

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDICAL DIRECT CLUB, LLC		12/03/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMFORT MEDICAL, LLC		
Street Address:	4385 N.W. 124TH AVENUE		
City:	CORAL SPRINGS		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3839489	MEDICAL DIRECT CLUB	
Registration Number:	4013515	STOP USING DIRTY CATHETERS	
Registration Number:	4709733	CLUB CATH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	954-790-6690		
Email:	trademarks@johnsonmartinlaw.com		
Correspondent Name:	JOHNSON & MARTIN, P.A.		
Address Line 1:	500 WEST CYPRESS CREEK ROAD		
Address Line 2:	SUITE 430		
Address Line 4:	FORT LAUDERDALE, FLORIDA 33309		
ATTORNEY DOCKET NUMBER:	10075-0001		
NAME OF SUBMITTER:	Joyce Dougherty		
SIGNATURE:	/Joyce Dougherty/		
DATE SIGNED:	04/22/2016		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”), dated as of December 3, 2015, is entered into by and between Medical Direct Club, LLC, a Delaware limited liability company (“Seller”), and Comfort Medical, LLC, a Delaware limited liability company (“Purchaser”).

This Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement, of even date herewith, by and among Purchaser, Seller and certain other parties named therein (the “Purchase Agreement”), pursuant to which, Seller has agreed to sell, and Purchaser has agreed to purchase, among other things, the Business Intellectual Property of Seller, including the Trademarks and Domain Names (defined below), and all common law rights associated therewith.

Recitals

A. In connection with the Purchase Agreement, Seller wishes to sell, assign and transfer to Purchaser, and Purchaser wishes to acquire, Seller's entire right, title and interest in and to the Business Intellectual Property.

B. The Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Trademarks and Domain Names and all goodwill related to or symbolized by such Trademarks and Domain Names from Seller to Purchaser and recording such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices or domain name registrars.

Terms

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

2. Upon and subject to the terms and conditions of the Purchase Agreement and this Assignment, Seller hereby irrevocably sells, conveys, transfers and assigns to Purchaser, free and clear of all Liens and Orders of any kind whatsoever, all of Seller's worldwide right, title and interest in and to the following Business Intellectual Property:

(a) the trademarks set forth in Exhibit A hereto, including the registrations and applications and any and all common law rights relating thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (“Trademarks”);

(b) the domain names set forth in Exhibit B hereto (“Domain Names”);

(c) all rights, benefits and privileges of any kind whatsoever of Seller accruing under the Trademarks and Domain Names provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without

limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks and Domain Names; and

(e) any and all claims and causes of action, with respect to the Trademarks and Domain Names, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment.

4. All of the terms and provisions of this Assignment are binding upon Seller, Purchaser and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way amend or expand any of the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Seller or Purchaser) set forth in the Purchase Agreement. This Assignment is intended solely to effect the transfer of the Trademarks and Domain Names in accordance with the Purchase Agreement and shall not restrict any of Purchaser's rights thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart to this Assignment by facsimile or email in .pdf format shall be deemed delivery of an originally executed counterpart in all cases.

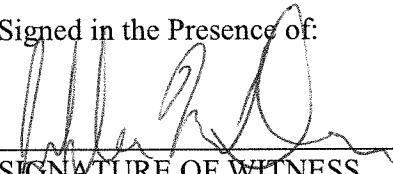
* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

MEDICAL DIRECT CLUB, LLC

Signed in the Presence of:

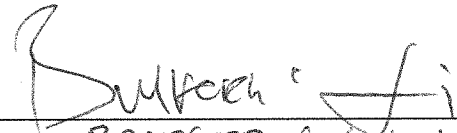


SIGNATURE OF WITNESS

Jeffrey McDaniel

Printed Name:

By: _____



Name: BRADFORD C. BULM

Title: CEO

PURCHASER:

COMFORT MEDICAL, LLC

Signed in the Presence of:

SIGNATURE OF WITNESS

Printed Name:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

Signed in the Presence of:

MEDICAL DIRECT CLUB, LLC

SIGNATURE OF WITNESS

By: _____

Name: _____

Title: _____

Printed Name:

PURCHASER:

Signed in the Presence of:

COMFORT MEDICAL, LLC



SIGNATURE OF WITNESS

By:  _____

Name: Shawn McRae

Title: MANAGER

E. E. Lochman

Printed Name:

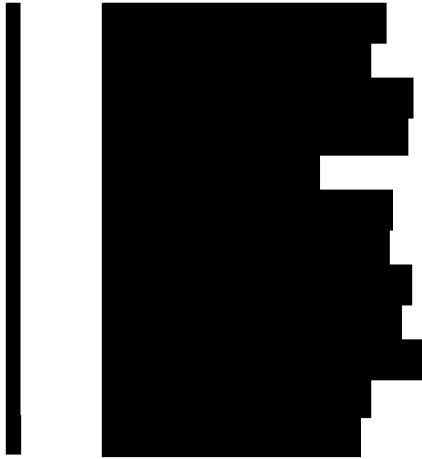
EXHIBIT A

TRADEMARKS

- “Medical Direct Club” – Standard Character Mark; Registration Date: August 24, 2010; Registration No. 3839489; Serial No. 77822040.
- “Stop Using Dirty Catheters” – Standard Character Mark; Registration Date: August 16, 2011; Registration No. 4013515; Serial No. 85049583.
- “Club Cath” – Standard Character Mark; Registration Date: March 24, 2015; Registration No. 4709733; Serial No. 86072079.

EXHIBIT B

DOMAIN NAME REGISTRATIONS



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