

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ActiveCare, Inc.		10/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Telcare Medical Supply, LLC		
Street Address:	150 Baker Ave		
Internal Address:	Suite 300		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4049730	ACTIVECARE	
Registration Number:	4411357	ACTIVEONE+	
Registration Number:	3948505	ACTIVEONE	
Registration Number:	4088972	ACTIVEHOME	
Registration Number:	4088971	ACTIVEHOME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	11/19/2018		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of October 2, 2018, by and among ActiveCare, Inc., a Delaware corporation (the "ActiveCare"), 4G Biometrics, LLC, a Texas limited liability company ("4G"), and together with ActiveCare, the "Assignors") and Telcare Medical Supply, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of October 2, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, the Assignors have agreed to sell to Assignee, and Assignee has agreed to acquire from the Assignors, substantially all of the assets of the Assignors relating to the operation of its business (the "Business");

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignors agreed to sell, assign and transfer to Assignee, each respective Assignor's entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), owned by the Assignors and solely related to and used in the Business, including, without limitation, all Trademarks set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Assigned Trademarks");

WHEREAS, each Assignor hereby desires to sell, assign, transfer and set over unto Assignee, and Assignee has the desire accept, all rights, title and interest in and to the Assigned Trademarks as specified in this Agreement;

WHEREAS, in connection therewith, the Assignors now wish to assign to Assignee, and Assignee is desirous of acquiring from the Assignors, the Assigned Trademarks;

NOW, THEREFORE, valuable consideration furnished by Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. The Assignors shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. The Assignors shall make no further use of the Assigned Trademarks on or in connection with any goods or services, nor shall any Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Assignment.
4. The Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
5. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. This Assignment shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Delaware.
8. All disputes and differences of any kind arising under this Assignment, including the existence or continued existence of this Assignment and the arbitrability of a particular issue, which cannot be settled amicably by the parties, shall be handled in accordance with the provisions set forth in the Purchase Agreement.

[signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNORS:

ASSIGNEE:

ACTIVECARE, INC

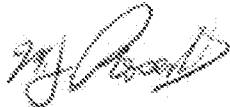
TELCARE MEDICAL SUPPLY, LLC

By: 

Name: Mark Rosenblum
Title: Chief Executive Officer

By: _____
Name: Peter Ferola
Title: Secretary

4G BIOMETRICS, LLC

By: 

Name: Mark Rosenblum
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.


ASSIGNORS:

ACTIVECARE, INC

By: _____
Name:
Title:

ASSIGNEE:

TELCARE MEDICAL SUPPLY, LLC

By:  _____
Name: Peter Ferola
Title: Secretary

4G BIOMETRICS, LLC

By: _____
Name:
Title:

SCHEDULE 1

ASSIGNED TRADEMARKS

ACTIVECARE	Registration No.: 4049730
ACTIVEONE+	Registration No.: 4411357
ACTIVEONE	Registration No.: 3948505
ActiveHome	Registration No.: 4088972
ActiveHome	Registration No.: 4088971