

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro-Pacifica, LLC		04/17/2015	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Cardinal Health 108, LLC		
Street Address:	700 Cardinal Place		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3832528	NITRISENSE	
Registration Number:	2052692	PACIFICA	
Registration Number:	2822681	CLINIKLEEN	
Registration Number:	2822682	CONTROLPLUS	
Registration Number:	2850430	EXTRA CARE	
Registration Number:	2888743	L-TOUCH	
Registration Number:	2850429	PACIFICA...FOR EXTRA CARE	
Registration Number:	2850432	SUPER CARE	
Registration Number:	2804651	STREAMLINER	
Registration Number:	4225903	TACTILEX	
Registration Number:	4101088	METRO-PACIFICA	
Registration Number:	3122469	SUPER STOPPERS	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	N. Christopher Norton; Diana S. Bae		

OP \$315.00 3832528

Address Line 1: 1717 K Street, NW
Address Line 4: Washington, D.C. 20006-5344

ATTORNEY DOCKET NUMBER: 032828.01596

NAME OF SUBMITTER: Diana S. Bae

SIGNATURE: /diana s. bae/

DATE SIGNED: 08/17/2018

Total Attachments: 15

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of January 23, 2015, by and among Cardinal Health 108, LLC, a Delaware limited liability company ("CH 108"), Cardinal Health 118, LLC, a Delaware limited liability company ("CH 118"), Cardinal Health 128, LLC, a Delaware limited liability company ("CH 128"), Cardinal Health P.R. 120, Inc., a Puerto Rican corporation ("CH 120" and together with CH 108, CH 118 and CH 128, "Buyer"), Metro Medical Supply, Inc., a Tennessee corporation ("MMS"), and the other entities listed on the signature page hereto, each of which is directly or indirectly wholly-owned by MMS as of the date hereof (such other entities listed on the signature page hereto collectively with MMS, the "Companies" and each a "Company"), Bart E. Ashley, an individual ("Ashley"), and F.H. Tompkins III, an individual ("Tompkins" and, collectively with Ashley, the "Shareholders" and individually, a "Shareholder").

PRELIMINARY STATEMENTS:

[REDACTED]

[REDACTED]

C. This Agreement contemplates a transaction in which each Company sells and Buyer purchases substantially all of the assets, rights and properties of each Company (other than the Excluded Assets), and in connection with such purchase and sale, Buyer assumes certain obligations and liabilities relating to the Business, all on the terms and subject to the conditions set forth in this Agreement.

[REDACTED]

AGREEMENT:

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions of this Agreement and except as otherwise specifically provided in Section 1.2, at the Closing, the Companies will grant, sell, assign, transfer and deliver to Buyer or its nominee, and Buyer or such nominee will purchase and acquire from the Companies, free and clear of all Liens, all right, title and interest of the Companies in and to all of the assets, properties, rights (contractual or otherwise) and business of every kind and description, wherever located, personal or mixed,

tangible or intangible, owned, held or used by any Company (all such assets, properties and rights collectively referred to herein as the "Purchased Assets"), including the following,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) all Company Proprietary Rights;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(m) all goodwill of any Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.11 Proprietary Rights; Software.

(a) Section 4.11(a) of the Disclosure Schedule sets forth a correct and complete list of all (i) Registered Proprietary Rights and the jurisdiction(s) in which each item of Registered Proprietary Rights is filed or registered, including the respective application or registration numbers, filing or registration dates and (ii) material non-registered Company Proprietary Rights, and (iii) Registered Proprietary Rights that are not exclusively owned by the Companies or the Acquired Subsidiaries, and in each case, identifies the owners thereof. Except as set forth on Section 4.11(a) of the Disclosure Schedule, a Company or an Acquired Subsidiary is the exclusive owner of all worldwide right, title, and interest in and to each of the Company

Proprietary Rights owned by or purported to be owned by such Company or such Acquired Subsidiary, free and clear of all Liens. None of the Company Proprietary Rights is subject to any outstanding Order and there are no Actions instituted, pending or, to the Knowledge of the Companies, threatened by any Person that contest the validity, use, ownership, licensing or enforceability of any Company Proprietary Rights. To the Knowledge of the Companies, none of the Company Proprietary Rights is being infringed. The use, exploitation and distribution by the Companies and the Acquired Subsidiaries of any Company Proprietary Rights, the operation of the businesses of and the products or services provided by the Companies and the Acquired Subsidiaries do not violate any license or infringe or are alleged to infringe any Proprietary Rights of any Person, violate the rights of any Person (including rights to privacy or publicity) or constitute unfair competition or trade practices under Applicable Laws. None of the Companies, the Acquired Subsidiaries or the Shareholders has received any notice from any Person claiming that the Business or any act, product, technology or service (including products, technology or services currently under development) of any Company or Acquired Subsidiary infringes or misappropriates the Proprietary Rights of any Person or constitutes unfair competition or trade practices under Applicable Law (and to the Knowledge of the Companies, there is no reasonable basis for such a claim).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Company Proprietary Rights” means all Proprietary Rights owned by or purported to be owned by, used by or licensed by any Company or Acquired Subsidiary, including the Proprietary Rights listed in Section 4.11(a) of the Disclosure Schedule.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Proprietary Rights” means all right, title and interest in: (i) all copyrights, in both published and unpublished works (including software, data and documentation and any transferred or waived third party moral rights or their equivalents) whether registered or unregistered and all other corresponding rights, and mask works and registrations and applications therefor; (ii) all United States and foreign patents, patent applications, patentable materials, letters patents and utility models, including continuations, continuations-in-part, divisionals, provisionals, reexaminations, reissue applications and renewals and extensions of any of foregoing; (iii) all trade names, fictitious business names, trade dress, registered and unregistered trademarks, service marks, and domain names, URL addresses, electronic mail addresses, design rights and all goodwill of the business associated therewith; (iv) Trade Secrets; (v) Software; (vi) Technology; and (vii) all rights to sue, recover damages, or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach of any Proprietary Right.

[REDACTED]

“Registered Proprietary Rights” means any Company Proprietary Rights registered in, or the subject of an application to register in a, federal, provincial, local and foreign jurisdiction.

[REDACTED]

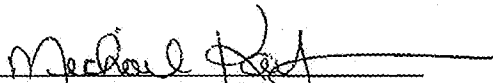
[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, Buyer, the Companies and the Shareholders have signed this Agreement as of the date first written above.

CARDINAL HEALTH 108, LLC

By: 
Name: Michael Katman
Title: Chief Financial Officer

[Additional Signature Pages Follow]

CARDINAL HEALTH 118, LLC

By: Michael Kaufman
Name: Michael Kaufman
Title: Chief Financial Officer

[Additional Signature Pages Follow]

CARDINAL HEALTH 128, LLC

By: Michael Hartmann
Name: Michael Hartmann
Title: Chief Financial Officer

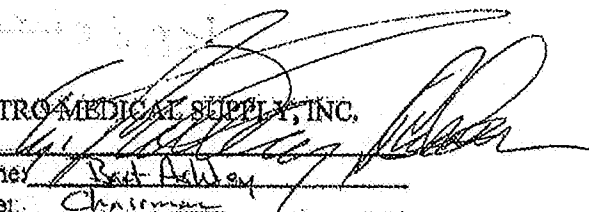
[Additional Signature Pages Follow]

CARDINAL HEALTH PR. 120, INC.

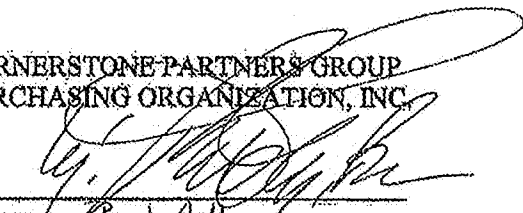
By: Michael Kaplan
Name: Michael Kaplan
Title: Chief Financial Officer

[Additional Signature Pages Follow]

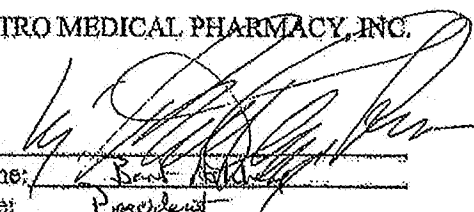
METRO MEDICAL SUPPLY, INC.

By: 
Name: Bart Ashley
Title: Chairman

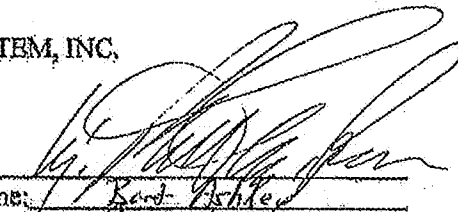
CORNERSTONE PARTNERS GROUP
PURCHASING ORGANIZATION, INC.

By: 
Name: Bart Ashley
Title: President

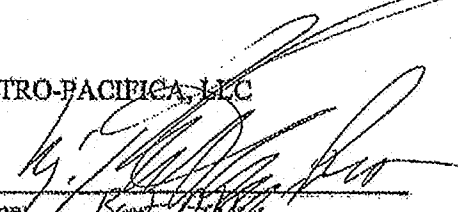
METRO MEDICAL PHARMACY, INC.

By: 
Name: Bart Ashley
Title: President


ORTEM, INC.

By: 
Name: Bart Ashley
Title: President

METRO-PACIFICA, LLC

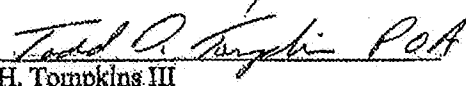
By: 
Name: Bart Ashley
Title: President

CONSOLIDATED PURCHASING GROUP,
INC.


By: 
Name: Bart Ashley
Title: President

THE SHAREHOLDERS


Bart E. Ashley


F.H. Tompkins III

The undersigned hereby accepts his appointment as Shareholders' Representative pursuant to Section 8.8 hereof.


David Price

Section 4.11(a)

Proprietary Rights; Software - Owned Rights

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Renewal</u>	<u>Jurisdiction</u>
Metro Pacifica, LLC	Nitrisense	3,832,528	10/10/2008	Due in 2020	U.S.
Metro Pacifica, LLC	Pacifica	2,052,692	05/23/1996	Renewed June 6, 2006	U.S.
Metro Pacifica, LLC	Clinikleen	2,822,681	03/06/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	ControlPlus	2,822,682	03/06/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	Extra Care	2,850,430	03/06/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	L-Touch	2,888,743	10/23/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	Pacifica . . . for Extra Care	2,850,429	03/06/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	Super Care	2,850,432	03/06/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	StreamLiner	2,804,651	03/11/2003	Renewed January 2010	U.S.
Metro Pacifica, LLC	Tactilex	4,225,903	10/10/2008	Due in 2022	U.S.
Metro Pacifica, LLC	Metro-Pacifica	4,101,088	12/08/2010	Due in 2022	U.S.

Metro Pacifica, LLC	Super Stopper	3,122,469	05/31/2005	Due August 1, 2016	U.S.
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