

900402135 04/12/2017

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423478

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J.T. Posey Company		02/28/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Posey Products, LLC		
<b>Street Address:</b>	570 Enterprise Drive		
<b>City:</b>	Neenah		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54956		
<b>Entity Type:</b>	<del>Corporation - DELAWARE</del> Limited Liability Company: Delaware		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4953617	SKINSLEEVES	
Registration Number:	0719717	POSEY.POSEY	
Registration Number:	1518793	POSEY	
Registration Number:	2335542	KEEPSAFE	
Registration Number:	2589326	HIPSTERS	
Registration Number:	2817300	POSEY	
Registration Number:	3643007	TWICE-AS-TOUGH	
Registration Number:	3891230	PEEK-A-BOO	
Registration Number:	3875355	POSEY	
Registration Number:	4368787	FIRST IN PATIENT SAFETY	
Registration Number:	3830334	PRO-HEELX	
Registration Number:	4154490	SITTER ELITE	
Serial Number:	85915312	SITTER PREMIER	
Registration Number:	3998864	SITTER SELECT	
Serial Number:	86328783	KEEPSAFE CADET	
Serial Number:	86328785	KEEPSAFE SCOUT	
Serial Number:	86328787	TLC	
Serial Number:	86328789	TOTAL LOCATION COVERAGE	
Registration Number:	4929319	SECURESLEEVE	

CH \$6:00:4953617

Property Type	Number	Word Mark
Serial Number:	87252809	2810
Serial Number:	87252812	2811
Serial Number:	87252814	2813
Serial Number:	87252819	2814
Serial Number:	87252823	2816
Serial Number:	87252834	2819

**CORRESPONDENCE DATA**

Fax Number: 4142259753  
*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: 4142259755  
Email: docketing@boylefred.com  
Correspondent Name: Michael J. Gratz  
Address Line 1: 840 N. Plankinton Ave.  
Address Line 4: Milwaukee, WISCONSIN 53203

NAME OF SUBMITTER:	Michael J. Gratz
SIGNATURE:	/michael j. gratz/
DATE SIGNED:	04/12/2017

**Total Attachments: 12**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this “**Assignment**”), dated as of February 28, 2017, is made and entered into by and between J.T. Posey Company, a California corporation (the “**Company**”), and Posey Products, LLC, a Delaware limited liability company (“**Buyer**”). The Company and Buyer are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Company and Buyer entered into that certain Asset Purchase Agreement, dated as of February 11, 2017 (the “**Asset Purchase Agreement**”), by and among the Company, Buyer, and solely for certain limited purposes set forth therein, TIDI Products, LLC, a Delaware limited liability company, Ernest M. Posey, an individual, David T. Posey, an individual, Mark H. Posey, an individual, the Ernest M. Posey Business Trust established March 18, 2003, the David T. Posey 2012 Business Trust established December 19, 2012, the Mark H. Posey 2012 Business Trust established December 19, 2012, the Dechomai Asset Trust and, solely in his capacity as the representative of the Company and the Shareholders, Ernest M. Posey; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Company has agreed to sell to Buyer, and Buyer has agreed to purchase from the Company, substantially all of the assets of the Company, including the Intellectual Property of the Company set forth on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Assignment and Assumption. The Company hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from the Company, free and clear of any Encumbrances other than Permitted Encumbrances, all of the Company’s right, title and interest in and to (a) the Intellectual Property listed on Schedule A attached hereto (collectively, the “**Assigned Intellectual Property**”) and (b) all goodwill and causes of action associated with such Assigned Intellectual Property, including, any claims and the right to collect damages for past infringement, dilution or other violation of any of such Assigned Intellectual Property.

3. Further Assurances. The Company hereby authorizes and requests the United States Patent and Trademark Office and any other intellectual property office in which the Intellectual Property is filed to issue trademark and other intellectual property registrations to the Buyer and the Buyer’s successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Terms of the Asset Purchase Agreement. This Assignment is being executed and delivered pursuant to and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of the Company or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Assignment, the rights of the Parties and all Actions arising in whole or in part under or in connection herewith, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles and conflicts of law. Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware for any actions, suits or proceedings arising out of or relating to this Assignment (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue on any action, suit or proceeding arising out of this Assignment in the state or federal courts sitting in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

6. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES TO IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS ASSIGNMENT, WHICH WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

7. Succession and Assignment; No Third-Party Beneficiary. This Assignment and the rights hereunder are not assignable by any Party unless such assignment is consented to in writing by the other Parties and any assignment in contravention to this provision shall be null and void; provided, however, that Buyer shall be permitted to assign its rights under this Assignment to (i) any of Buyer's Affiliates or (ii) as collateral security to any of the Lenders to such Buyer or any of its Affiliates. Subject to the preceding sentence, this Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Assignment is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied will give or be construed to give any Person, other than the Parties and their successors and permitted assigns, any legal or equitable rights hereunder.

8. Counterparts. This Assignment may be executed in any number of counterparts (including via electronic mail), each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by each Party.

[SIGNATURE PAGES FOLLOW]

BUYER:

POSEY PRODUCTS, LLC

By: Kevin McNamara

Name: Kevin McNamara

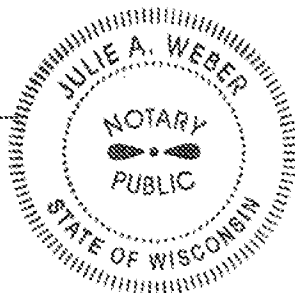
Title: President and Chief Executive Officer

STATE OF WISCONSIN }  
COUNTY OF WINNEBAGO) ss.

On \_\_\_\_\_ before me, personally appeared Kevin McNamara,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the  
same in his authorized capacity, and that by his signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Julie A. Weber  
(NOTARY SEAL)



IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

COMPANY:

J.T. POSEY COMPANY

By: R. S. Kelleher  
Name: Robert Kelleher  
Title: President

STATE OF [ ] }  
COUNTY OF [ ] }ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*California Compliant Notary  
Acknowledgment/Jurat Attached*

Signature \_\_\_\_\_  
(NOTARY SEAL)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On February 24, 2017 before me, Sherry DeLeo, Notary Public  
(Here insert name and title of the notary)

personally appeared Robert Kelleher  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sherry DeLeo  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Intellectual Property  
(Title or description of attached document)  
Assignment Agreement  
(Title or description of attached document (continued))  
Number of Pages Four Document Date N/A

**CAPACITY CLAIMED BY THE SIGNER**

Individual ~~(s)~~  
 Corporate Officer  
  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*







- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.




Schedule A

**Intellectual Property**


**Trademarks**




Mark	Jurisdiction	Serial No.	Registration No.	Due Dates within 120 days	Action Due
SKINSLEEVES	US	85/206,911	4953617		
POSEY  (WORD AND DESIGN)	US	72/096,732	0719717		
POSEY  (WORD AND DESIGN)	AT	768/82	100 432		
POSEY  (WORD AND DESIGN)	CH	354/1987	355701		
POSEY  (WORD AND DESIGN)	CN	3735156	3735156		
POSEY  (WORD AND DESIGN)	HK	301176039	301176039		
POSEY  (WORD AND DESIGN)	CN	6848656	6848656		

Mark	Jurisdiction	Serial No.	Registration No.	Due Dates within 120 days	Action Due
POSEY  (WORD AND DESIGN)	US	73/717,674	1518793		
KEEPSAFE	MX	1553763	1604140		
KEEPSAFE	US	75/668,888	2335542		
HIPSTERS	US	75/942,447	2589326		
POSEY	CN	3735157	3735157		
POSEY	HK	301176020	301176020		
POSEY	US	78/214,203	2817300		
TWICE-AS-TOUGH	US	77/619,648	3643007		
TWICE-AS-TOUGH	MX	1583612	1604147		
PEEK-A-BOO	MX	1840826	--		
PEEK-A-BOO	US	77/859,744	3891230	12-14-2016	8&15 Affidavits filed and pending approval
POSEY	CN	6848647	6848647		
POSEY	US	77/658,402	3875355		
FIRST IN PATIENT SAFETY	US	77/761,890	4368787		
PRO-HEELX	US	77/761,878	3830334		
PRO-HEELX	EU trademarks	8738494	8738494		
PRO-HEELX	MX	1603308	1586994		
SITTER ELITE	MX	1553765	1604141		
SITTER ELITE	US	77/861,817	4154490		
SITTER PREMIER	US	85/915,312	--		
SITTER SELECT	US	77/861,842	3998884		
POSEY	EU trademarks	9364233	9364233		
KEEPSAFE CADET	US	86/328,783	--		
KEEPSAFE SCOUT	US	86/328,785	--		
TLC	US	86/328,787	--		

Mark	Jurisdiction	Serial No.	Registration No.	Due Dates within 120 days	Action Due
TOTAL LOCATION COVERAGE	US	86/328,789	--		
POSEY	MX	1543695	1604138		
POSEY	MX	1543698	1586484		
POSEY	MX	1543700	1508564		
POSEY	MX	1543701	1523073		
POSEY	MX	1636131	--		
SECURESLEEVE	US	86/574,935	4929319		
SECURESLEEVE	MX	1660797	1648758		
SITTER ELITE	MX	1800791	--		
KEEPSAFE	MX	1800792	--		
2810	US	87/252,809	--	5-30-2017	Foreign Filings Deadline
2811	US	87/252,812	--	5-30-2017	Foreign Filings Deadline
2813	US	87/252,814	--	5-30-2017	Foreign Filings Deadline
2814	US	87/252,819	--	5-30-2017	Foreign Filings Deadline
2816	US	87/252,823	--	5-30-2017	Foreign Filings Deadline
2819	US	87/252,834	--	5-30-2017	Foreign Filings Deadline

The following four trademark registrations are owned in the name of "John T. Posey" or "John Thornton Posey" (the Company's founder) and are used in the operation of the Business in the relevant jurisdictions. The Company is working with local counsel in these jurisdictions to obtain assignments of these registrations. Any rights of the Company in or to these trademarks are being transferred "AS-IS" and the Company makes no representations or warranties with respect to these registrations or the use thereof.

Mark	Jurisdiction	Serial No.	Registration No.	Record Title
POSEY  (WORD AND	BX	2024	29403	John T. Posey

Mark	Jurisdiction	Serial No.	Registration No.	Record Title
DESIGN)				
POSEY  (WORD AND DESIGN)	DE	P 16110	901717	John T. Posey
POSEY  (WORD AND DESIGN)	DK	VA 004799	VR 003214 1967	J.T. Posey Company
POSEY  (WORD AND DESIGN)	FR	827911	N 1383544	John Thornton Posey

**Unregistered Trademarks**

WHERE COMFORT MEETS SAFETY
THE S.A.F.E. APPROACH TO FALLS MANAGEMENT
S.A.F.E., Survey-Analyze-Facilitate-Evaluate
Survey-Analyze-Facilitate-Evaluate
Think S.A.F.E. Thoughts*Think Posey
S.A.F.E. Approach
First in Falls Management
LEAST-TO-MOST
POSEY GREEN
POSEY SAFE AUDIT
POSEYCONNECT
TLC
TOTAL LOCATION COVERAGE
POSEYPARTNERS

**Patents**

Jurisdiction	App. No. / Patent No.	Title	Due Dates within 120 days	Action Due
US	10/316,226 7,047,991	Bed Enclosure	0	N/A
US	11/356,874 7,383,849	Bed Enclosure	0	N/A
US	12/131,217 7,905,242	Bed Enclosure	0	N/A
US	11/759,385 7,735,167	Bed Enclosure	0	N/A
US	15/140,308	Anchor for Use with Patient Restraints and Associated Methods	4-27-2017	Foreign Filing Deadline (PCT or National Applications)
US	Des. Ser. No. 29/586,117	Display Screen or Portion Thereof With Graphical User Interface	2-28-2017	Information Disclosure Statement
US	Des. Ser. No. 29/586,118	Display Screen or Portion Thereof With Graphical User Interface (Color Drawings)	2-28-2017	Information Disclosure Statement
US	15/379,960	Hip Protector	3-15-2017	Information Disclosure Statement

**U.S. Copyright Registrations**

Title	Reg. No.	Claimant
Posey inservice poster	TX0001237522	J. T. Posey Company
The Posey inservice guide : a guide to the proper use of Posey patient care products	TX0001142316	J. T. Posey Company

**Domain Names**

Aidsfordailyliving.com  
 Bedcabin.com  
 Bedenclosure.com  
 Fall-management.com  
 Firstinpatientsafety.com

Floatalliance.com  
Gotoposey.com  
Jtposey.com  
Posey.care  
Posey.com  
Posey.xxx  
Posey.healthcare  
Poseybed.com  
Poseypartners.com  
Poseyteam.com  
Poseywoundcare.com  
Poseysafeapp.com

The Company has a distributor agreement with VBM to private label and distribute the Cufflator Endotracheal Inflator and Manometer in the United States. The Company filed a 510(k) application with the FDA for this device, but VBM owns the design of this device.