

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704862

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900661367		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farmers and Merchants Savings Bank		08/23/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Carehealth America Corporation		
Street Address:	1550 Industrial Drive		
City:	Blue Earth		
State/Country:	MINNESOTA		
Postal Code:	56013		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4873068	URINASSIST	
CORRESPONDENCE DATA			
Fax Number:	6196961410		
<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:	616-595-4247		
Email:	trademarks@higgslaw.com		
Correspondent Name:	Michael J. Hoisington		
Address Line 1:	401 West A Street		
Address Line 2:	Suite 2600		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	115604-00001		
NAME OF SUBMITTER:	Michael J. Hoisington		
SIGNATURE:	/Michael J. Hoisington/		
DATE SIGNED:	01/26/2022		
Total Attachments: 10			
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**AGREEMENT AND
BILL OF SALE**

THIS AGREEMENT AND BILL OF SALE (this "Agreement") is entered into to be effective the 23rd day of August, 2018 (the "Effective Date"), by and between Farmers and Merchants Savings Bank, an Iowa banking corporation ("Seller") and Carehealth America Corporation, a California corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller and Express Diagnostics Int'l., Inc., an Iowa corporation ("EDI"), entered into that certain Surrender of Secured Property and Waiver of Notice of Private Sale Under the Minnesota Uniform Commercial Code dated effective August 23, 2018 (the "Voluntary Agreement").

WHEREAS, pursuant to the Minnesota Uniform Commercial Code and the Voluntary Agreement, Seller repossessed the Collateral, as specifically described in the Voluntary Agreement, which includes, without limitation, the assets set forth in Exhibits "A" and "B" attached hereto and made a part hereof. The Collateral specifically does not include any liabilities of EDI of any kind whatsoever.

WHEREAS, to the extent of Seller's interests in the Collateral, after Seller repossessed the Collateral pursuant to the Minnesota Uniform Commercial Code and the Voluntary Agreement, Seller is willing to sell the Collateral to Buyer, and Buyer desires to purchase the Collateral from Seller.

NOW, THEREFORE, in consideration of the agreed upon amount of \$1,124,606.27 (which represents the aggregate principal Loan balance (defined in the Voluntary Agreement), unpaid interest, unpaid overdrafts and all legal fees not paid payable by Buyer to Seller in immediately available certified funds, Seller hereby, without recourse and without representation as to value, sells, bargains, assigns, transfers and conveys to Buyer and Buyer's successors and assigns, to have and to hold unto Buyer and Buyer's successors and assigns forever, all of Seller's right, title and interest in the Collateral. Notwithstanding anything to the contrary herein or in the Voluntary Agreement, the factored accounts receivable of EDI by Partners Funding, Inc. are specifically excluded from the Collateral.

Seller makes no representations or warranties that Seller owns the Collateral described above, or that the Collateral are free and clear of any lien or encumbrances, other than the complete release and removal of all liens, encumbrances and UCC-1 financing statements in favor of Seller. Seller repossessed the Collateral pursuant to the Minnesota Uniform Commercial Code and the Voluntary Agreement (a copy of which has been provide to Buyer) and has the right to sell, bargain, assign, transfer and convey **only the Seller's interests** in the Collateral to Buyer obtained by Seller through the foregoing repossession. Seller is only conveying the interests that Seller obtained in the Collateral to Buyer from the foregoing repossession and makes no representation

as to the completeness or accuracy of the Exhibit A and B or the current location of any of the Collateral.

Other than Seller's representation and warranty to Buyer that it repossessed the Collateral pursuant to the Minnesota Uniform Commercial Code and the Voluntary Agreement and that the Seller completely released and removed from all the Collateral all of the liens, encumbrances and UCC-1 financing statements in favor of Seller, Seller has made no representations relative to the specific condition of the Collateral, or that the Collateral will pass free of and clear of any third-party liens. Buyer has, or is expected to, inspect, test and examine the Collateral and convince itself that the same is in acceptable condition, and Buyer acknowledges that Seller has made no representations relative to the specific condition of the Collateral and that the Collateral may be subject to third-party liens. Upon Closing, Buyer will take the Collateral in its existing used condition, with all defects "AS IS with ALL FAULTS".

The Voluntary Agreement requires EDI to cooperate with the Seller in connection with the sale or transfer made pursuant to the Voluntary Agreement and any documents incident thereto, which includes, without limitation, the execution and delivery by Borrower, and any other appropriate party, of such other documents, instruments and agreements as the Seller may reasonably request to surrender all of the Collateral to Seller and subsequently deliver and legally transfer all of the same Collateral to the Buyer. As such, Seller agrees to use its best efforts to enforce the foregoing obligation of EDI to deliver and legally transfer all of the Collateral to Buyer and Seller shall also reasonably cooperate with Buyer at no material cost or expense to Seller, in executing documentation that can be filed in the U.S. Patent and Trademark Office or any other patent or governmental authority, wherever located, to facilitate the transfer of Seller's interest, if any, in any trademark, registration, licenses, patent or patent application that was included in the Collateral to Buyer.

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota without giving effect to the conflict of laws principles thereof. If any action whatsoever kind is taken by any party hereto to interpret or enforce any provision hereof, the non-prevailing party agrees to reimburse the prevailing party for all costs and expenses (including reasonably attorneys' fees) incurred in taking such action.

This Agreement is executed by, and shall be binding upon, Seller and Seller's successors and assigns, effective immediately upon its delivery to Buyer. This Agreement may be executed in counterparts, all of which shall constitute the same agreement. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

[Signature page immediately follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER:

Farmers and Merchants Savings Bank,
an Iowa banking corporation

By: _____
Tom Colgan
Its: Executive Vice President

BUYER:

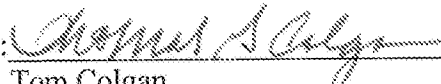
Carehealth American corporation,
a California corporation

By: _____
John Wan
Its: President

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SELLER:

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Tom Colgan
Its: Executive Vice President

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Carehealth American corporation,
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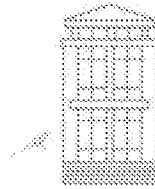
By: _____
John Wan
Its: President

EXHIBIT "B"
TO
AGREEMENT AND
BILL OF SALE

EDI's Patent Portfolio, Trademark Listing and Intellectual Property Descriptions

		Pending			non-registered/pending	UrinAssist			

F. James Bradley
Byron G. Riley
Patrick M. Courtney
Kelly R. Bajer
Gregory J. Seyler
Dean A. Spina
Joseph E. Schmitt
Bradley G. Hart
William J. Neppi
William T. McCartan
Maureen G. Kerney
Vernon P. Squires
Timothy J. Hill
Paul D. Burns
Janice J. Kerkove



BRADLEY & RILEY PC
ATTORNEYS AND COUNSELORS
CEDAR RAPIDS - IOWA CITY

1007 FIRST AVENUE/3E
CEDAR RAPIDS, IA 52402-6344

MAILING ADDRESS:
PO BOX 2804
CEDAR RAPIDS, IA 52406-2804

TELEPHONE: 319-363-0101
FAX: 319-363-0824

Shannon P. Thompson
Kimberly H. Blankenship
Joseph W. Younker
Jessica A. Doro
Sherry L. Schulte
Natalie K. Dittmars
Raymond R. Rinkof, Jr.
Laura M. Hyer
Mark R. Van Heukeleom
Ryan S. Fisher

WEBSITE ADDRESS:
www.bradleyriley.com

E-MAIL ADDRESS:
vsquires@bradleyriley.com

DIRECT DIAL:
319-661-8726

January 12, 2016

Mr. Aaron Wangen
Express Diagnostics Int'l, Inc.
PO Box 310
Blue Earth, MN 56013

RE: Trademark: *UrinAssist*

Dear Aaron:

We are pleased to forward to you Certificate of Registration No. 4,873,068, issued by the United States Patent and Trademark Office ("PTO") for the trademark *UrinAssist*. The certificate should be filed with the official records of the company. The registration date is December 22 2015. Please note that the registration will be canceled unless an Affidavit of Continued Use and the applicable fee are filed with the PTO between the fifth and sixth year following the date of registration (December 22, 2020 and December 22, 2021). We have calendared this deadline on our docket system.

If the registration is maintained in force by timely filing the Affidavit of Continued Use, the registration will nevertheless expire ten (10) years from the date of registration unless renewed during the year prior to the expiration date. At that time a second Affidavit of Continued Use must also be filed. We have also calendared the renewal and second affidavit deadlines on our docket system.

When a federally registered mark has been in use in commerce for at least five (5) years following registration, it is possible to gain certain rights of "incontestability" by providing certification of the uncontested use with the Trademark Office. Typically, this Affidavit is filed along with the Affidavit of Continued Use.

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Mr. Aaron Wangen

January 12, 2016

Page 2

The issuance of the Certificate of Registration enables Express Diagnostics Int'l, Inc. to display the mark with the ® symbol, the federal trademark notice. Although use of the symbol is not required, such use will enlarge the scope of remedies to which Express Diagnostics might be entitled in an infringement lawsuit. For this reason, it is in the company's best interest to use the ® symbol with *UrinAssist* whenever possible. At a minimum, you should use the ® symbol whenever the mark is used in a title (such as in an advertisement or on the website), as well as the first time the mark is used in any text.

Please call us if you have any questions.

Very truly yours,

BRADLEY & RILEY PC



Vernon P. Squires

tmk

Enclosure

United States of America
United States Patent and Trademark Office

UrinAssist

Reg. No. 4,873,068

Registered Dec. 22, 2015

Int. Cl.: 10

TRADEMARK

PRINCIPAL REGISTER

EXPRESS DIAGNOSTIC'S INT'L. INC. (IOWA CORPORATION)
1550 INDUSTRIAL DRIVE, PO BOX 310
BLUE EARTH, MN 560130310

FOR: A SINGLE-USE, URINE SAMPLE COLLECTION KIT COMPRISING AN ANATOMICALLY CONTOURED PLASTIC FUNNEL TO ASSIST WOMEN AND CHILDREN IN COLLECTING A URINE SAMPLE, A 90ML STERILE, LEAK-RESISTANT SPECIMEN CUP, AND AN INTERNAL FLANGE THAT HELPS DIRECT URINE INTO THE CUP WITHOUT CONTAMINATING THE SPECIMEN, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

FIRST USE 2-8-2013; IN COMMERCE 3-8-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-486,716, FILED 12-19-2014.

JAY FLOWERS, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.