

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Respcare, Inc		03/21/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Salter Labs		
Street Address:	272 East Deerpath Road		
Internal Address:	Suite 302		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3110456	RESPCARE	
Registration Number:	3314467	BRAVO	
Registration Number:	3326322	UTOPIA	
Registration Number:	3380657	HYBRID	
Registration Number:	4112120	ALOHA	
CORRESPONDENCE DATA			
Fax Number:	6032267499		
<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:	603-226-7490		
Email:	apeach@nhpat.com		
Correspondent Name:	Davis & Bujold, P.L.L.C.		
Address Line 1:	112 Pleasant Street		
Address Line 4:	Concord, NEW HAMPSHIRE 03301		
NAME OF SUBMITTER:	Michael J. Bujold		
SIGNATURE:	/Michael J. Bujold/		
DATE SIGNED:	09/26/2017		
Total Attachments: 6			

OP \$140.00 3110456

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), effective as of March 21, 2017, is by and between RESPCARE, INC., a Nevada corporation with a place of business at 6601 Lyons Road, Bldg. B, 1-4, Coconut Creek, FL 33073 ("**SELLER**"), and SALTER LABS, a California corporation with a place of business at 272 East Deerpath Road, Suite 302, Lake Forest, Illinois 60045 USA ("**BUYER**"), the purchaser of certain assets of SELLER pursuant to the Asset Purchase Agreement between BUYER and SELLER, dated contemporaneously herewith (the "**Purchase Agreement**").

Pursuant to the Purchase Agreement, SELLER has sold, assigned, conveyed, and otherwise transferred to BUYER, among other assets, certain intellectual property of SELLER, including, without limitation, certain issued patents and pending patent applications listed in *Schedule A* (the "**Patents**") and common law, pending applications, and/or registered trademarks listed in *Schedule B* (the "**Trademarks**").


Accordingly, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged SELLER and BUYER (each a "**party**" and together, the "**parties**") agree as follows:

1. **Assignment.** SELLER hereby forever, irrevocably sells, assigns, conveys, and otherwise transfers to BUYER, and BUYER hereby accepts:
 - a. all right, title, and interest in and to the Patents, all underlying inventions described therein, any U.S. or foreign continuation, division, renewal, substitute, or reissue thereof for the full term or terms for which the same may be granted, including the right to sue and collect damages for all past, present, and future infringements thereof; and
 - b. all right, title, and interest in and to the Trademarks, including, without limitation, all common law rights, all goodwill associated therewith, all goodwill associated with the business connected with the use of and symbolized by the Trademarks, and, in all cases, the right to bring lawsuits and infringement claims on and against and to collect damages associated therewith and therefrom for all past, present, and future infringements thereof.
2. **Miscellaneous.** SELLER agrees that, when requested, it shall sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing, maintaining, and/or enforcing the Patents and Trademarks in all countries and for vesting title thereto in BUYER, its successors, assigns, and legal representatives or nominees. SELLER represents and warrants that the interests and property conveyed in this IP Assignment are free from all prior assignment, grant, mortgage, license or other encumbrance. SELLER further agrees that it shall provide to BUYER, on request, all pertinent facts and/or documents relating to the Patents and Trademarks as may be known and reasonably accessible to SELLER and SELLER will testify as to the same in any interference or litigation related thereto..

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this IP Assignment to be executed and delivered as of the day and year first above written.

RESPCARE, INC.

Date: March 21, 2017

By: 
Name: Shara Hernandez
Title: President

SALTER LABS

Date: _____

By: _____
Name: Jane E. Kiernan
Title: Chief Executive Officer

[Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this IP Assignment to be executed and delivered as of the day and year first above written.

RESPCARE, INC.

Date: _____


By: _____

Name: Shara Hernandez

Title: President

SALTER LABS

Date: March 21, 2017 _____

By:  _____

Name: Jane E. Kiernan

Title: Chief Executive Officer

[Intellectual Property Assignment Agreement]

**Schedule A
PATENTS**

Owner of Record	Title	Status	Patent No./ Appl'n No.	Issue Date/ Filing Date
Respcare, Inc.	VENTILATION INTERFACE	Issued	D683047	12/16/2008
Respcare, Inc.	VENTILATION INTERFACE	Issued	D583048	12/16/2008
Respcare, Inc.	VENTILATION INTERFACE	Issued	D583049	12/16/2008
Respcare, Inc.	VENTILATION INTERFACE	Issued	D597659	08/04/2009
Respcare, Inc.	ADJUSTABLE NASAL PRONG AND HEADGEAR ASSEMBLY	Pending	15/206664	07/11/2016
Respcare, Inc.	HYBRID VENTILATION MASK WITH NASAL INTERFACE AND METHOD FOR CONFIGURING SUCH A MASK	Pending - Response to non-final Office Action entered 2/2/2017	14/275210	05/12/2014
Respcare, Inc.	VENTILATION INTERFACE	Appealed	14/483960	09/11/2014
Respcare, Inc.	VENTILATION INTERFACE	Issued	7559327	07/14/2009
Respcare, Inc.	HYBRID VENTILATION MASK WITH NASAL INTERFACE AND METHOD FOR CONFIGURING SUCH A MASK	Issued	8042539	10/25/2011
Respcare, Inc.	VENTILATION INTERFACE	Issued	8261745	09/11/2012
Respcare, Inc.	HYBRID VENTILATION MASK WITH NASAL INTERFACE AND METHOD FOR CONFIGURING SUCH A MASK	Issued	8762551	06/17/2014
Respcare, Inc.	VENTILATION MASK	Issued	8789532	07/29/2014
Respcare, Inc.	VENTILATION INTERFACE	Issued	8887725	11/18/2014
Respcare, Inc.	ADJUSTABLE NASAL PRONG AND HEADGEAR ASSEMBLY	Issued	9387300	07/12/2016
Respcare, Inc.	CUSHION FOR A BREATHING MASK	Issued	D550352	09/04/2007
Respcare, Inc.	VENTILATION INTERFACE	Issued	D550836	09/11/2007
Respcare, Inc.	VENTILATION INTERFACE	Issued	D557801	12/18/2007
Respcare, Inc.	VENTILATION INTERFACE	Issued	D564089	03/11/2008
Respcare, Inc.	VENTILATION INTERFACE	Issued	D564090	03/11/2008
Respcare, Inc.	VENTILATION INTERFACE	Issued	D568985	05/13/2008
Respcare, Inc.	VENTILATION INTERFACE	Issued	D585910	02/17/2009
Respcare, Inc.	RESPIRATORY FACE MASK	Issued	D687538	08/06/2013

Owner of Record	Title	Status	Patent No./ App'l'n No.	Issue Date/ Filing Date
Respcare, Inc.	HEADGEAR AND NASAL PILLOW ASSEMBLY	Issued	D704329	05/06/2014
Respcare, Inc.	HEADGEAR ASSEMBLY	Issued	D735317	07/28/2015

**Schedule B
TRADEMARKS**

TRADEMARK	Jurisdiction	Status	App'l'n No. / Reg. No.	Filing Date Reg. Date	Owner
RESPCARE	U.S.	Renewed	78/515865 3110456	11/12/2004 08/27/2006	Respcare, Inc.
BRAVO	U.S.	Registered	78/838892 3314467	03/16/2008 10/16/2007	Respcare, Inc.
UTOPIA	U.S.	Registered	78/553949 3326322	06/20/2005 10/30/2007	Respcare, Inc.
	U.S.	Registered	77/175570 3390557	05/09/2007 02/12/2008	Respcare, Inc.
ALPHA	U.S.	Registered	77/497481 4112120	06/12/2008 03/13/2012	Respcare, Inc.