

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decubex Incorporated		10/22/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	StateServ Medical of Florida, LLC		
Street Address:	1201 S. Alma School Rd., Suite 4000		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85210		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3120072	DECUBEX	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	087664-0107		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	11/03/2021		
Total Attachments: 7			
source=Decubex - Assignment of IP Agreement - USPTO#page1.tif			
source=Decubex - Assignment of IP Agreement - USPTO#page2.tif			
source=Decubex - Assignment of IP Agreement - USPTO#page3.tif			

CH \$40.00 3120072

source=Decubex - Assignment of IP Agreement - USPTO#page4.tif

source=Decubex - Assignment of IP Agreement - USPTO#page5.tif

source=Decubex - Assignment of IP Agreement - USPTO#page6.tif

source=Decubex - Assignment of IP Agreement - USPTO#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of October 22, 2020 (“**Effective Date**”), is entered into by and between (ii) Decubex Incorporated, a Florida corporation (“**Assignor**”) and StateServ Medical of Florida, LLC, a Florida limited liability company (“**Purchaser**”).

WHEREAS, Assignor, together with certain other parties (collectively, the “**Seller Parties**”) and Purchaser are parties to that certain Asset Purchase Agreement dated September 1, 2020 (the “**Purchase Agreement**”);

WHEREAS, under the terms and conditions set forth in the Purchase Agreement, Assignor has, together with other Seller Parties, agreed to sell, convey, assign, transfer and deliver to Purchaser all right, title and interest in and to all Intellectual Property Assets and to enter into this Agreement, the execution and delivery of which is required by Section 2.10 of the Purchase Agreement and is a condition of consummating the transactions contemplated under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Purchaser, intending to be legally bound, agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings when used herein with initial capital letters:

1.1 “**Governmental Authority**”: any federal, national, supra-national, state, county, city, municipal, or other local or foreign government or any subdivision, authority, commission, board, bureau, court, administrative panel, or other instrumentality thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of any government.

1.2 “**Intellectual Property Assets**”: as set forth in the Purchase Agreement.

1.3 “**Intellectual Property Rights**”: any and all right, title and interest in or relating to intellectual property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (a) patents and patent applications, including all continuations, divisionals, continuations in part, provisionals and patents issuing on any of the foregoing, and all renewals, reexaminations, substitutions, extensions and reissues of any of the foregoing; (b) trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names, trade styles and other source or business identifiers and general intangibles of a like nature, together with all of the goodwill associated with any of the foregoing, and all registrations, applications for registration, renewals and extensions of any of the foregoing; (c) copyrights and rights in works of authorship, compilations, data, database and design rights, whether or not registered or published, and all registrations, applications for registration, renewals, extensions and reversions of any of the foregoing; (d) trade secrets, know-how and other confidential or proprietary information; (e) Internet domain names and social media accounts; (f) software or IT systems; (g) rights of privacy and publicity and all other intellectual

property rights arising under the Laws of any jurisdiction throughout the world or pursuant to any international convention; (h) any other similar rights or assets that embody the foregoing (i) rights to sue for past infringement, if any, in connection with any of the foregoing.

1.4 “**Law**”: any federal, state, county, city, municipal, foreign, or other governmental statute, law, rule, regulation, ordinance, order, judgment, decree, code, treaty or requirement (including pursuant to any settlement agreement or consent decree) and any permit granted under any of the foregoing, or any requirement under the common Law, or any other pronouncement of any Governmental Authority having the effect of law.

2. Assignment.

2.1 Assignor, on behalf of itself, the Seller Parties, and its and their employees, contractors, and representatives, hereby irrevocably and unconditionally conveys, assigns, transfers and delivers to Purchaser, and Purchaser hereby acquires from Assignor all right, title, and interest in and to all Intellectual Property Assets (including, without limitation, the Intellectual Property Rights specified on Exhibit A), free and clear of any and all Liens.

2.2 If and to the extent that, as a matter of Law in any jurisdiction or otherwise, ownership, title, or any rights or interest in or to any Intellectual Property Assets cannot be assigned as provided in Section 2.1, Assignor on behalf of itself, the Seller Parties, and its and their employees, contractors, and representatives, hereby irrevocably grants to Purchaser (and its successors and assigns) an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any such Intellectual Property Rights that cannot be assigned as contemplated by Section 2.1.

3. Further Assurances; Power of Attorney. Assignor agrees to assist Purchaser, at Purchaser’s sole cost and expense, as reasonably requested by Purchaser to (a) evidence, record and perfect the assignment in Section 2 and to apply for and obtain recordation of and from time to time secure, enforce, maintain, and defend the assigned rights and (b) transfer the domain name listed on Exhibit B to a domain name administrator account controlled by Purchaser. If Purchaser is unable for any reason whatsoever to secure Assignor’s signature to any document requested by Purchaser under this Section 3, Assignor hereby irrevocably designates and appoints Purchaser and its duly authorized officers and agents, as Assignor’s agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor’s behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Notices. Any notice, request, instruction or other document required or permitted to be given under this Agreement by any party to another party will be in writing and will be given to such party to the addresses first listed above, or to such other address as the party to whom notice is to be given may provide in a written notice to the party giving such notice. Each such notice, request, or other communication will be effective (a) if given by certified mail, return receipt requested, with postage prepaid addressed as aforesaid, upon receipt (and refusal of receipt shall constitute receipt), (b) one (1) business day after being furnished to a nationally recognized

overnight courier for next business day delivery, or (c) on the date sent if sent by electronic mail, receipt confirmed in each case, with a copy contemporaneously being sent pursuant to clauses (a) or (c) above.

5. Amendment; Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the parties (or by any successor to each such party), or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Purchaser (and its successors and assigns) may freely assign this Agreement. This Agreement may not be assigned by Assignor, except with the prior written consent of the other party hereto. Any purported assignment in violation of this Section 6 is void.

7. Governing Law; Consent to Jurisdiction. This Agreement will be governed by, and construed in accordance with, the Laws of the State of Delaware without regard to the conflict of Laws rules of such state. Each of the Parties hereby irrevocably consents and agrees that it shall bring any action, suit or proceeding with respect to any matter arising under or relating to this Agreement or the subject matter hereof in the Court of Chancery of the State of Delaware (or if jurisdiction is not available in such court, then in any federal court located in the State of Delaware). Each of the Parties hereby irrevocably accepts and submits, for itself and in respect of its properties, to the jurisdiction of the Court of Chancery of the State of Delaware (or if jurisdiction is not available in such court, then in any federal court located in the State of Delaware), *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding. Each of the Parties hereby irrevocably and unconditionally waives any objection or defense which it may now or hereafter have to the laying of venue to any such action, suit or Proceeding in the Court of Chancery of the State of Delaware (or if jurisdiction is not available in such court, then in any federal court located in the State of Delaware) and hereby irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or Proceeding brought in such court has been brought in an inconvenient forum.

9. Relationship of Parties. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the parties. The parties hereto agree that Assignor will be considered an independent contractor in the performance of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by facsimile,

email or other means of electronic submission in portable document format (.pdf), and such signatures shall be treated as original signatures for all applicable purposes.

11. Construction. Unless the context requires otherwise, (a) the headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Agreement, (b) each term defined in this Agreement has the meaning assigned to it, (c) words in the singular include the plural and vice versa, (d) reference to any Law shall be construed as a reference to such Law as re-enacted, re-designated, amended or extended from time to time prior to the date hereof, and (e) the terms “include,” “including” and “includes” mean “include, including or includes without limitation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12. Entire Agreement; Severability; Specific Performance. This Agreement and the Purchase Agreement (together with the Disclosure Schedules, Annexes and Exhibits to the foregoing) constitute the entire agreement among the Parties and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the subject matter hereof. If any provision of this Agreement or the application of any such provision or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision and such invalid, illegal or unenforceable provision will be reformed, construed and enforced as if such provision had never been contained herein and there had been contained in this Agreement instead such valid, legal and enforceable provisions as would most nearly accomplish the intent and purpose of such invalid, illegal or unenforceable provision. Notwithstanding anything in this Agreement to the contrary, the Parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with the terms hereof, and that the Parties shall be entitled to seek an injunction, specific performance or other equitable relief

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

DECUBEX INCORPORATED

By: Edward A. Shancey
Name: Edward A. Shancey III
Title: President and Chief Executive Officer

PURCHASER:

STATESERV MEDICAL OF FLORIDA, LLC, a
Florida limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

DECUBEX INCORPORATED

By: _____

Name: Edward A. Shancey III

Title: President and Chief Executive Officer

PURCHASER:

STATESERV MEDICAL OF FLORIDA, LLC, a
Florida limited liability company

By:  _____

Name: Drue Pounds

Title: Secretary and Treasurer

{Signature page to Intellectual Property Assignment and Assumption Agreement}

TRADEMARK
REEL: 007483 FRAME: 0509

Exhibit A

Assigned Intellectual Property

The Intellectual Property Assets include, without limitation, the following:

Trademark

The following service mark, together with all of the goodwill associated therein:

Mark	Class/Goods and Services	Serial No.	Registration No.	Filing Date	Registration Date
DECUBEX	IC 044. US 100 101. G & S: Rental and rent-to-own services of hospital and medical equipment, namely, durable medical equipment, bariatric equipment, respiratory equipment, equipment for low air loss therapy, and wound care supplies.	78,673,115	3,120,072	July 19, 2005	July 25, 2006