

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2663220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRILOGY HEALTH CARE COMPANY, LLC	12/27/2013
RECEIVING PARTY DATA	
Name:	WALK HEALTHY, LLC
Street Address:	2315 DOUGHERTY FERRY
Internal Address:	SUITE 110
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63122
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5964046
Patent Number:	6671981
Patent Number:	7028419
Patent Number:	7140130
Patent Number:	6854198
Patent Number:	7051452
CORRESPONDENCE DATA	
Fax Number:	(314)612-1301
Phone:	314-444-7600
Email:	ipdept@lewisrice.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	EMILY K. BARDON
Address Line 1:	LEWIS, RICE & FINGERSH, L.C.
Address Line 2:	600 WASHINGTON AVENUE, SUITE 2500
Address Line 4:	ST. LOUIS, MISSOURI 63101

OP \$240.00 5964046

NAME OF SUBMITTER:	EMILY K. BARDON
Signature:	/ekb/
Date:	12/30/2013
<p>Total Attachments: 5</p> <p>source=IPAssignmentAgreement#page1.tif</p> <p>source=IPAssignmentAgreement#page2.tif</p> <p>source=IPAssignmentAgreement#page3.tif</p> <p>source=IPAssignmentAgreement#page4.tif</p> <p>source=IPAssignmentAgreement#page5.tif</p>	

Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 27, 2013, is made by TRILOGY HEALTH CARE COMPANY, LLC ("**Seller**"), in favor of Walk Healthy, LLC, a Missouri limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase and Sale Agreement between Buyer and Seller, dated as of December 19, 2013 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Assigned IP**"): the trademark (Schedule 1) and patent registrations (Schedule 2) set forth in Schedules 1 and 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Seller authorizes any appropriate governmental official(s) to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. 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.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Seller:

TRILOGY HEALTH CARE COMPANY, LLC

By: 
Name: DAVID RIECK
Title: OWNER/MANAGING MEMBER

Buyer:

Walk Healthy, LLC

By: _____
Name: Dr. Lindsay Barth
Title: Manager

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6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Seller:

TRILOGY HEALTH CARE COMPANY, LLC

By: _____
Name: _____
Title: _____

Buyer:

Walk Healthy, LLC

By:  _____
Name: Dr. Lindsay Barth
Title: Manager

SCHEDULE 1

Registered Trademarks

Trademark	Trademark Registration Number	Date of Registration	Jurisdiction
DR. BROOKS' SUB Q	Reg. No. 3,280,543	8/14/2007	US
DR. BROOKS'	Reg. No. 2,197,842	10/20/1998	US
DR. BROOKS'	Reg. No. 3,545,037	12/9/2008	US
DR. BROOKS'	Reg. No. 3,231,701	4/17/2007	US
DR. BROOKS'	Reg. No. 3,287,155	8/28/2007	US
FOOTCARE PHARMACY	Reg. No. 3,522,743	10/21/2008	US
WALK HEALTHY	Reg. No. 3,464,427	7/8/2008	US

SCHEDULE 2

Patents

Patent Title	Patent Application Number	Patent Number	Date Patent Applied For	Date Patent Issued	Jurisdiction
FOOTWEAR	09/092,279	5,964,046	6/5/1998	10/12/1999	US
FOOTWEAR	09/921,957	6,671,981	8/3/2001	1/6/2004	US
FOOTWEAR	10/730,354	7,028,419	12/8/2003	4/17/2006	US
INSOLE WITH A NEUROMA PAD	10/867,110	7,140,130	6/14/2004	11/28/2006	US
FOOTWEAR*	09/855,890	6,854,198	5/15/2001	2/15/2005	US
FOOT SCANNING AND MEASUREMENT SYSTEM AND METHOD*	10/685,059	7,051,452	10/14/2003	5/30/2006	US
IMPROVED FOOTWEAR*	97195029.6	ZL97195029.6	5/28/1997	2/16/2005	CHINA
BODY PAD*	200880119032.6		11/10/2010 (publication date)		CHINA
FOOTWEAR SOLE ATTENUATING THE SHOCK OF IMPACT*	PA/a/1998/ 010095	211709	5/28/1997	11/29/2002	MEXICO

*Patent conveyed to Seller pursuant to that Bill of Sale, Assignment and Indemnity Agreement dated August 1, 2012 by and among Dr. Brooks Innovations, LLC, Jeffrey S. Brooks, D.P.M. and Medical Marketing Advisors, LLC. Buyer hereby acknowledges that, despite such conveyance, the records of the United States Patent and Trademark Office (or such other applicable international patent and trademark office) do not reflect Seller's ownership. Buyer and Seller agree to cooperate in connection with correcting such ownership records and recording the transfer of the Intellectual Property to Buyer.