

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polymedica Corporation		11/26/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Liberty Medical, LLC		
Street Address:	8881 US Hwy 1, Suite 1		
City:	Port St. Lucie		
State/Country:	FLORIDA		
Postal Code:	34952		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3219346	LIBERTY	
Registration Number:	3092188	LIBERTY	
Registration Number:	3240153	LIBERTY	
Registration Number:	3618554	LIBERTY	
Registration Number:	3606087	LIBERTY	
Registration Number:	3618555	LIBERTY	
Registration Number:	4266038	LIBERTY	
Registration Number:	4077577	LIBERTY HEALTHY LIVING	
Registration Number:	4077576	LIBERTY HEALTHY LIVING	
Registration Number:	4313504	LIBERTY HEALTHY LIVING	
Registration Number:	4313505	LIBERTY HEALTHY LIVING	
Registration Number:	4400521	LIBERTY HEALTHYLIVING	
Registration Number:	4150557	LIBERTY HEALTHYLIVING	
Registration Number:	4075291	LIBERTY LINK	
Registration Number:	2737930	WE DELIVER BETTER HEALTH	
Registration Number:	3492556	LIBERTY MEDICAL RESPONSE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 3219346

TRADEMARK

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: ip@akerman.com
Correspondent Name: Shelley B. Mixon
Address Line 1: 1400 Wewatta Street, Suite 500
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	031225
NAME OF SUBMITTER:	Shelley B. Mixon
SIGNATURE:	/sbm/
DATE SIGNED:	11/26/2014

Total Attachments: 7

source=109885374_v 1_Exhibit D - Assignment of Trademarks#page1.tif
source=109885374_v 1_Exhibit D - Assignment of Trademarks#page2.tif
source=109885374_v 1_Exhibit D - Assignment of Trademarks#page3.tif
source=109885374_v 1_Exhibit D - Assignment of Trademarks#page4.tif
source=109885374_v 1_Exhibit D - Assignment of Trademarks#page5.tif
source=109885374_v 1_Exhibit D - Assignment of Trademarks#page6.tif
source=109885374_v 1_Exhibit D - Assignment of Trademarks#page7.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the “*Assignment*”) dated as of November 26, 2014 (the “*Effective Date*”), is made by and among ATLS ACQUISITION, LLC, a Delaware limited liability company, FGST INVESTMENTS, INC., a Delaware corporation, NATIONAL DIABETIC MEDICAL SUPPLY, L.L.C., a Delaware limited liability company, POLYMEDICA CORPORATION, a Massachusetts corporation, LIBERTY LANE DEVELOPMENT COMPANY, INC., a Florida corporation, LIBERTY HEALTHCARE GROUP, INC., a Delaware corporation, LIBERTY MEDICAL SUPPLY, INC., a Florida corporation, LIBERTY MARKETPLACE, INC., a Delaware corporation, LIBERTY LANE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, LIBERTY HEALTHCARE PHARMACY OF NEVADA LLC, a Nevada limited liability company (collectively, the “*Assignors*”) and LIBERTY MEDICAL, LLC, a Florida limited liability company (the “*Assignee*” and, collectively with the Assignors, the “*Parties*”).

RECITALS

The Parties acknowledge as follows:

A. Each of the Assignors is a chapter 11 debtor and debtor in possession under jointly administered Case No. 13-10262 (PJW) *et seq.* in the United States Bankruptcy Court for the District of Delaware.

B. The Assignors and the Assignee have entered into a certain Asset Purchase Agreement dated as of November 13, 2014 (the “*Purchase Agreement*”), pursuant to which the Assignors have agreed to assign, convey, and transfer certain intellectual property, including the Trademarks, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, to the Assignee, and the present Assignment confirms and effectuates the foregoing agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement;

C. The Assignors are the owners of all right, title, and interest in and to the trademarks and United States registration and applications therefor, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the “*Trademarks*”);

For good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** The Assignors hereby assign to the Assignee, free and clear of all Liens, Claims, Interests or Encumbrances (other than Permitted Liens), all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the U.S. registrations and applications therefor, as set forth in Schedule A, and all rights arising thereunder, including the right to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same.

2. **Further Actions.** This Assignment has been executed and delivered by the Assignors with the agreement that the same may be recorded with the United States Patent and Trademark Office. The Parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.

3. **Purchase Agreement and Sale Order.** This Assignment and the provisions hereof are subject to the terms and conditions set forth in the Purchase Agreement and the Sale Order. Assignee and Assignors hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect or survival of the terms and provisions of the Purchase Agreement and the Sale Order. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement and/or the Sale Order, the terms and provisions of the Purchase Agreement and/or the Sale Order shall prevail, govern and control in all respects without limitation.

4. **Amendments.** No modification or amendment of this Assignment shall be valid and binding, unless it is in writing and signed by all Parties hereto.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile and electronic mail copies of signatures will be deemed originals for all purposes hereof and a Party may produce such copies, without the need to produce original signatures, to prove the existence of this Assignment in any proceeding brought hereunder. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by all the Parties.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

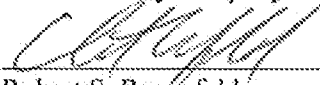
7. **Governing Laws.** This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

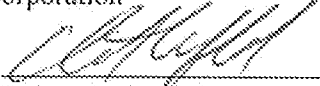
IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNORS:

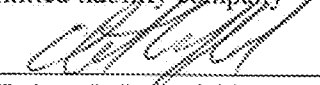
ATLS ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

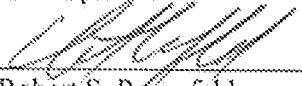
FGST INVESTMENTS, INC.,
a Delaware corporation

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

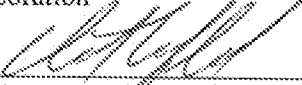
**NATIONAL DIABETIC MEDICAL SUPPLY,
L.L.C.,**
a Delaware limited liability company

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer


POLYMEDICA CORPORATION,
a Massachusetts corporation

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

**LIBERTY LANE DEVELOPMENT COMPANY,
INC.,**
a Florida corporation

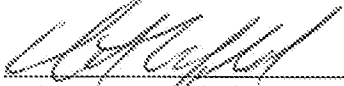
By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

LIBERTY HEALTHCARE GROUP, INC.,
a Delaware corporation

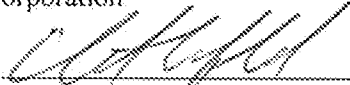
By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

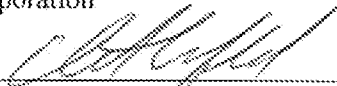
LIBERTY MEDICAL SUPPLY, INC.,
a Florida corporation

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

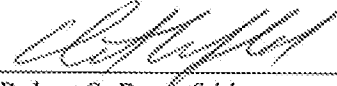
LIBERTY MARKETPLACE, INC.,
a Delaware corporation

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

**LIBERTY LANE CONDOMINIUM
ASSOCIATION, INC.,**
a Florida corporation

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

**LIBERTY HEALTHCARE PHARMACY OF
NEVADA LLC,**
a Nevada limited liability company

By: 
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

ASSIGNEE:

LIBERTY MEDICAL, LLC,
a Florida limited liability company

By: _____
Name: Shaun L. McGruder
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**TRADEMARK
REEL: 005409 FRAME: 0149**

LIBERTY MEDICAL SUPPLY, INC.,
a Florida corporation

By: _____
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

LIBERTY MARKETPLACE, INC.,
a Delaware corporation

By: _____
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

**LIBERTY LANE CONDOMINIUM
ASSOCIATION, INC.,**
a Florida corporation

By: _____
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

**LIBERTY HEALTHCARE PHARMACY OF
NEVADA LLC,**
a Nevada limited liability company

By: _____
Name: Robert S. Rosenfeld
Title: Chief Restructuring Officer

ASSIGNEE:

LIBERTY MEDICAL, LLC,
a Florida limited liability company

By: _____
Name: Shaun L. McGruder
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**TRADEMARK
REEL: 005409 FRAME: 0150**

Schedule A

MARKS FILED WITH THE USPTO						
Trademark	Registration No.	Class	File Date	Registration Date	Status	
Liberty	3219346	005	Nov 24, 2003	Mar 20, 2007	Registered	
Liberty	3092188	010	Nov 24, 2003	May 16, 2006	Registered	
Liberty	3240153	035	Sep 17, 1999	May 08, 2007	Registered	
Liberty	3618554	035	May 29, 2008	May 12, 2009	Registered	
Liberty & Design	3606087	035	Nov 24, 2003	Apr 14, 2009	Registered	
Liberty & Flag Design	3618555	035	May 29, 2008	May 12, 2009	Registered	
Liberty & Flag Design	4266038	10	May 17, 2012	Jan 01, 2013	Registered	
Liberty Healthy Living & Design	4077577	09	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design	4077577	16	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design	4077577	41	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design	4077577	44	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design (stacked)	4077576	09	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design (stacked)	4077576	16	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design (stacked)	4077576	41	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Design (stacked)	4077576	44	Mar 05, 2010	Dec 27, 2011	Registered	
Liberty Healthy Living & Horizontal Design	4313504	09	Dec 16, 2010	April 2, 2013	Registered	
Liberty Healthy Living & Horizontal Design	4313504	16	Dec 16, 2010	April 2, 2013	Registered	
Liberty Healthy Living & Horizontal Design	4313504	41	Dec 16, 2010	April 2, 2013	Registered	
Liberty Healthy Living & Stacked Design	4313505	09	Dec 16, 2010	April 2, 2013	Registered	
Liberty Healthy Living & Stacked Design	4313505	16	Dec 16, 2010	April 2, 2013	Registered	
Liberty Healthy Living	4400521	09	Dec 16, 2010	September 10, 2013	Registered	
Liberty Healthy Living	4400521	16	Dec 16, 2010	September 10, 2013	Registered	
Liberty Healthy Living	4400521	41	Dec 16, 2010	September 10, 2013	Registered	
Liberty Healthy Living	4150557	41	Nov 11, 2009	May 29, 2012	Registered	
Liberty Link & Design	4075291	10	Feb 15, 2011	Dec 20, 2011	Registered	
We Deliver Better Health	2737930	035	Mar 15, 2001	Jul 15, 2003	Registered	

MARKS FILED WITH THE USPTO

Trademark	Registration No.	Class	File Date	Registration Date	Status
Liberty Medical Response	3492556	44	Mar 21, 2008	Aug 26, 2008	Registered
Liberty Medical Response	3492556	45	Mar 21, 2008	Aug 26, 2008	Registered

MARKS FILED OUTSIDE THE U.S.

Trademark	ID No.	Class	Key Dates	Jurisdiction	Status
CHRONOFLEX	UK00001509183	1	February 11, 2019	Great Britain	Registered
SPYROFLEX – NESSUNA	0000999087	N/A	N/A	Italy	Registered
FLEXIPORE	0000700385	N/A	N/A	Italy	Registered
SPYROFILM – NESSUNA	0000999088	N/A	N/A	Italy	Registered
SPYROFILM	0000639220	N/A	N/A	Italy	Registered
SPYROFLEX	0000639219	N/A	N/A	Italy	Registered
SPYROSORB	0000628307	N/A	N/A	Italy	Registered