

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Aid and Safety of Texas, Inc.		11/30/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	DXE Medical, Inc.		
Street Address:	1001 Flagpole Court		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4544903	WE PUT THE AED IN FIRST AID	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7864		
Email:	dwlcox@bakerlaw.com		
Correspondent Name:	Deborah A. Wilcox		
Address Line 1:	127 Public Square		
Address Line 2:	Key Tower, Suite 2000		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Deborah A. Wilcox		
SIGNATURE:	/daw/		
DATE SIGNED:	12/20/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among DXE Medical, Inc., an Ohio corporation ("Assignee"), First Aid and Safety of Texas, Inc., a Texas corporation ("Seller" and/or "Assignor"), and Frances Riggs, the equity holder of the Seller, Assignee will purchase all of Seller's right, title and interest in and to certain of the assets related to the conduct of the Business, and Buyer will assume certain of the liabilities and obligations of Seller related to the conduct of the Business, on the terms and conditions set forth therein;

WHEREAS, to the knowledge of Seller, Assignor owns the entire right, title and interest in and to the trademarks and trademark registrations set forth on Schedule A (hereinafter "Trademarks");

AND WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of Assignor in and to Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and set over unto Assignee, its legal representatives and its permitted successors and assigns, the entire right, title and interest in and to the interest of Assignor in and to the Trademarks (including any common law rights that may exist and are associated therewith), together with the whole of the goodwill of the Business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its permitted successors, assigns or other legal representatives; together with all income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages by reason of infringement of the Assignor's Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its permitted successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this present, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional reasonable acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in the Asset Purchase Agreement. Nothing in this Agreement shall be deemed to supercede, alter or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. If any conflict exists between this Agreement and the terms of the Asset Purchase Agreement, including but not limited to the remedies, the terms and conditions of the Asset Purchase Agreement shall govern and control.

[signature page follows]

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid Trademarks to be assigned by its duly authorized officer.

ASSIGNOR

First Aid and Safety of Texas, Inc.

By: _____

Name: Francis Riggs

Title: President

Date: November 30, 2016

ASSIGNEE

DXE Medical, Inc.

By:  _____

Name: Mark J. Dougherty

Title: Chief Financial Officer and Secretary

Date: November 30, 2016

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid Trademarks to be assigned by its duly authorized officer.

ASSIGNOR

First Aid and Safety of Texas, Inc.

By: 

Name: Francis Riggs

Title: President

Date: November 30, 2016

ASSIGNEE

DXE Medical, Inc.

By: _____

Name: Mark J. Dougherty

Title: Chief Financial Officer and Secretary

Date: November 30, 2016

Schedule A

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Registration Date	Recorded Owner
U.S.	FASTEX	Unregistered	N/A	N/A	N/A	N/A	First Aid & Safety of Texas, Inc.
U.S.	We Put the AED in First Aid	Registered	85916461	April 26, 2013	4544903	June 3, 2014	First Aid & Safety of Texas, Inc.