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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Home HealthCare Solutions, Inc.		01/30/2015	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	RGH Enterprises, Inc.
Doing Business As:	Cardinal Health At Home
Street Address:	1810 Summit Commerce Park
City:	Twinsburg
State/Country:	OHIO
Postal Code:	44087
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3075565	HOME HEALTHCARE SOLUTIONS	
Registration Number:	3950936	MOBILE SUPPLY CLOSET	
Registration Number:	4030954		
Registration Number:	3961304	YOUR PARTNER FOR MEDICAL SUPPLY MANAGEME	

CORRESPONDENCE DATA

Fax Number: 2028576395

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.

Phone: 202.857.6000

Email: tammy.mitchell@arentfox.com

Correspondent Name: Luna M. Samman Address Line 1: 1717 K St NW Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	032828.01631
NAME OF SUBMITTER:	Luna M. Samman
SIGNATURE:	/luna m. samman/
DATE SIGNED:	10/03/2016

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is effective as of January 30, 2015 (the "Effective Date"), and entered into by and between HOME HEALTHCARE SOLUTIONS, INC., a Georgia corporation ("Assignor") in favor of RGH ENTERPRISES, INC. D/B/A CARDINAL HEALTH AT HOME, an Ohio corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and trademark registrations set forth on Exhibit A attached hereto (the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of January 28, 2015 (the "Purchase Agreement"), by and among, Assignor, Assignee, RANDALL CRUMP, an individual, JEFFREY SMART, an individual, ROBERT GOODSELL, an individual, and JAMES BOLLMANN, an individual, Assignor agreed to assign all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee desire to execute this Agreement to evidence the assignment by the Assignor of the Trademarks at the Closing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- Assigner hereby grants, sells, assigns transfers and delivers to Assignee, and Assignee has agreed to purchase and acquire, free and clear of all Liens (other than Permitted Liens), all right, title and interest of Assignor in and to the Trademarks together with all corresponding goodwill and any and all other rights and privileges provided under the laws of all relevant jurisdictions, including, without limitation, the laws of the United States, of the various states, and of foreign (i.e. non-U.S.) jurisdictions with respect to the Trademarks.
- 2. Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees to execute, with no further consideration to Assignor, any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers that are necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.
- 3. Assignor acknowledges and agrees that 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 the Purchase Agreement shall govern.
- 4. This Agreement is governed by and will be construed and interpreted in accordance with the law of the State of Delaware, without reference to the conflict of laws provisions thereof.

Any Action arising out of this Agreement will be adjudicated in accordance with Section 10.6 of the Purchase Agreement.

5. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or PDF email, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of the Assignor or Assignee or any party to any such agreement or instrument, the other party will re-execute original forms thereof and deliver them to the other party. None of Assignee, Assignor or any party to any such agreement or instrument will raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed as of the date first above written.

HOME HEALTHCARE SOLUTIONS, INC.

Mame:

ranc, <u>ravs</u> The

Title: <u>Possidania a (S</u>

REEL: 005889 FRAME: 0174

EXHIBIT A

Registered trademarks:

Serial Registration Number Number		Mark	Registered Owner	Filing Date	Reg. Date
85,127,294	4,030,954		Assignor	9/10/2010	9/27/2011
85,127,230	3,950,936	MOBILE SUPPLY CLOSET	Assignor	9/10/2010	4/26/2011
85,127,186	3,961,304	YOUR PARTNER FOR MEDICAL SUPPLY MANAGEMENT	Assignor	9/10/2010	5/17/2011
78,669,271	N/A	HHS EXPRESS PROGRAM	Assignor	7/13/2005	N/A
78,669,261	N/A	HHS EXPRESS PROGRAM	Assignor	7/13/2005	N/A
78,550,968	N/A	HOME HEALTHCARE SOLUTIONS EXPRESS BAG	Assignor	1/20/2005	N/A
78,550,962	N/A	HHS EXPRESS BAG	Assignor	1/20/2005	N/A
78,343,100	3,285,460	EXPRESS KIT	Assignor	12/18/2003	8/28/2007
78,343,083	2,970,174	HOME HEALTHCARE SOLUTIONS	Assignor	12/18/2003	7/19/2005
78,342,889	3,075,565	HOME HEALTHCARE SOLUTIONS	Assignor	12/18/2003	4/4/2006
76,445,109	N/A	EXPRESS KIT	Assignor	8/29/2002	N/A
76,445,108	2,833,761	HOME HEALTHCARE SOLUTIONS	Assignor	8/29/2002	4/20/2004
76,445,107	2,794,054	M.E.S.S.	Assignor	8/29/2002	12/16/2003

Unregistered trademarked slogans:

Supply BI^{TM}

 $eClinical\ Learning^{\rm TM}$

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RECORDED: 10/03/2016