

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503736

| | | | |
|-----------------------------------|--|--------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Liberty Medical, LLC | | 06/08/2017 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | RGH Enterprises, Inc. | | |
| Street Address: | 1810 Summit Commerce Park | | |
| City: | Twinsburg | | |
| State/Country: | OHIO | | |
| Postal Code: | 44087 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3219346 | LIBERTY | |
| Registration Number: | 3092188 | LIBERTY | |
| Registration Number: | 3240153 | LIBERTY | |
| Registration Number: | 3618554 | LIBERTY | |
| Registration Number: | 3301638 | 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 | | | |
| TRADEMARK | | | |

OP \$440.00 3219346

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: 2028576000

Email: tmdocket@arentfox.com

Correspondent Name: N. Christopher Norton, Diana S. Bae

Address Line 1: 1717 K Street, NW

Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006-5344

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 032828.01713 |
|--------------------------------|--------------|

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | Diana S. Bae |
|---------------------------|--------------|

| | |
|-------------------|----------------|
| SIGNATURE: | /diana s. bae/ |
|-------------------|----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 12/28/2018 |
|---------------------|------------|

Total Attachments: 15

source=Lynx - asset purchase agreement redacted#page1.tif
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of June 8, 2017, by and among RGH Enterprises, Inc., an Ohio corporation doing business as Edgepark Medical Supplies ("Buyer"), Liberty Medical, LLC, a Florida limited liability company ("Seller"), Liberty Medical Holdings, LLC, a Florida limited liability company ("Parent"), and solely for purposes of indemnification obligations under Article VIII and Sections 5.1(b), 5.1(c), 5.3(f) and Article IX, the members of Parent set forth on the signature pages hereto (collectively, "Members" and, collectively with Seller and Parent, "Seller Parties" and, individually, a "Seller Party"). Unless defined elsewhere herein, capitalized terms used herein are defined in Annex A hereof.

PRELIMINARY STATEMENTS:

[REDACTED]

[REDACTED] Subject to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, Seller desires to sell, and Buyer desires to purchase, all of Seller's right, title and interest in and to certain assets of the Business [REDACTED]

[REDACTED]

AGREEMENT:

NOW, THEREFORE, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions of this Agreement and except as otherwise specifically provided in Section 1.2, at the Closing, Seller will grant, sell, assign, transfer and deliver to Buyer or its nominee, and Buyer or such nominee will purchase and acquire from Seller, free and clear of all Liens, other than Permitted Liens, all right, title and interest of Seller in and to the following assets, properties, rights and business (collectively referred to herein as the "Purchased Assets");

[REDACTED]

[REDACTED]

(e) certain Seller Proprietary Rights relating to the Business (including diabetes education services and insulin pump education services), as set forth on Section 1.1(e) of the Disclosure Schedule;

[REDACTED]

(f) all goodwill of Seller relating to the Business [REDACTED]

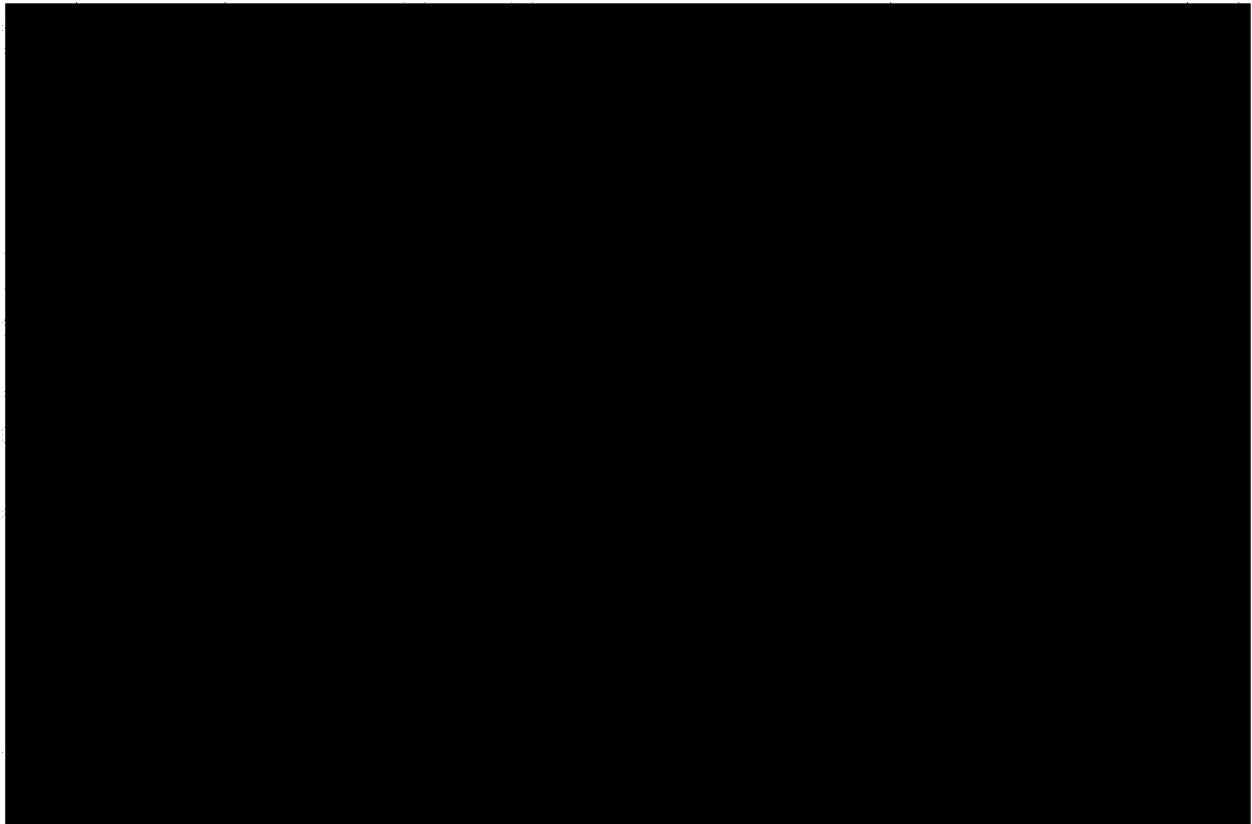
[REDACTED]

[REDACTED]

[REDACTED]

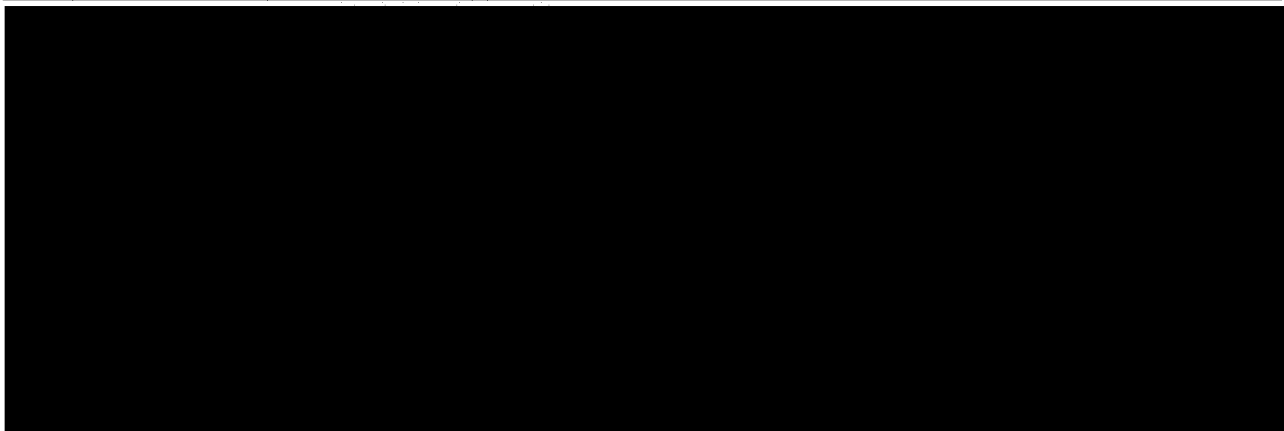
[REDACTED]

[REDACTED]



4.9 Proprietary Rights.

(a) Section 4.9(a) of the Disclosure Schedule sets forth all Registered Proprietary Rights used in the Business and identifies the registered owner thereof.



IN WITNESS WHEREOF, Buyer, Seller, Parent and Members have signed this Agreement as of the date first written above.

RGH ENTERPRISES, INC.

By: [Signature]
Name: Steve Mason
Title: President, Cardinal Health at Home

LIBERTY MEDICAL, LLC

By: _____
Name: Shaun McGruder
Title: Manager

LIBERTY MEDICAL HOLDINGS, LLC

By: _____
Name: Shaun McGruder
Title: Manager

MEMBERS (signing solely to support indemnification under Article VIII and for purposes of Sections 5.1(b), 5.1(c), 5.3(f) and Article IX):

PBC LIBERTY HOLDINGS, LLC

By: _____
Name: Shaun McGruder
Title: Manager

LIBERTY CO-INVESTORS I and II, LP

By: PBC GP III, LLC, its General Partner

By: _____
Name: Shaun McGruder
Title: Manager

DAW HOLDINGS, LLC

By: _____
Name: David A. Wallace
Title: Member

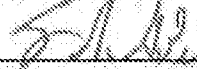
[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, Buyer, Seller, Parent and Members have signed this Agreement as of the date first written above.

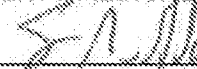
RGH ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

LIBERTY MEDICAL, LLC

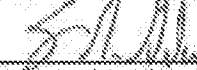
By:  _____
Name: Shaun McGruder
Title: Manager

LIBERTY MEDICAL HOLDINGS, LLC

By:  _____
Name: Shaun McGruder
Title: Manager

MEMBERS (signing solely to support indemnification under Article VIII and for purposes of Sections 5.1(b), 5.1(c), 5.3(f) and Article IX):

PBC LIBERTY HOLDINGS, LLC

By:  _____
Name: Shaun McGruder
Title: Manager

LIBERTY CO-INVESTORS I and II, LP

By: PBC GP III, LLC, its General Partner

By:  _____
Name: Shaun McGruder
Title: Manager

DAW HOLDINGS, LLC

By: _____
Name: David A. Wallace
Title: Member

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, Buyer, Seller, Parent and Members have signed this Agreement as of the date first written above.

RGH ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

LIBERTY MEDICAL, LLC

By: _____
Name: Shaun McGruder
Title: Manager

LIBERTY MEDICAL HOLDINGS, LLC

By: _____
Name: Shaun McGruder
Title: Manager

MEMBERS (signing solely to support
indemnification under Article VIII and for
purposes of Sections 5.1(b), 5.1(c), 5.3(f) and
Article IX):

PBC LIBERTY HOLDINGS, LLC

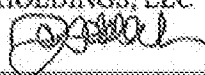
By: _____
Name: Shaun McGruder
Title: Manager

LIBERTY CO-INVESTORS I and II, LP

By: PBC GP III, LLC, its General Partner

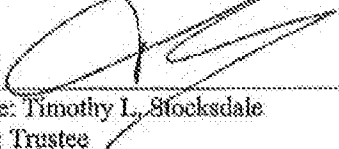
By: _____
Name: Shaun McGruder
Title: Manager

DAW HOLDINGS, LLC

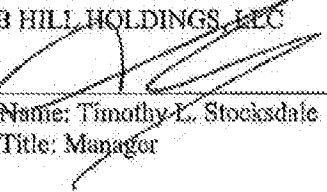
By:  _____
Name: David A. Wallace
Title: Member

[Signature Page to Asset Purchase Agreement]

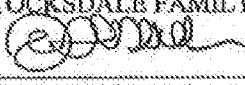
DAVID A. WALLACE 2014 DESCENDANTS
TRUST

By: 
Name: Timothy L. Stocksdale
Title: Trustee

NOB HILL HOLDINGS, LLC

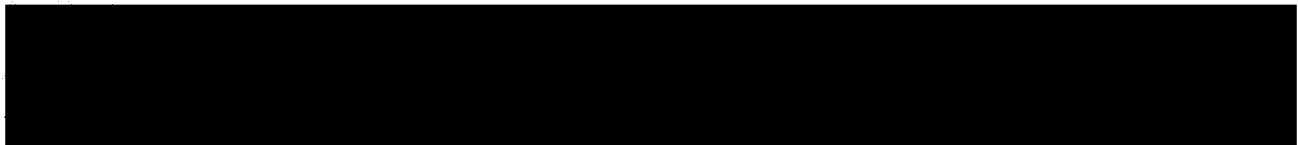
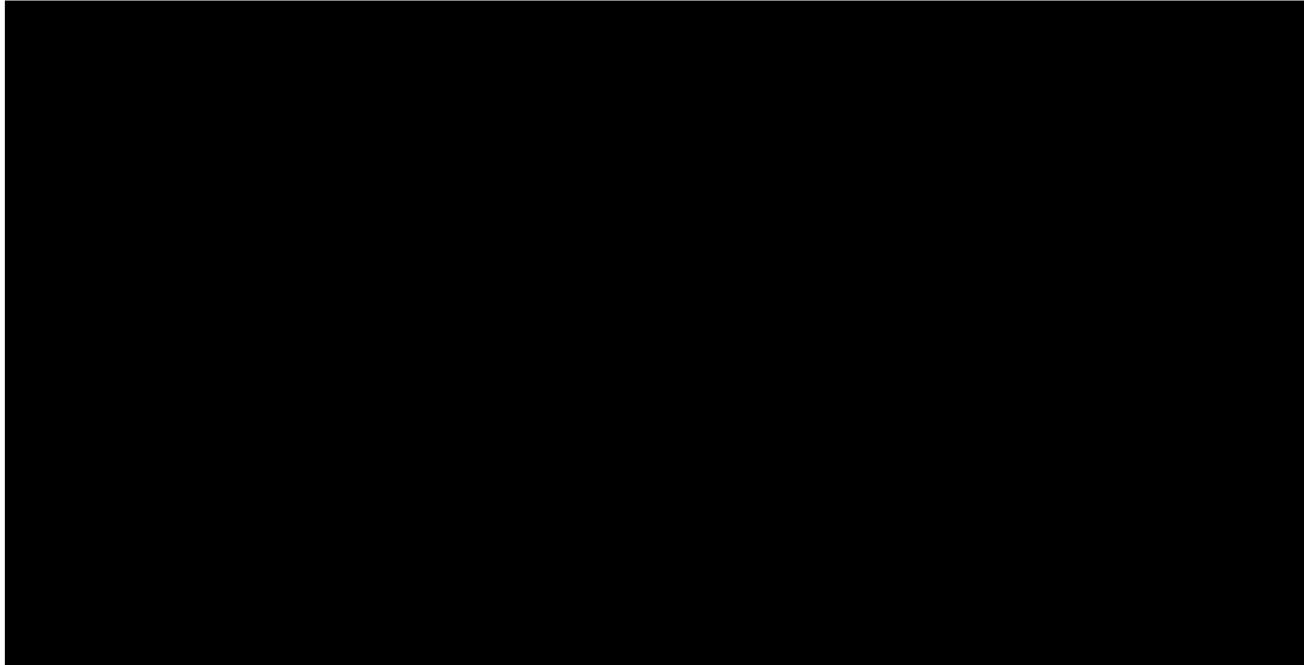
By: 
Name: Timothy L. Stocksdale
Title: Manager

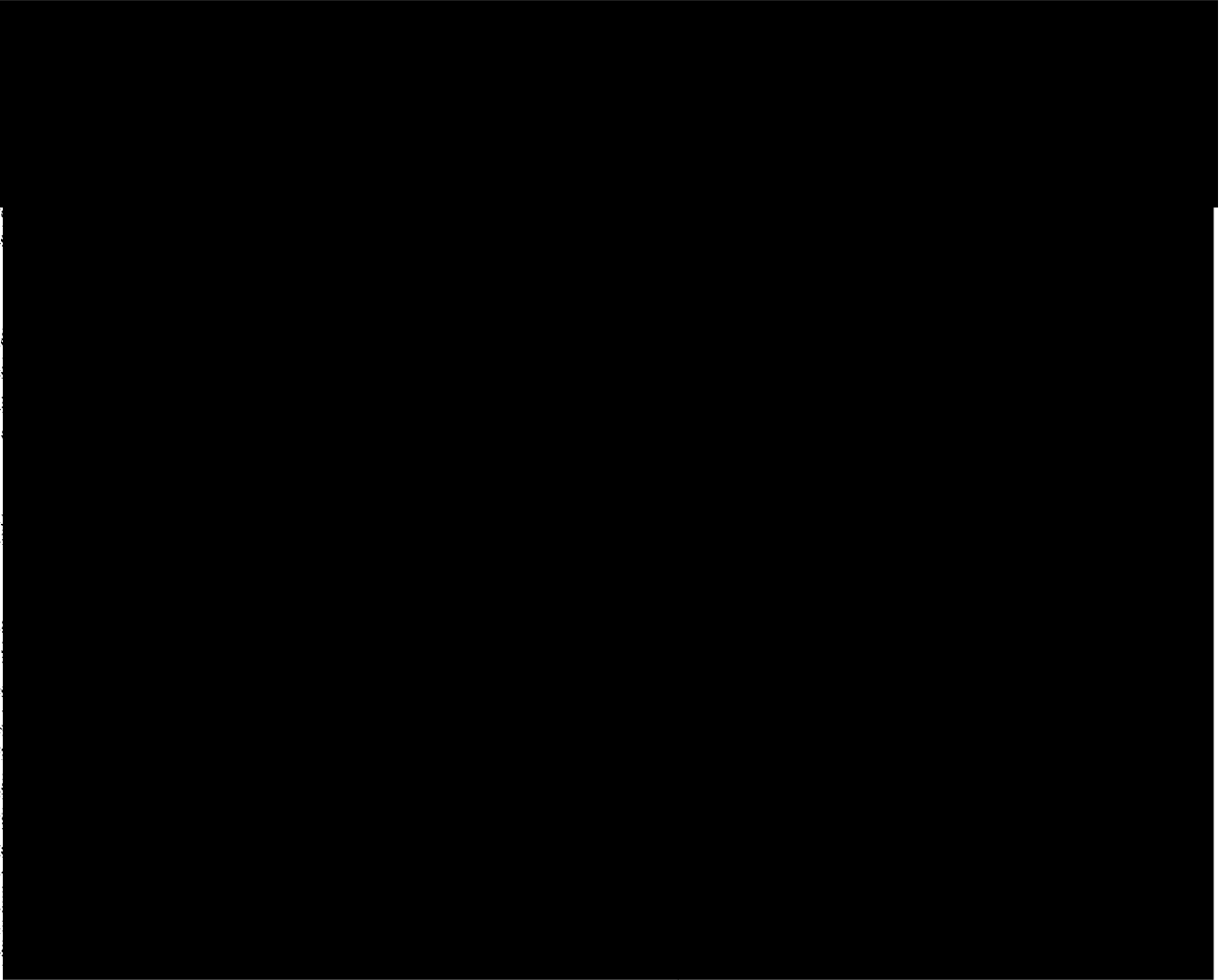
2014 STOCKSDALE FAMILY TRUST

By: 
Name: David A. Wallace
Title: Trustee

{Signature Page to Asset Purchase Agreement}

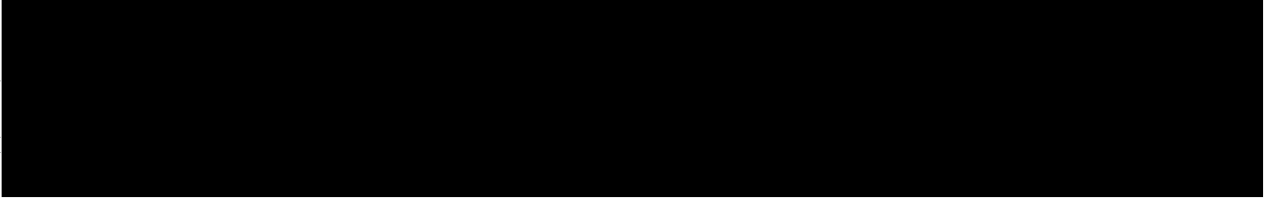
**ANNEX A
DEFINED TERMS**

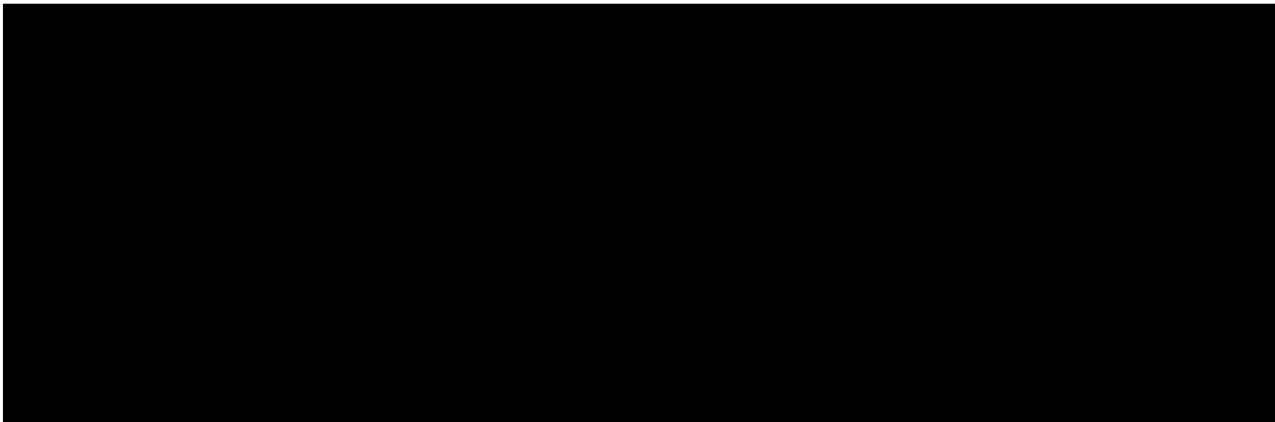




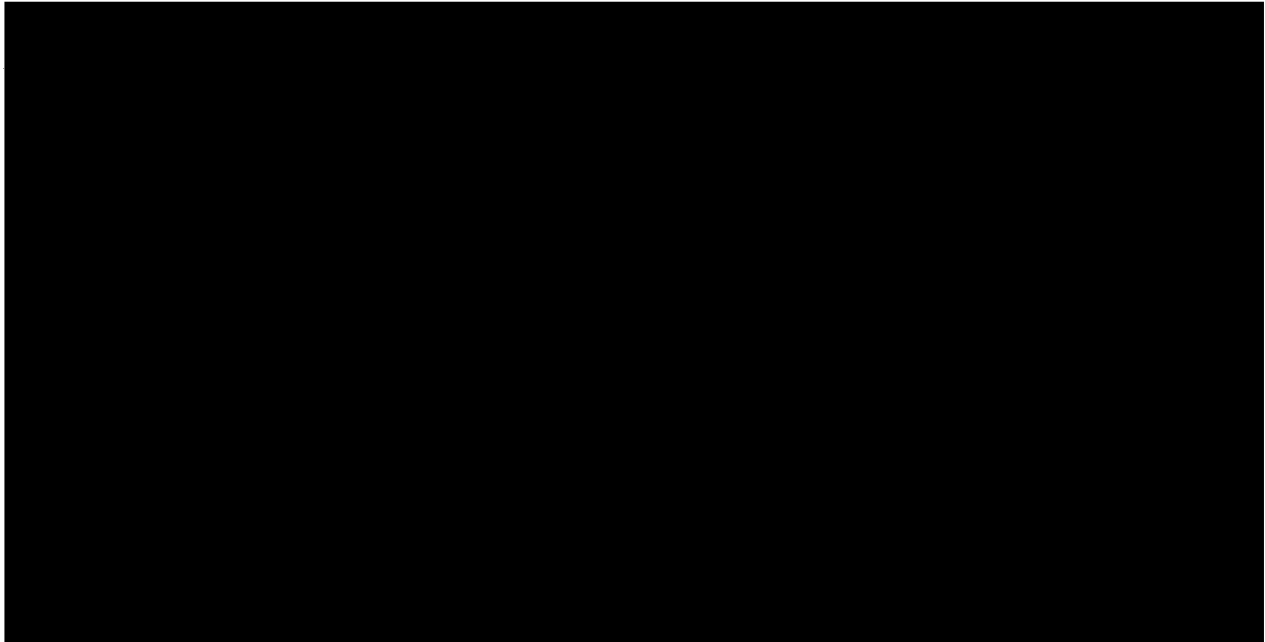
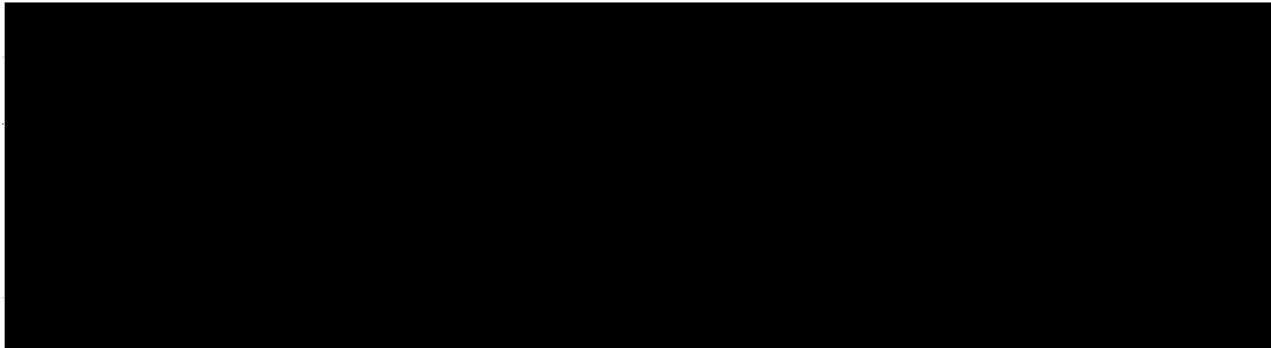
"Proprietary Rights" means all rights, title and interest in the following: (i) all copyrights, in both published and unpublished works (including data and documentation) whether registered or unregistered and all other rights corresponding thereto, and mask works and registrations and applications therefor; (ii) all patents, patent applications, patentable materials, letters patents and utility models, including continuations, continuations-in-part, divisionals, provisionals, reexaminations, reissue applications and renewals and extensions of any of the foregoing; (iii) all trade names, fictitious business names, trade dress, registered and unregistered trademarks, service marks, and domain names, URL addresses, electronic mail addresses, design rights (including any word, symbol, product configuration, icon, and logo) and all goodwill of the business associated therewith; (iv) Trade Secrets; (v) Software and (vi) all rights to sue, recover damages, or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach of any Proprietary Right.

"Registered Proprietary Rights" means any Seller Proprietary Rights registered in, or the subject of any application to register in, a federal, provincial, local or foreign jurisdiction and any domain name or URL registrations.





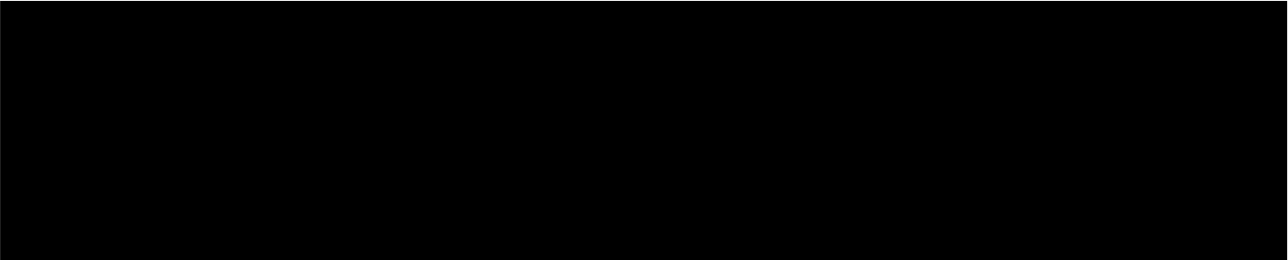
"Seller Proprietary Rights" means all Proprietary Rights owned by or purported to be owned by, used by or licensed by Seller or any of its Affiliates and used or held for use in the conduct of the Business.



**DISCLOSURE SCHEDULES
TO
ASSET PURCHASE AGREEMENT**

**ASSET PURCHASE AGREEMENT
BY AND AMONG
RGH ENTERPRISES, INC., D/B/A EDGE PARK MEDICAL SUPPLIES
AND
LIBERTY MEDICAL, LLC,
AND
LIBERTY MEDICAL HOLDINGS, LLC**

This Disclosure Schedule is being provided pursuant to the Asset Purchase Agreement (the "Agreement"), dated as of June 8, 2017 by and among **RGH ENTERPRISES, INC.**, an Ohio corporation, **d/b/a EDGE PARK MEDICAL SUPPLIES** ("Buyer"), **LIBERTY MEDICAL, LLC**, a Florida limited liability company ("Seller"), **LIBERTY MEDICAL HOLDINGS, LLC**, a Florida limited liability company ("Parent"), and certain members of Parent (collectively, "Members" and, collectively with Seller and Parent, "Seller Parties" and, individually, a "Seller Party"). Any capitalized term used but not defined herein shall have the same meaning ascribed to such term in the Agreement.



List of Sections:

| | |
|---------------------|-----------------------------------|
| Section 1.1(c) | Proprietary Rights |
| Section 1.1(e) | Phone and Fax Numbers of Business |
| Section 1.6(a)(iii) | Third Party Consents |
| Section 1.6(a)(vi) | Terminated Liens |
| Section 2.4(a) | Purchase Price Allocation |
| Section 4.2 | Subsidiaries |
| Section 4.4 | Conflicts, Consents and Approvals |
| Section 4.7(d) | Governmental Authority |
| Section 4.9(a) | Registered Proprietary Rights |
| Section 4.10 | Litigation |
| Section 4.12(a) | Employee Benefit Plans |
| Section 4.15 | Affiliate Transactions |
| Section 4.17 | Financial Statements |

Section 1.1(c)
Proprietary Rights

- All Registered Proprietary Rights



Section 4.9(a)
Registered Proprietary Rights

Registered Trademarks/Trade Names:

| Trademark | Registration Number | Class | File Date | Registration Date |
|--|----------------------------|--------------|------------------|--------------------------|
| Liberty | 3219346 | 5 | 11/24/2003 | 3/20/2007 |
| Liberty | 3092188 | 10 | 11/24/2003 | 5/16/2006 |
| Liberty | 3240153 | 35 | 9/17/1999 | 5/8/2007 |
| Liberty | 3618554 | 35 | 5/29/2008 | 5/12/2009 |
| Liberty & Design | 3301638 | 5 | 11/24/2003 | 10/2/2007 |
| Liberty & Design | 3606087 | 35 | 11/24/2003 | 4/14/2009 |
| Liberty & Flag Design | 3618555 | 35 | 5/29/2008 | 5/12/2009 |
| Liberty & Flag Design | 4266038 | 10 | 5/17/2012 | 1/1/2013 |
| Liberty Healthy Living & Design | 4077577 | 9 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design | 4077577 | 16 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design | 4077577 | 41 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design | 4077577 | 44 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design (stacked) | 4077576 | 9 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design (stacked) | 4077576 | 16 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design (stacked) | 4077576 | 41 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Design (stacked) | 4077576 | 9 | 3/5/2010 | 12/27/2011 |
| Liberty Healthy Living & Horizontal Design | 4313504 | 9 | 12/16/2010 | 4/2/2013 |
| Liberty Healthy Living & Horizontal Design | 4313504 | 16 | 12/16/2010 | 4/3/2013 |

| | | | | |
|--|---------|----|------------|------------|
| Liberty Healthy Living & Horizontal Design | 4313504 | 41 | 12/16/2010 | 4/4/2013 |
| Liberty Healthy Living & Stacked Design | 4313505 | 9 | 12/16/2010 | 4/5/2013 |
| Liberty Healthy Living & Stacked Design | 4313505 | 16 | 12/16/2010 | 4/6/2013 |
| Liberty Healthy Living | 4400521 | 9 | 12/16/2010 | 9/10/2013 |
| Liberty Healthy Living | 4400521 | 16 | 12/16/2010 | 9/11/2013 |
| Liberty Healthy Living | 4400521 | 41 | 12/16/2010 | 9/12/2013 |
| Liberty Healthy Living | 4150557 | 41 | 11/11/2009 | 5/29/2012 |
| Liberty Link & Design | 4075291 | 10 | 2/15/2011 | 12/20/2011 |
| We Deliver Better Health | 2737930 | 35 | 3/15/2001 | 7/15/2003 |
| Liberty Medical Response | 3492556 | 44 | 3/21/2008 | 8/26/2008 |
| Liberty Medical Response | 3492556 | 45 | 3/21/2008 | 8/26/2008 |

