

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2898069

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
APOTHECARY PRODUCTS, INC.		02/28/2014
RECEIVING PARTY DATA		
Name:	APOTHECARY PRODUCTS, LLC	
Street Address:	11750 12TH AVENUE SOUTH	
City:	BURNSVILLE	
State/Country:	MINNESOTA	
Postal Code:	55337	
PROPERTY NUMBERS Total: 65		
Property Type	Number	
Application Number:	29031018	
Application Number:	29024760	
Application Number:	29036104	
Application Number:	29065619	
Application Number:	09108696	
Application Number:	29092874	
Application Number:	09573858	
Application Number:	09544713	
Application Number:	10086976	
Application Number:	10654632	
Application Number:	29147659	
Application Number:	07861256	
Application Number:	29028225	
Application Number:	29028224	
Application Number:	10969821	
Application Number:	11066966	
Application Number:	11079435	
Application Number:	12699469	
Application Number:	12843567	
Application Number:	29224040	
Application Number:	29215565	

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Property Type	Number
Application Number:	29224035
Application Number:	29224036
Application Number:	29224228
Application Number:	29278781
Application Number:	29278778
Application Number:	29278783
Application Number:	11982741
Application Number:	12133778
Application Number:	29361732
Application Number:	13045161
Application Number:	29404264
Application Number:	12194808
Application Number:	12860403
Application Number:	13220178
Application Number:	12880729
Application Number:	14070181
Application Number:	13469659
Application Number:	14249954
Application Number:	29420707
Application Number:	29420703
Application Number:	29429052
Application Number:	29444408
Application Number:	29471441
Application Number:	29444410
Application Number:	29470075
Application Number:	29444415
Application Number:	13790303
Application Number:	29447893
Application Number:	29447976
Application Number:	29448004
Application Number:	29448017
Application Number:	13789977
Application Number:	29447993
Application Number:	29449159
Application Number:	29447880
Application Number:	29447876
Application Number:	29447959
Application Number:	29449077
Application Number:	29449069

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REEL: 033162 FRAME: 0002

Property Type	Number
Application Number:	29449113
Application Number:	29448643
Application Number:	29449460
Application Number:	14167029
Application Number:	29469155

CORRESPONDENCE DATA

Fax Number:
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.

Email: etauer@merchantgould.com

Correspondent Name: MERCHANT & GOULD P.C.

Address Line 1: 80 SOUTH 8TH STREET

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	01993.00000001
NAME OF SUBMITTER:	JULIE R. DAULTON
SIGNATURE:	/Julie R. Daulton/
DATE SIGNED:	06/13/2014

Total Attachments: 4

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of February 28, 2014 by and among:

(a) Apothecary Products, LLC, a Delaware limited liability company ("API Buyer"), and Apothecary International, LLC, a Delaware limited liability company ("International Buyer" and together with API Buyer, "Buyers"), and

(b) Apothecary Products, Inc., a Minnesota corporation ("API"), and Apothecary International Ltd., a Minnesota corporation ("International Subsidiary" and together with API, "Sellers").

Buyers, Sellers, Apothecary Holdco, LLC, the shareholders of API, and Terrance O. Noble as Sellers' Representative, have entered into an Asset Purchase and Contribution Agreement dated the date hereof (the "Purchase Agreement"), whereby (i) API has agreed to sell, transfer and deliver to API Buyer all of its right, title and interest in and to the Acquired Assets (API), and API Buyer has agreed to assume the Assumed Liabilities (API), and (ii) International Subsidiary has agreed to sell, transfer and deliver to International Buyer all of its right, title and interest in and to the Acquired Assets (International Subsidiary), and International Buyer has agreed to assume the Assumed Liabilities (International Subsidiary).

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined in this Agreement, have the meanings assigned to them in the Purchase Agreement.

2. Representations and Warranties. This Agreement is made subject to all of the representations, warranties, covenants, remedies and indemnification provisions set forth in and contemplated by the Purchase Agreement.

3. Sale and Assignment. API sells, conveys, transfers, assigns and sets over to API Buyer, its successors and assigns, all of the right, title and interest of API in and to the Acquired Assets (API) and the Assumed Liabilities (API). International Subsidiary sells, conveys, transfers, assigns and sets over to International Buyer, its successors and assigns, all of the right, title and interest of International Subsidiary in and to the Acquired Assets (International Subsidiary) and the Assumed Liabilities (International Subsidiary).

4. Acceptance and Assumption. API Buyer accepts the assignment of all of the right, title and interest of API in and to the Acquired Assets (API). API Buyer further assumes the Assumed Liabilities (API), subject to the limitations and qualifications, if any, set forth in and contemplated by the Purchase Agreement. International Buyer accepts the assignment of all of the right, title and interest of International Subsidiary in and to the Acquired Assets (International Subsidiary). International Buyer further assumes the Assumed Liabilities

(International Subsidiary), subject to the limitations and qualifications, if any, set forth in and contemplated by the Purchase Agreement.

5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict provision or rule (whether of such State or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

6. Jurisdiction. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Minneapolis, Minnesota, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect to any such action or proceeding.

7. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) SUCH PARTY MAKES SUCH WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.

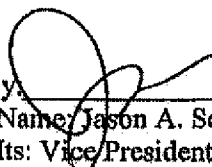
8. Counterparts. This Agreement may be executed in any number of counterparts, and delivered by facsimile or other means of electronic transmission, each of which shall be deemed to be one and the same instrument and an original document.

* * * * *

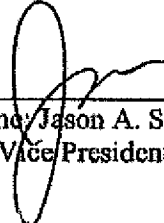
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYERS:

APOTHECARY PRODUCTS, LLC, a
Delaware limited liability company

By: 
Name: Jason A. Sondell
Its: Vice President

APOTHECARY INTERNATIONAL, LLC, a
Delaware limited liability company

By: 
Name: Jason A. Sondell
Its: Vice President

SELLERS:

APOTHECARY PRODUCTS, INC., a
Minnesota corporation

By: _____
Name: Terrance O. Noble
Its: Chief Executive Officer

APOTHECARY INTERNATIONAL LTD., a
Minnesota corporation

By: _____
Name: Terrance O. Noble
Its: Chief Executive Officer

[Signature Page to Bill of Sale]

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By:  _____
Name: Terrance O. Noble
Its: Chief Executive Officer

APOTHECARY INTERNATIONAL LTD., a
Minnesota corporation

By:  _____
Name: Terrance O. Noble
Its: Chief Executive Officer

{Signature Page to Bill of Sale}