

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOCTORSORDERS, LLC		03/02/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	RGH Enterprises, Inc.		
Doing Business As:	Edgepark Medical Supplies		
Street Address:	1810 Summit Commerce Park		
City:	Twinsburg		
State/Country:	OHIO		
Postal Code:	44087		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87438074	DOCTORSORDERS	
Serial Number:	87438061	EPWO	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	heather.booth@arentfox.com		
Correspondent Name:	N. Christopher Norton, Arent Fox LLP		
Address Line 1:	1717 K Street, NW		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	032828.01690		
NAME OF SUBMITTER:	Diana S. Bae		
SIGNATURE:	/diana s. bae/		
DATE SIGNED:	11/18/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), is made and entered into as of March 2, 2018, between DoctorsOrders, LLC, an Ohio limited liability company (the “Assignor”), and RGH Enterprises, Inc., an Ohio corporation doing business as Edgepark Medical Supplies (the “Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Seller, certain owners of Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to sell and assign to Assignee, among other assets, certain Proprietary Rights included in the Purchased Assets (the “Seller Intellectual Property”), and have agreed to execute and deliver this IP Assignment for recording with the applicable government agencies in applicable jurisdictions; and

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignor, and the assumption by Assignee, of the Seller Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to: (a) the Seller Intellectual Property, including the Seller Intellectual Property set forth on Exhibit A attached hereto and made a part hereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the Seller Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Seller Intellectual Property; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Seller Intellectual Property; and (e) any and all claims and causes of action with respect to any of the Seller Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, 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. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office and the United States Library of Congress) to record and register this IP Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this IP Assignment, Assignor shall take such steps and actions and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Seller Intellectual Property and each part thereof.
3. Purchase Agreement. This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the

terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

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

5. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of Ohio.


6. Counterparts; Facsimile or Electronically Transmitted Signatures. This IP Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This IP Assignment, to the extent signed and delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

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

ASSIGNOR:

DOCTORSORDERS, LLC


By: 
Name: Blake Squires
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006798 FRAME: 0548

ASSIGNEE:

NSH ENTERPRISES, INC.

By: 
Name: *Stephen M. Mason*
Title: *NSH Enterprises, Inc.*

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

Intellectual Property

(a) United States Patent Application; publication no. US 2017/0337335 A1, for systems and methods for fulfilling medical orders

(b) All trademark rights in and to the marks “DoctorsOrders” and “EPWO,” as well as all goodwill associated therewith, including United States Trademark Application Nos. 87/438,074 and 87/438,061