

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACTIVEAID, INC.		04/30/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	ACTIVEAID ACQUISITION, LLC		
Street Address:	122 - 12TH AVENUE NO., SUITE 201		
City:	ST. CLOUD		
State/Country:	MINNESOTA		
Postal Code:	56303		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2886057	ACTIVEAID	
Registration Number:	1262903	ACTIVEAID	
Registration Number:	1263098	ACTIVEAID	
Registration Number:	0808887	ACTIVEAID	
Registration Number:	0808160	ACTIVEAID	
Serial Number:	76498531	SPARTAN	
Registration Number:	1656192	INFINITY	
Registration Number:	1268569	ACTIVEAID	
CORRESPONDENCE DATA			
Fax Number:	8166913495		
<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:	816.842.8600		
Email:	trademark@stinson.com		
Correspondent Name:	Tanya Hailey		
Address Line 1:	1201 Walnut St., Suite 2900		
Address Line 4:	Kansas City, MISSOURI 64106-2150		
NAME OF SUBMITTER:	Tanya Hailey		
SIGNATURE:	/Tanya Hailey/		

CH \$215.00 2886057

DATE SIGNED:	05/14/2018
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") dated as of April 30, 2018, is made by Activeaid, Inc. a Minnesota corporation, ("Seller"), in favor of Activeaid Acquisition, LLC, a Minnesota limited liability company ("Buyer"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated effective as of April 24, 2018 (the "Purchase Agreement"), pursuant to which, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, and subject to the terms and conditions of the Purchase Agreement:

1. Assignment. Seller hereby irrevocably sells, conveys, transfers, and assigns to Buyer, free and clear of all security interests, liens, encumbrances of any nature, infringements, licenses, liens or claims of third parties (collectively, "Encumbrances") and Buyer hereby accepts, all right, title, and interest in, to and under the following

(a) all common law and statutory rights in each trademark, service mark, trade dress, trade name and other indicator of source set forth on Schedule 1 hereto (together with any applications or registrations for those marks), including the goodwill associated therewith, (the "Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to institute or maintain any action for such legal and equitable relief and to collect, or otherwise recover, any such damages throughout the world.

2. Assignability. This Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

3. Terms of the Purchase Agreement; Conflict. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to supersede, modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement, each of which are incorporated by reference into this Trademark Assignment. To the extent that any provision of this Trademark

Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. At the request of Buyer, Seller shall execute and deliver to Buyer, or cause to be executed and delivered on behalf of Seller to Buyer, all further materials, documents and instruments of conveyance, transfer or assignment to effect, record or verify the transfer to, and vesting in Buyer of, all right, title and interest in and to the Trademarks, free and clear of all Encumbrances, in accordance with the terms of the Purchase Agreement, including any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first above written.

ACTIVEAID ACQUISITION, LLC

By: [Signature]
Its: CEO

ACTIVEAID, INC.

By: Mark C. Oja,
Name: Mark C. Oja
Title: President and C.E.O.

Subscribed and sworn to before me this 30 day of April, 2018.

[Signature]
Notary Public

Typed/Printed Name: _____

My Commission Expires:

SEAL:



[Signature Page to Trademark Assignment]

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark	App. No. / Reg. No.	Status	Goods/Services	Owner
Active US Federal Registrations				
ACTIVEAID	Reg. No. 2886057	Renewed	MEDICAL APPARATUS, NAMELY SHOWER CHAIRS, WHEELED CHAIRS	ACTIVEAID, INC.
ACTIVEAID	Reg. No. 1262903	Renewed	PATIENT HANDLING AND TREATMENT APPARATUS-NAMELY, TREATMENT TABLES, TILT TABLES, EMERGENCY SPINE BOARDS, BATH TUB CHAIRS AND BATH TUB TRANSFER BENCHES	ACTIVEAID, INC.
ACTIVEAID	Reg. No. 1263098	Renewed	MOTORIZED PARALLEL BARS	ACTIVEAID, INC.
ACTIVEAID	Reg. No. 0808887	Renewed	CANES, PARTICULARLY STABILIZED CANES OF FIRM-FOOTED CHARACTER	ACTIVEAID, INC.
ACTIVEAID	Reg. No. 0808160	Renewed	HOSPITAL AND REHABILITATION EQUIPMENT, PARTICULARLY INVALID CHAIRS AND PARTS, ESPECIALLY CHAIRS OF THE COMMODE-TYPE	ACTIVEAID, INC.
Active Minnesota State Registration				
ACTIVEAID	Reg. No. 0808160	Renewed	HOSPITAL AND REHABILITATION EQUIPMENT, PARTICULARLY INVALID CHAIRS AND PARTS, ESPECIALLY CHAIRS OF THE COMMODE-TYPE	ACTIVEAID, INC.
Inactive US Federal Application and Registrations				
SPARTAN	App No. 76498531	Abandoned	INVALID CHAIRS	ACTIVEAID, INC.
INFINITY	Reg. No. 1656192	Cancelled	WHEELCHAIRS	ACTIVEAID, INC.
ACTIVEAID	Reg. No. 1268569	Cancelled	RAISED TOILET SEATS TO ACCOMMODATE INVALID PATIENTS	ACTIVEAID, INC.