combinations of any of the foregoing and all applications and registrations in respect of any of the foregoing;

(v) all of the Seller's books and records and documentation relating to the Business or the Purchased Assets, including: customer and supplier lists, vendor lists, and mailing and email lists and quality control records; all FDA, CE marking, Federal, State and foreign records and registrations including, all 510(k) submissions and all related Authorizations and PDAC/HCPCS Codes; all bills of materials; all records relating to the Authorizations and PDAC/HCPCS Codes; all records relating to the adoption and use of any of the Intellectual Property Assets; all specifications, sales, purchasing, rebates, customers, vendors and suppliers; all product registrations; all mailing lists; all advertising materials; all catalogs (digital and print); all market research data; all promotional and marketing materials (digital and print); all print, radio and television commercials; all label and shipping carton dies; all designs; all films; all artwork; all photography; all mechanical art; all color separations; all artwork, labels, prints, plates

and graphic material; all lists not specifically referenced above related to any of the foregoing; and all files and correspondence related to any of the foregoing;

(vi) those written Contracts of the Seller set forth on **Schedule 2.1(a)(vi)**, correct and complete copies of which are annexed to such schedule, and those oral Contracts of the Seller, if any, expressly identified and summarized on **Schedule 2.1(a)(vi)** (collectively, the "**Assigned Contracts**");

(vii) all Authorizations issued to, owned, held or utilized by, the Seller in connection with the Business, including the FDA establishment registration for the Facility and all 510(k) clearances, all PDAC/HCPCF Codes, all CE registrations and all related rights of Seller with respect to the FDA or any Governmental Entity in connection with the same;

(viii) all right of the Seller to represent itself as carrying on the Business in continuation thereof, including, all telephone, facsimile and customer service and 800 phone numbers;

(ix) all outstanding offers or solicitations made by the Seller with respect to pending orders and all related sales leads, regardless of whether the same have been formalized in written agreements;

(x) all rights to any Actions of any nature available to or being pursued by the Seller relating to the Purchased Assets, the Business or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, except for any such Actions arising under this Agreement or any other Transaction Document; and

(xi) all goodwill and all other rights, properties, and assets of any kind or character whatsoever directly or indirectly relating to the conduct of or utilized in the Business, whether tangible or intangible, owned, licensed, or held by the Seller, including, the full benefit of all third party representations, warranties, guarantees, indemnities, undertakings, assurances, certificates, covenants, agreements and the like, including any of the foregoing provided by manufacturers or with respect to any products sold or distributed on or prior to the Closing, and all security received by the Seller for the purchase or other acquisition of any part of the Purchased Assets.

(b) Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**");

(i) Cash;

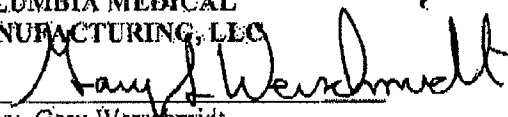
(ii) All Benefit Plans and assets held thereunder;

(iii) All Insurance Policies and rights thereunder;

(iv) Those Authorizations which are not assignable to Purchaser, all of which are set forth on **Schedule 2.1(b)(iv)**;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COLUMBIA MEDICAL MANUFACTURING, LLC

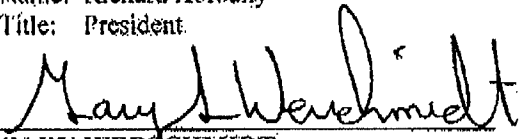
By: 
Name: Gary Werschmidt
Title: President and Chief Executive Officer

REHAB PRODUCTS, LLC

By: _____
Name: Richard Kolodny
Title: President

MEDICAL DEPOT, INC.

By: _____
Name: Richard Kolodny
Title: President


GARY WERSCHMIDT

COLUMBIA PARTNERS, L.P.

By: Invest West Capital, LLC, as general partner

By: _____
Name: Dale Marquis
Title: Manager

COLUMBIA INVESTORS, L.P.

By: Triton Pacific Capital Partners, LLC, as general partner

By: _____
Name: Craig Faggen
Title: Managing Partner

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**COLUMBIA MEDICAL
MANUFACTURING, LLC**

By: _____
Name: Gary Werschmidt
Title: President and Chief Executive Officer

REHAB PRODUCTS, LLC

By: _____
Name: Richard Kolodny
Title: President

MEDICAL DEPOT, INC.

By: _____
Name: Richard Kolodny
Title: President

GARY WERSCHMIDT

COLUMBIA PARTNERS, L.P.

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By: _____
Name: Dale Marquis
Title: Manager

COLUMBIA INVESTORS, L.P.

By: Triton Pacific Capital Partners, I.I.C, as general partner

By: _____
Name: Craig Faggen
Title: Managing Partner

[Signature Page to Asset Purchase Agreement]

**TRADEMARK
REEL: 005515 FRAME: 0861**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**COLUMBIA MEDICAL
MANUFACTURING, LLC**

By: _____
Name: Gary Werschmidt
Title: President and Chief Executive Officer

REHAB PRODUCTS, LLC

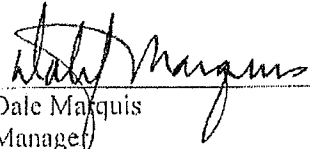
By: _____
Name: Richard Kolodny
Title: President

MEDICAL DEPOT, INC.

By: _____
Name: Richard Kolodny
Title: President

GARY WERSCHMIDT

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By:  _____
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Title: Manager

COLUMBIA INVESTORS, L.P.
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[Signature Page to Asset Purchase Agreement]

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**COLUMBIA MEDICAL
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By: _____
Name: Gary Werschmidt
Title: President and Chief Executive Officer

REHAB PRODUCTS, LLC

By: _____
Name: Richard Kolodny
Title: President

MEDICAL DEPOT, INC.

By: _____
Name: Richard Kolodny
Title: President

GARY WERSCHMIDT

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Name: Dale Marquis
Title: Manager

COLUMBIA INVESTORS, L.P.

By: Triton Pacific Capital Partners, LLC, as general partner

By: Craig Faggen
Name: Craig Faggen
Title: Managing Partner

[Signature Page to Asset Purchase Agreement]

LLC-2 **Amendment to Articles of Organization of a Limited Liability Company (LLC)**

To change information of record for your California LLC, you can fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State, or if suspended, this form can only be filed to list a new LLC name. To check the status of the LLC, go to kepler.sos.ca.gov.

Important! To change the LLC addresses, or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to www.sos.ca.gov/business/be/statements.htm.

Items 4-6: **Only** fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

FILED
Secretary of State
State of California
APR 01 2015

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

① **LLC's Exact Name** (as filed with CA Secretary of State)
Rehab Products, LLC

② **LLC File No.** (Issued by CA Secretary of State)
201507910230

Purpose

③ The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

New LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

④ **Columbia Medical, LLC**
Proposed LLC Name

The proposed new name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company.

Management (Check only one.)

⑤ The LLC will be managed by:
 One Manager More Than One Manager All Limited Liability Company Member(s)

Amendment to Text of the Articles of Organization (List both the current text, and the text as amended by this filing.)

⑥

Read and sign below: Unless a greater number is provided for in the Articles of Organization, this form must be signed by at least one manager, if the LLC is manager-managed or at least one member, if the LLC is member-managed. If the signing manager or member is a trust or another entity, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.

[Signature]
Sign here

Richard Kolodny, President of Medical Depot, Inc., Member
 Print your name here Your business title

Make check/money order payable to: **Secretary of State**
 Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
 Secretary of State
 Business Entities, P.O. Box 944228
 Sacramento, CA 94244-2280

Drop-Off
 Secretary of State
 1500 11th Street, 3rd Floor
 Sacramento, CA 95814

Corporations Code §§ 17701.08, 17702.02, 17713.10
 LLC-2 (REV 01/2014) 2014 California Secretary of State
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