

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM498620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/24/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DM Systems, Incorporated		09/24/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Walgreen Health Solutions, LLC		
Street Address:	736 N. Western Ave.		
Internal Address:	Suite 314		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2084783	ANKLETOUGH	
Registration Number:	2686745	CADLOW	
Registration Number:	2279983	CASTWALKER	
Registration Number:	3329235	DM SYSTEMS	
Registration Number:	2719874	ELBOWLIFT	
Registration Number:	2931967	GAITKEEPER	
Registration Number:	1884414	HEELIFT	
Registration Number:	2504470	HEELIFT	
Registration Number:	4067881	HEELIFT AFO	
Registration Number:	4393698	HEELIFT GLIDE	
Registration Number:	3951223	HEELSAFE	
Registration Number:	3823513		
Registration Number:	5008764	PRESSUREALERT	
Registration Number:	5418865	POSITION HEALTH	
Registration Number:	5413493	TURNASSIST	
Registration Number:	5361595	DIGITAL HEALTH SOLUTIONS	

OP \$415.00 2084783

CORRESPONDENCE DATA**Fax Number:**

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.

Email: jnorton@rsslawoffices.com**Correspondent Name:** Joel H. Norton**Address Line 1:** 3 Hawthorn Parkway, Suite 370**Address Line 2:** Suite 370**Address Line 4:** Vernon Hills, ILLINOIS 60045

NAME OF SUBMITTER:	Joel H. Norton
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SIGNATURE:	/s/Joel H. Norton
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DATE SIGNED:	11/16/2018
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Total Attachments: 4

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TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the 24th day of September, 2018 by and between **DM Systems, Incorporated**, an Illinois corporation with a principal place of business located at 1316 Sherman Avenue, Evanston, IL 60201 ("Assignor") and **Walgreen Health Solutions, LLC**, an Illinois limited liability company with a principal place of business as 736 N. Western Avenue, Suite 314, Lake Forest, IL 60045 ("Assignee").

RECITALS

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the Trademarks (as defined below); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, interest and goodwill in and to the Trademarks and Assignor is willing to convey, sell, transfer and assign the same to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby confirmed and acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, (i) "Trademarks" shall mean the respective marks Assignor has adopted, used in commerce and registered with the United States Patent and Trademark Office and the appropriate agency within the European Union as set forth on the Schedule of Trademarks attached hereto; and (ii) "Transfer(ed)" shall mean any transfer (whether voluntary, involuntary or by operation of law), including without limitation, by way of issuance, sale, conveyance, assignment, participation, pledge, hypothecation, gift, bequeath, intestate transfer, distribution, liquidation, merger or consolidation in each case, to any person or entity.

2. **Representations and Warranties of Assignor Relating to the Assigned Rights.** Assignor hereby represents and warrants that: (i) Assignor is the sole owner of the Assigned Rights (as defined below), free and clear of any liens or other encumbrances; (ii) the Trademarks are registered with the United States Patent and Trademark Office and the appropriate agency within the European Union; (iii) there have been no challenges or disputes regarding Assignor's ownership or use of the Assigned Rights and, to Assignor's knowledge, no such challenge or dispute is threatened; (iv) Assignor's use of the Trademarks prior to its transfer to Assignee hereunder, and Assignee's use of the Trademarks immediately following its transfer to Assignee hereunder, is not subject to challenge by any owner of any registered or unregistered trademark, service mark or business name, and Assignor is not aware of any facts or circumstances that, as of the date hereof, could reasonably form the basis of a successful challenge to such use under applicable law; (v) no consent or other authorization is required to be obtained in order to validly transfer Assignor's right, title, interest and goodwill in and too the Assigned Rights to Assignee; and (vi) Assignor has neither Transferred, nor caused to be Transferred any right, title or interest in the Assigned Rights to any person or entity.

3. **Reliance.** Assignor acknowledges and understands that Assignee is entering into this Agreement in reliance upon the representations and warranties of Assignor herein.

4. **Assignment of Trademarks and Other Assigned Rights.** Subject to the terms and conditions of this Agreement, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with any and all other intellectual property rights, and all goodwill associated with the Trademarks (collectively, the "Assigned Rights"), and Assignee hereby accepts and receives all of Assignor's right, title and interest in and to the Assigned Rights. These rights shall include, but shall not be limited to, all rights to use, modify and exploit the Assigned Rights; the right to exclude others from using any of the Assigned Rights; the right to license, assign, convey, and pledge any of the Assigned Rights to others; the right to sue others and to collect damages for past, present and future infringements of any of the Assigned Rights; the right to create derivatives of the Assigned Rights and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Assigned Rights.

5. **Other Trademarks.** Assignor agrees that it shall not cause any other person or entity, including, without limitation, subsidiaries, or affiliates, to register any trademarks, or trade names that, under applicable law, would be confusingly similar to any of the Assigned Rights.

6. **Further Assurances.** Assignor further agrees to diligently execute any additional documents or take any other actions, at Assignee's request, for the purposes of consummating the transactions contemplated hereunder, including, without limitation, recording any and all documents and instruments reasonably required to consummate such transactions with the appropriate governmental office or agency.

7. **Miscellaneous.**

a. This Agreement shall be binding upon the successors and assigns of Assignor and Assignee.

b. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles thereof.

c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

d. This Agreement may be amended, and any of its provisions waived, only by an instrument in writing signed on behalf of each of the parties hereto.

e. This Agreement constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

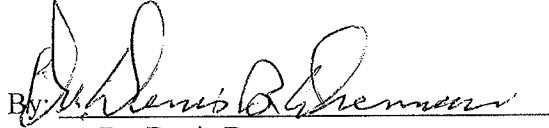
IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by a person duly authorized, as of the date first written above.

ASSIGNOR:

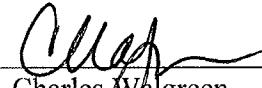
ASSIGNEE:

DM SYSTEMS, INCORPORATED

**WALGREEN HEALTH SOLUTIONS,
LLC**

By: 

Dr. Denis Drennan
Title: President

By: 
Charles Walgreen
Title: Manager

SCHEDULE OF TRADEMARKS

Trademark	Jurisdiction	Applicant/Registrant	Status	Application Number	Application Date	Registration Number	Registration Date	Maintenance Due	Classes
ANKLETOUGH	United States of America	DM Systems, Inc.	Registered	75022756	21 Nov 1995	2084783	29 Jul 1997	29 Jul 2017	28
CADLOW	United States of America	DM Systems, Inc.	Registered	78124030	25 Apr 2002	2686745	11 Feb 2003	11 Feb 2023	10
CASTWALKER	United States of America	DM Systems, Inc.	Registered	75398562	02 Dec 1997	2279983	21 Sep 1999	21 Sep 2019	10
DM SYSTEMS	United States of America	DM Systems, Inc.	Registered	78820940	22 Feb 2006	3329235	06 Nov 2007	06 Nov 2017	10, 28
ELBOW/LIFT	United States of America	DM Systems, Inc.	Registered	76254411	08 May 2001	2719874	27 May 2003	27 May 2023	10
GAITKEEPER	United States of America	DM Systems, Inc.	Registered	78303389	22 Sep 2003	2931967	08 Mar 2005	08 Mar 2025	10
HELLIFT	United States of America	DM Systems, Inc.	Registered	74455457	06 Dec 1993	1884414	14 Mar 1995	14 Mar 2025	10
HELLIFT	United States of America	DM Systems, Inc.	Registered	76198223	23 Jan 2001	2504470	06 Nov 2001	06 Nov 2021	10
HELLIFT AFO	United States of America	DM Systems, Inc.	Registered	77919745	25 Jan 2010	4067881	06 Dec 2011	06 Dec 2021	10
HELLIFT GLIDE	United States of America	DM Systems, Inc.	Registered	85659242	22 Jun 2012	4393698	27 Aug 2013	27 Aug 2023	10
HELLSAFE	United States of America	DM Systems, Inc.	Registered	77504004	20 Jun 2008	3951223	26 Apr 2011	26 Apr 2021	10
No text (77323472)	United States of America	DM Systems, Inc.	Registered	77323472	07 Nov 2007	3823513	27 Jul 2010	27 Jul 2020	10
PRESSUREALERT	United States of America	DM Systems, Inc.	Registered	86478192	11 Dec 2014	5008764	7/26/2016	01 Aug 2026	10
POSITION HEALTH	United States of America	DM Systems, Inc.	Registered	87013613	25 Apr 2016	5418865	6-Mar-18	01 Feb 2028	10
TURNASSIST	United States of America	DM Systems, Inc.	Registered	87013597	25 Apr 2016	5413493	27-Feb-18	01 Jan 2028	10
DIGITAL HEALTH SOLUTIONS	United States of America	DM Systems, Inc.	Registered	86946542	20 Mar 2016	5361595	19-Dec-17	01 Dec 2027	9, 10