

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DeVilbiss Healthcare, LLC		03/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cinco Reals, LLC		
Street Address:	203 Avenue A NW		
Internal Address:	Suite 300		
City:	Winter Haven		
State/Country:	FLORIDA		
Postal Code:	33881		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4476350	ADHERENCE SCORE	
Registration Number:	4500572	AUTOADJUST	
Registration Number:	3468567	INTELLIPAP	
Registration Number:	3011418	FLEXSET	
Registration Number:	4728443	PULSEDOSE	
Registration Number:	1926354	PULSEDOSE	
Registration Number:	3577301	SMARTCODE	
Registration Number:	4604268	SMARTCODE ADHERENCE SCORE	
Registration Number:	4149924	SMARTFLEX	
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>			
Phone:	2489888360		
Email:	tmdocket@cgolaw.com		
Correspondent Name:	Carlson, Gaskey & Olds, P.C.		
Address Line 1:	400 W. Maple Road, Suite 350		
Address Line 4:	Birmingham, MICHIGAN 48009		

CH \$240.00 4476350

NAME OF SUBMITTER:	TIMOTHY C. BRADLEY
SIGNATURE:	/TIMOTHY C. BRADLEY/
DATE SIGNED:	04/28/2022
Total Attachments: 6 source=TM_Assignment_DV-to-CR#page1.tif source=TM_Assignment_DV-to-CR#page2.tif source=TM_Assignment_DV-to-CR#page3.tif source=TM_Assignment_DV-to-CR#page4.tif source=TM_Assignment_DV-to-CR#page5.tif source=TM_Assignment_DV-to-CR#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 1, 2022, is made by DeVilbiss Healthcare, LLC, a Delaware limited liability company, located at 99 Seaview Blvd, Suite 210, Port Washington, New York 11050 ("Seller"), in favor of Cinco Reals, LLC, a Delaware limited liability company, located at 203 Avenue A NW, Suite 300, Winter Haven, FL 33881 ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of March 1, 2022 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, 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, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), all common law rights in the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned 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 on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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. 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. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of this Trademark Assignment 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.

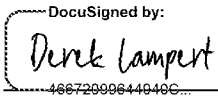
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

DEVILBISS HEALTHCARE, LLC

By  _____
48872990644040C...

Name: Derek Lampert

Title: Chief Executive Officer

Address for Notices:

99 Seaview Blvd, Suite 210
Port Washington, NY 11050

AGREED TO AND ACCEPTED:

CINCO REALS, LLC

By _____

Name: Tom Pontzius

Title: President

Address for Notices:
203 Avenue A NW, Suite 300
Winter Haven, FL 33881

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

DEVILBISS HEALTHCARE, LLC

By _____

Name: _____

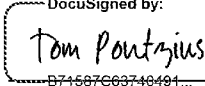
Title: _____

Address for Notices:

99 Seaview Blvd, Suite 210
Port Washington, NY 11050

AGREED TO AND ACCEPTED:

CINCO REALS, LLC

By  _____
B71587C63740491...

Name: Tom Pontzius

Title: President

Address for Notices:
203 Avenue A NW, Suite 300
Winter Haven, FL 33881