

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341918

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AETREX WORLDWIDE, INC. | | 02/27/2015 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Apex Foot Health Industries, LLC | | |
| Street Address: | 2905 Veterans Memorial Highway | | |
| City: | Ronkonkoma | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11779 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1669288 | APEX | |
| Registration Number: | 3323255 | AMBULATOR | |
| Registration Number: | 1185752 | FOAMART | |
| Registration Number: | 4485137 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025853510 | | |
| <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: | 2025853510 | | |
| Email: | snweller@mintz.com, jddib@mintz.com | | |
| Correspondent Name: | Susan Neuberger Weller | | |
| Address Line 1: | 701 Pennsylvania Avenue, N.W. | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | 45654-001 | | |
| NAME OF SUBMITTER: | Susan Neuberger Weller | | |
| SIGNATURE: | /Susan Neuberger Weller/ | | |
| DATE SIGNED: | 05/20/2015 | | |
| Total Attachments: 14 | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made as of February 27, 2015, by and between Aetrex Worldwide, Inc., a New Jersey corporation ("Assignor"), and Apex Foot Health Industries, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, effective as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor, Assignee, the stockholders of Assignor listed on Schedule I thereto and, solely for purposes of Section 10.13 thereto, Orthotic Holdings, Inc., a Delaware corporation, pursuant to which Assignor has agreed to sell, transfer, assign and deliver to Assignee, and Assignee has agreed to buy from Assignor, the Business Intellectual Property, including without limitation certain patents, trademarks, copyrights, trade secrets and domain names of Assignor used in connection with the Business;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute and cause its applicable Affiliates to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets;

WHEREAS, Assignor desires to sell, transfer, assign and deliver to Assignee, and Assignee desires to accept the sale, transfer, assignment and delivery of, Assignor's respective worldwide right, title and interest in, to and under the Business Intellectual Property, including without limitation the Business Intellectual Property listed on Schedule A hereto and incorporated herein by reference; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement and the warranties and representations by Assignor contained in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby sell, transfer, assign and deliver to Assignee, and Assignee hereby accepts the sale, transfer, assignment and delivery of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of the Business Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Upon Assignee's request at any time, Assignor will, and will cause its Affiliates to, execute and deliver all papers, documents, drawings and descriptions (including without limitation, executed patent, trademark, service mark and copyright applications, assignments, oaths, declarations and affidavits) and render such further assistance as may from time to time be desirable or necessary to vest and maintain in Assignee or Assignee's designees the entire right, title and interest in and to the Business Intellectual Property.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

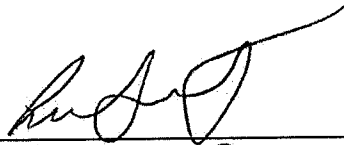
This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first written.

ASSIGNOR:

AETREX WORLDWIDE, INC.

By: 
Name: Laurence Schwartz
Title: CEO

ASSIGNEE:

APEX FOOT HEALTH INDUSTRIES, LLC

By: _____
Name: Ivan Sabel
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 005520 FRAME: 0386

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first written.

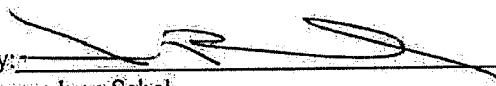
ASSIGNOR:

AETREX WORLDWIDE, INC.

By: _____
Name:
Title:

ASSIGNEE:

APEX FOOT HEALTH INDUSTRIES, LLC

By: 
Name: Ivan Sabel
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A

Business Intellectual Property

Schedule 1.1(e)

Business Intellectual Property

TRADEMARKS

Registered Trademarks

| Trademark | Country | TM Status | Class/Goods | Application Number | Registration Number |
|-------------|--------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| APEX | Canada | ® | Wares; Foot aids and appliances, such as partial and full-length foot orthoses, insoles, inlays, arch supports, heat formable sheet cork material for making arch supports and foot bandages; heated formable materials for making foot aids. foot impression | 457966 | TMA272962 |
| APEX | European Community | ® | Class 10: Foot aid appliances namely insoles, arch supports; foot impression materials; orthopedic shoes and sandals; arch supports; heel cups, heel protectors, heel wedges; tongue pads, foot cushions; inner soles | 3257871 | 3257871 |
| AMBULATORS | Japan | ® | Class 17: Rubber, crepe rubber | 14068/2001 | 4531241 |
| ARIYA | Japan | ® | Class 25: Footwear | 72035/2002 | 4720699 |
| FOAMART | United States of America | ® | Class 17: Pressure formable foam foot impression material for use in the manufacture of both footwear and corrective articles therefor. | 73/209,241 | 1185752 |
| AMBULATOR | United States of America | ® | Class 10: orthopedic footwear. Class 25: footwear. | 77/105,938 | 3323255 |
| APEX | United States of America | ® | Class 10: Foot bandages, orthopedic shoes and sandals, arch supports, heel supports, tongue pads, foot cushions. | 74/120,957 | 1669288 |
| APEX DESIGN | United States of America | ® | Class 17: Rubber and crepe rubber in sheet form for soling and resoling shoes and sandals and phenolic foam materials in sheet form for use Class 10: Orthopedic footwear; orthotics for feet; Orthopedic support bandages; Orthotic inserts for footwear; Orthopedic device to stretch and exercise the toes and feet; Arch supports for boots or shoes; Supports for ankles and heels for medical use | 86/010,757 | 4485137 |

Unregistered Common Law Trademarks

1. EGX
2. SmartGrip
3. Lexington
4. Ariya
5. Thermothotic
6. PETALS (word and logo marks)
7. COMFORT & PROTECTION NEVER LOOKED SO GOOD
8. THE HIGHEST STANDARDS IN COMFORT & WELLNESS
9. EXCEPTIONAL MATERIALS... SUPERIOR CRAFTSMANSHIP!
10. APEX oblong logo
11. AMBULATOR man/triangle logo
12. CHARLOTTE
13. DONNA
14. EVELYN
15. JANICE
16. KAREN
17. LINDA
18. LISA
19. MIRANDA
20. OLIVIA
21. REGINA
22. BOSS
23. REINA
24. SIERRA TRAIL
25. STEALTH
26. ELIZA
27. FRANCES
28. HILLARY
29. LUCY
30. MARY

31. T2000
32. T2400
33. CONFORM FOOTWEAR
34. ATHLETIC WALKERS
35. ATHLETIC RUNNERS
36. BIOMECHANICAL FOOTWEAR

COPYRIGHTS

Registered Copyrights

1. TX5821010 biomechanical orthotic systems
2. TX1827352 E-Z fit show fitters program

DOMAIN NAMES

1. Apexfoot.com
2. Apexfoot.co
3. Apexfoot.net
4. Apexfoothealth.com
5. Apexfoothealth.net
6. Apexreps.com

AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY ASSIGNMENT

This Amendment No. 1 (this "Amendment") to that certain Intellectual Property Assignment (the "Assignment"), dated February 27, 2015, by and between Aetrex Worldwide, Inc., a New Jersey corporation ("Assignor"), and Apex Foot Health Industries, LLC, a Delaware limited liability company ("Assignee"), is made as of May 11, 2015.

WHEREAS, Assignor and Assignee executed and delivered the Assignment pursuant to the Asset Purchase Agreement, dated as of February 12, 2015, by and among Assignor, Assignee, the stockholders of Assignor listed on Schedule I thereto and, solely for purposes of Section 10.13 thereto, Orthotic Holdings, Inc., a Delaware corporation; and

WHEREAS, Assignor and Assignee desire to amend Schedule A to the Assignment in the manner set forth herein, for the sole purpose of adding to such Schedule the registered trademark "APEX" (United Kingdom), registration number UK00001346792;

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

1. Amendment.

(a) Schedule A to the Assignment is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule A set forth in Exhibit A attached hereto.

(b) Except as specifically set forth in this Amendment, the execution, delivery and performance of this Amendment shall not constitute a modification or waiver of any provision of the Assignment or operate as a modification or waiver of any right, power or remedy of any party under the Assignment, and the Assignment (as amended hereby) shall remain in full force and effect.

2. Miscellaneous.

(a) Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the laws of any jurisdiction other than the State of Delaware.

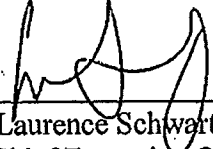
(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. A signature of any party to this Amendment transmitted by facsimile, electronic mail (including .pdf) or other electronic means is deemed to have been duly and validly delivered and to be valid and effective for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

AETREX WORLDWIDE, INC.

By:  _____

Name: Laurence Schwartz

Title: Chief Executive Officer

ASSIGNEE:

APEX FOOT HEALTH INDUSTRIES, LLC

By: _____

Name: Ivan Sabel

Title: President

TRADEMARK

REEL: 005520 FRAME: 0393

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

AETREX WORLDWIDE, INC.

By: _____

Name: Laurence Schwartz

Title: Chief Executive Officer

ASSIGNEE:

APEX FOOT HEALTH INDUSTRIES, LLC

By:  _____

Name: Ivan Sabel

Title: President

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REEL: 005520 FRAME: 0394

Exhibit A

**Schedule A to
Intellectual Property Assignment**

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| APEX DESIGN | United States of America | ® | Class 10: Orthopedic footwear; orthotics for feet; Orthopedic support bandages; Orthotic inserts for footwear; Orthopedic devise to stretch and exercise the toes and feet; Arch supports for boots or shoes; Supports for ankles and heels for medical use | 86/010,757 | 4485137 |

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