

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buypap.com, LLC		09/01/2017	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	BuypapUSA.com, Inc.		
Street Address:	3325 Bartlett Blvd.		
Internal Address:	c/o Aerocare Holdings, Inc.		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32811		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85101613	BUYPAP	
CORRESPONDENCE DATA			
Fax Number:	8063456363		
<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:	8063456357		
Email:	pweir@bf-law.com		
Correspondent Name:	Patrick S. Weir		
Address Line 1:	905 S. Fillmore, Suite 400		
Address Line 4:	Amarillo, TEXAS 79105		
NAME OF SUBMITTER:	Patrick S. Weir		
SIGNATURE:	/PSW/		
DATE SIGNED:	10/20/2017		
Total Attachments: 4			
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OP \$40.00 85101613

MARK ASSIGNMENT
(BUYPAP)

This Mark Assignment (this "**Assignment**") is as of the 1st day of September, 2017 (the "**Effective Date**") by **BUYPAP.COM, LLC**, an Oregon limited liability company ("**Assignor**") in favor of **BUYPAPUSA.COM, INC.**, an Oregon corporation c/o **AEROCARE HOLDINGS, INC.**, 3325 Bartlett Blvd., Orlando, FL 32811 ("**Assignee**").

RECITALS:

WHEREAS, Assignor owns the entire right, title and interest in and to the Trademark "**BUYPAP**" including any registered or unregistered trademarks, service marks, logos, designs, trademarks, domain names, package designs and product designs; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill associated therewith, as part of a transaction involving the purchase by Assignee of substantially all of the assets of Assignor, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the terms and conditions, mutual representations, warranties, covenants and agreements set forth in that certain Asset Purchase Agreement dated effective September 1, 2017, pursuant to which Assignee purchased certain assets of Assignor related to the product line associated with the Mark, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Mark. The term "Mark" as used in this Assignment shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration applications rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: "BUYPAP"

Application or Registration Number: 85101613, filed August 6, 2010, registration date January 10, 2012

2. Assignment of Mark. Assignor hereby irrevocably transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated with the Mark.

3. Assignment of other intellectual property. Assignor also hereby transfers and assigns to Assignee all of Assignor's statutory, common law and other intellectual property rights (including, without limitation, all rights under copyright, trademark, trade name and trade

dress law and all rights to sue for past infringements thereof) associated with the Mark and all iterations or permutations thereof, including but not limited to anything confusingly similar to any of the foregoing or constituting a misspelling of any of the foregoing or including any of the foregoing together with any additional word or term.

4. Use after effective date. Assignor shall not make, and shall not permit any affiliate of Assignor or anyone else on Assignor's behalf to make, any further use of the Mark after the Effective Date, nor shall Assignors challenge, or permit any affiliate of Assignor or anyone else on Assignor's behalf to challenge, Assignee's use of the Mark after the Effective Date.

5. Assignor Representations and Warranties. Assignor represents and warrants that:
- a. Assignor owns the entire right, title and interest in and to the Mark along with any designs, logos or other intellectual property associated with the Mark;
 - b. All registrations for the Marks are currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark, servicemark or common law rights with respect to the Mark to any other person or entity;
 - d. There are no liens or security interests against the Mark;
 - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

6. Other Instruments. At Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and the federal trademark registration therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

7. Binding Agreement. This Assignment shall be binding on Assignor and shall inure to the benefit of Assignee and its successors and assigns, if any.

8. Choice of Law/Venue. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles, and shall be enforceable in the courts of the State of Oregon. For such purpose, Assignor hereby irrevocably submits to the jurisdiction

of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

[SIGNATURE PAGE FOLLOWS]

[MARK ASSIGNMENT - BUYPAP]

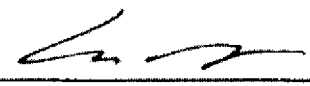
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

BUYPAP.COM, LLC, an Oregon limited liability company

By: 
Daniel B. Root, Member

By: Cart Logic, Inc., a Delaware corporation,
Member

By: 
Louis J. Doctor, President

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