

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2796720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAERDAL MEDICAL CORPORATION	04/17/2009
RECEIVING PARTY DATA	
Name:	CARE 2 MEDICAL PRODUCTS, INC.
Street Address:	1599 SUPERIOR B5
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92627
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6719711
CORRESPONDENCE DATA	
Fax Number:	(714)840-5266
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7148400302
Email:	ddawes@dawespatents.com
Correspondent Name:	DANIEL L. DAWES
Address Line 1:	5200 WARNER AVE STE 106
Address Line 4:	HUNTINGTON BEACH, CALIFORNIA 92649
ATTORNEY DOCKET NUMBER:	ISLAVA.REINSTATEMENT
NAME OF SUBMITTER:	DANIEL L. DAWES
SIGNATURE:	/Daniel L. Dawes/
DATE SIGNED:	04/02/2014
Total Attachments: 5	
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PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (the "Agreement"), dated as of 4/17/89 ("Effective Date") is, by and among Care 2 Medical Products, Inc. a California corporation (the "Purchaser") and Laerdal Medical Corporation, a New York corporation (the "Company")

WHEREAS, the Company wishes to sell, and the Purchaser wishes to purchase, a certain device called PneuSplint upon the terms and subject to the conditions contained in this Agreement, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. TRANSFERRED ASSETS

- a. Trademark. As of the Effective Date, Company hereby assigns and transfers all of its right, title and interest in and to the registered trademark PNEUSPLINT (Reg. No. 2683456) ("Trademark"). The Trademark includes the goodwill of the business symbolized by the Trademark, and the registration thereof, and all rights to damages or profits, due or accrued, arising out of past infringement of the Trademark or injury to said goodwill, and the right to sue for and recover the same in the Purchaser's own name. Purchaser shall be responsible for filing all documents associated with this transfer with the USPTO. Company will sign any other documents reasonably requested by Purchaser in order to effectuate said assignment and transfer of the Trademark.
- b. Patent. As of the Effective Date, Company hereby assigns and transfers all of its right, title and interest to U.S. Patent No. 6,719,711 entitled "Inflatable splint and method of using the same" ("Patent"). This Patent includes all continuations, continuations in part, divisions, and know-how associated with the Patent and all rights to damages or profits, due or accrued, arising out of past infringement of the Patent and the right to sue for and recover the same in the Purchaser's own name. Purchaser shall be responsible for filing all documents associated with this transfer with the USPTO. Company will sign any other documents reasonably requested by Purchaser in order to effectuate said assignment and transfer of the Trademark.
- c. Additional Equipment. As of the Effective Date, Company hereby transfers all right, title and interest to certain equipment as set forth in Exhibit A ("Equipment"). Purchaser hereby assumes all responsibility for Equipment including maintenance and transport, if necessary. Purchaser is responsible for any risk-of-loss for Equipment as of the Effective Date. Purchaser shall be responsible for any costs associated with transferring Equipment.

Collectively, the items in this section are referred to as the "Transferred Assets".

(vi) The Company has not previously sold, assigned, transferred, pledged or encumbered any or all of the Transferred Assets.

8. GENERAL PROVISIONS

- a. Relationship of Parties. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract.
- b. Publicity. Parties may issue a jointly approved press release concerning this Agreement. Otherwise, the terms and existence of this Agreement shall be kept confidential.
- c. Assignment. Neither party shall have the right to assign this Agreement to another party without such other party's prior written consent; except that, either party may, without such consent, assign its rights and obligations to a successor to substantially all its relevant assets, stock, or business.
- d. Governing Law. This contract and any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to the conflict of law provisions thereof. Each party hereto submits to the exclusive jurisdiction of the state and federal courts of New York County, New York for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof.
- e. Entire Agreement. This Agreement (and any attachments hereto incorporated herein) set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties.
- f. Notices. Any notices in connection with this Agreement will be in writing and sent by first class US mail, email, facsimile or major commercial rapid delivery courier service to the address specified below for notice or such other address as may be properly specified by written notice hereunder.
- g. Waiver. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The exchange of a fully executed Agreement (in counterparts or otherwise) by email or facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.
- i. Survival. The following provisions shall survive termination of this Agreement: "Transferred Assets," "Disclaimer of Warranty," "Limitation of Liability," "Indemnification and Assumption of Liability," "Representations and Warranties by Company" and "General Provisions."

COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID TO AND RECEIVED BY IT UNDER THIS AGREEMENT.

COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, IN ANY WAY ARISING OUT OF OR INCURRED IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF LEGAL THEORY AND WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

6. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

Purchaser agrees to indemnify, defend and hold Company and its respective parent companies, affiliates, successors, assigns, officers, directors and employees harmless from and against any and all third party claims, damages and liabilities whatsoever, asserted by any third party and resulting from or relating to the Transferred Assets purchased under this Agreement or in any way related to PneuSplint. This indemnification and assumption of liability includes assuming all liability for prior, pending, future, or existing claims related to the Transferred Assets.

7. REPRESENTATIONS AND WARRANTIES BY COMPANY

Company makes the following representations and warranties to Purchaser;

- (i) The Company owns all rights, titles and interests in and to that certain device called PneuSplint;
- (ii) The Company owns all rights, titles and interests in and to the Trademark and the Patent;
- (iii) There are no known threatened claims or pending lawsuits against the Company in any way related to the Trademark, the Patent or the device called PneuSplint;
- (iv) By signing and performing this Agreement, the Company will not violate any agreement, promissory note, security arrangement or other instrument to which the Company is a party or by which it may be bound;
- (v) The Company has the right, power and authority to enter into and perform this Agreement; and

2. PAYMENT SCHEDULE

The Purchaser agrees to pay the following amounts on the dates set forth below:

- A payment on or before September 1, 2009 of \$8,000.
- A payment on or before January 1, 2010 of \$12,000.
- A payment on or before July 1, 2010 of \$12,000.
- A payment on or before October 1, 2010 of \$12,000.
- A payment on or before January 1, 2011 of \$16,000

All prices in this Agreement are in U.S. dollars.

3. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and continue until January 1, 2011. This Agreement may be terminated upon 30 days written notice by either party for material breach of the Agreement by the other party unless such breach is cured during said 30 day the notice period. In the event of termination for breach by Purchaser, all right, title, and interest to the Transferred Assets shall automatically revert to Company.

4. DISCLAIMER OF WARRANTY

THE TRANSFERRED ASSETS ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED (OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT) WHETHER ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, OR NON-INFRINGEMENT, REGARDING THE TRANSFERRED ASSETS OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.

PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS MADE AN INDEPENDENT EVALUATION OF THE TRANSFERRED ASSETS AND HAS NOT RECEIVED AND IS NOT RELYING UPON ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES ABOUT THE QUALITY, VALUE, CONDITION, OR INTELLECTUAL PROPERTY STATUS OF THE TRANSFERRED ASSETS. (OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT).

5. LIMITATION OF LIABILITY

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

Care 2 Medical Corporation Products, Inc

Laerdal Medical Corporation

By: [Signature]

By: [Signature]

Name: STEVE ISLAVA

Name: Clive Patnickson

Title: PRESIDENT

Title: President

Address for Notice:

Address for Notice:

1599 SUPERIOR AVE B5

167 Myers Corners Rd

COSTA MESA, CA 92627

Wappingers Falls, NY 12590

Phone: 877 646-1886

Phone: 800-644-1851

Fax: 949 646-1983

Fax: _____

Email: STISLAVA@CARE2MEDICAL.COM

Email: _____