

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven Arnold		01/07/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Medi-Dyne Healthcare Products, Ltd.		
Street Address:	1812 Industrial Blvd.		
City:	Colleyville		
State/Country:	TEXAS		
Postal Code:	76034		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3764583	SWEAT SHIELD	
CORRESPONDENCE DATA			
Fax Number:	8063456363		
<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:	806-345-6357		
Email:	lwoods@bf-law.com		
Correspondent Name:	Laura Woods		
Address Line 1:	905 South Fillmore		
Address Line 2:	Suite 400		
Address Line 4:	Amarillo, TEXAS 79101		
NAME OF SUBMITTER:	Craig DiGiovanni		
SIGNATURE:	/Craig DiGiovanni/		
DATE SIGNED:	01/12/2016		
Total Attachments: 2			
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OP \$40.00 3764583

MARK ASSIGNMENT
(SWEAT SHIELD)

This Mark Assignment (this “**Assignment**”) is given (made) this 7th day of January, 2016 (the “**Effective Date**”) by STEVEN ARNOLD, an individual (“**Assignor**”) in favor of MEDI-DYNE HEALTHCARE PRODUCTS, LTD., a Texas limited partnership (“**Assignee**”).

RECITALS:

WHEREAS, Assignor owns the entire right, title and interest in and to the mark “Sweat Shield” along with the federal trademark registration for such mark, registration number 3764583, registered with the United States Trademark and Patent Office on March 23, 2010 (the “**Mark**”), and all logos or designs associated with the Mark, whether registered or unregistered; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Mark together with all the goodwill associated therewith, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the terms and conditions, mutual representations, warranties, covenants and agreements set forth in that certain Asset Purchase Agreement dated January 7, 2016, pursuant to which Assignee purchased certain assets of Assignor related to the product line associated with the Mark, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Mark. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Mark, together with the goodwill associated with the Mark.
2. Assignor Representations and Warranties. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Mark along with any designs or logos associated with the Mark;
 - b. All registrations for the Marks are currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark, servicemark or common law rights with respect to the Mark to any other person or entity;
 - d. There are no liens or security interests against the Mark;
 - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

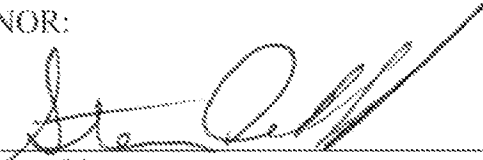
3. Other Instruments. At Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and the federal trademark registration therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Binding Agreement. This Assignment shall be binding on Assignor and shall inure to the benefit of Assignee and its successors and assigns, if any.

5. Choice of Law/Venue. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles, and shall be enforceable in the courts of the State of Texas. For such purpose, Assignor hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:



Steven Arnold

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