TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM395059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Enterprises, Inc.		08/02/2016	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Apothecary Products, LLC	
Street Address:	11750 12th Avenue South	
City:	Burnsville	
State/Country:	MINNESOTA	
Postal Code:	55337	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3324424	360° THERAPY BRACE
Registration Number:	2693724	ACU-LIFE
Registration Number:	3705304	ACU-STRAP
Registration Number:	2008340	HE
Registration Number:	3747960	NETI RINSE
Registration Number:	4092353	THERAPED
Registration Number:	3808393	THERAPOD
Registration Number:	4094694	THERATOES
Registration Number:	4297753	TRUE EASY SYRINGE

CORRESPONDENCE DATA

Fax Number: 6123325300

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: 6123325300

Email: Istrom@merchantgould.com
Correspondent Name: Merchant & Gould P.C.

Address Line 1: PO Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER: 01993.00000001

TRADEMARK REEL: 005854 FRAME: 0965

900374826

NAME OF SUBMITTER: Andrew S Ehard		
SIGNATURE:	/Andrew S. Ehard/	
DATE SIGNED:	08/15/2016	
Total Attachments: 3	<u> </u>	

Total Attachments: 3

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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 2, 2016, by Health Enterprises, Inc., a Massachusetts corporation ("Assignor"), in favor of Apothecary Products, LLC, a Delaware limited liability company ("Assignee").

Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"). Assignor has agreed to assign to Assignee all legal and beneficial right, title, interest and licenses in and to the Marks. Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

- 1. Assignor sells, assigns and transfers to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.
- 2. Assignor will, upon request, assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.
- 3. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.
- 4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.
- 5. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

HEALTH ENTERPRISES, INC.

Name: Glenn Leman

Title: Executive Chairman, CEO and Treasurer

[Signature page to Trademark Assignment]

EXHIBIT A TO TRADEMARK ASSIGNMENT

U.S. TRADEMARKS

Trademarks	Registration Date	Registration No.	
360° THERAPY BRACE	10/30/2007	3324424	
ACU-LIFE	03/04/2003	2693724	
ACU-STRAP	11/03/2009	3705304	
HE	10/15/1996	2008340	
NETI RINSE	02/09/2010	3747960	
THERAPED	01/24/2012	4092353	
THERAPOD	06/22/2010	3808393	
THERATOES	01/31/2012	4094694	
TRUE EASY SYRINGE	03/05/2013	4297753	

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RECORDED: 08/15/2016