

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3741426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
FISCHER MEDICAL TECHNOLOGIES, LLC		08/24/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BEARF, LLC	
<b>Street Address:</b>	3820 BISHOPS WALK	
<b>City:</b>	CUMMING	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30041	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	11409464	
<b>Application Number:</b>	60957620	
<b>Application Number:</b>	61034336	
<b>Application Number:</b>	12197939	
<b>Application Number:</b>	14012547	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(206)359-7198	
<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>		
<b>Email:</b>	kseddiqui@perkinscoie.com	
<b>Correspondent Name:</b>	PERKINS COIE LLP	
<b>Address Line 1:</b>	P.O. BOX 1247	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111-1247	
<b>ATTORNEY DOCKET NUMBER:</b>	118963-8000	
<b>NAME OF SUBMITTER:</b>	K SEDDIQUI	
<b>SIGNATURE:</b>	/k seddiqui/	
<b>DATE SIGNED:</b>	02/16/2016	
<b>Total Attachments: 7</b>		
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## BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made as of August 24<sup>th</sup>, 2015, by Fischer Medical Technologies, LLC, a Delaware limited liability company ("Seller") acting by and through its court appointed receiver, Cordes & Company, Inc., a Colorado corporation ("Receiver") appointed in the case of *Judith Gayman, et al., v. Fischer Medical Technologies, LLC*, Case No.: 2015cv30013, ("Receivership Case"), in favor of BEARF, LLC, a Georgia limited liability company ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller acting by and through Receiver and pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated July 28, 2015, by and between Seller and Buyer, does hereby grant, bargain, sell, transfer, convey, assign, set over and deliver, without warranty of any kind, to Buyer, and its successors and assigns, all right, title and interest in and to the following described property which are described and defined in the Asset Purchase Agreement as the "Assets" free and clear of all Liens:

(a) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(b) all of the assets set forth on Schedule 1.1(b) of the Asset Purchase Agreement;

(c) all Seller IP and rights relating thereto (including rights under the Intellectual Property Licenses) used or held for use in the Business (the "Purchased Intellectual Property");

(d) all Tangible Personal Property used or held for use in the Business;

(e) all Documents that are used or held for use in the Business, including Documents relating to services, marketing, advertising, promotional materials, Purchased Intellectual Property, all customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding (1) personnel files for employees of Seller or such files as may not be transferred under applicable Law and (2) any Documents related primarily to Excluded Property; provided, however, to the extent such Documents are used or held for use in the conduct of the Business, Buyer will receive copies thereof; provided further, that Buyer acknowledges that Receiver has fiduciary duties in the Receivership Case relating to the records of Seller, and Buyer agrees to retain all Documents for a reasonable period of time after closing for inspection and review by Receiver or Receiver's agent at any reasonable business hours upon giving reasonable advance notice; provided further, before destruction of any Documents, Buyer will notify Receiver of the intent to destroy the records and Receiver shall have five Business Days to review such Documents to be destroyed and if the fails to so notify Buyer, Buyer may destroy any of the Documents subject to the notice; Receiver may inspect and review any of the Documents to be destroyed and may make copies or extracts thereof as Receiver's sole cost and expense.;

(f) all Permits used by Sellers in the Business to the extent assignable;

- (g) all Actions of Seller against other Persons relating to the Business;
- (h) all rights of Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to the Business and relating to products sold or services provided to Seller or to the extent affecting any Assets or Assumed Liabilities other than any warranties, representations and guarantees pertaining to any Excluded Property;
- (i) all refunds, to the extent received or payable after the Closing Date, due from, or payments due on, claims with any insurers of Seller to the extent related to losses of the Business being acquired by Buyer or the Assets arising before the Closing Date;
- (j) all supplies owned by Seller and used in connection with the Business;
- (k) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories related to the Business;
- (l) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Assets or the Assumed Liabilities and arising after the Closing Date;
- (m) all Pre Paid Deposits relating to the Business (excluding deposit with United Parcel Service); and
- (n) all goodwill, going concern value and other intangible assets associated with the Business, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property. All capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

Receiver, on behalf of Seller, and Buyer hereby agree to execute and deliver to the other such further instruments of transfer and assignment, and take such other action as either Receiver, on behalf of Seller, or Buyer may reasonably request, to more effectively transfer to, assign to, and vest in Buyer each item of the Assets and to effect the intent and purposes of this Bill of Sale.

This Bill of Sale is not intended to enlarge, diminish or modify the rights and obligations of the parties under the Asset Purchase Agreement. Accordingly, to the extent that any terms and provisions of this Bill of Sale conflict with any term or provision in the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.

This Bill of Sale may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to each other party hereto, it being understood that the parties hereto need not sign the same counterpart. Any such signature page shall be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Bill of Sale may be executed by facsimile or .PDF signature, and a facsimile or .PDF signature will constitute an original signature for all purposes.

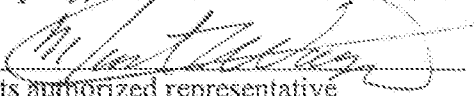
This Bill of Sale (i) shall not be assigned by operation of law or otherwise, except that Buyer may assign this Bill of Sale to any of its Affiliates by operation of law or otherwise, and (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Bill of Sale and all disputes, controversies and claims arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado without reference to such state's principles of conflicts of law. The parties hereto agree to pursue any dispute, controversy or claim arising under this Bill of Sale pursuant to the applicable provisions of the Asset Purchase Agreement.

SELLER:

Fischer Medical Technologies, LLC, a  
Delaware limited liability company acting  
by and through its Receiver, Cordes &  
Company, Inc., a Colorado corporation

By

  
Its authorized representative

Name: Mark Wagner

BUYER:

BEARF, LLC, a Georgia Limited Liability  
Company ("Buyer")

By: \_\_\_\_\_

Name \_\_\_\_\_

Its: \_\_\_\_\_

## INTELLECTUAL PROPERTY AND TRADEMARK ASSIGNMENT

This Intellectual Property and Trademark Assignment (this "Assignment") is made and entered into as of August ~~24~~<sup>25</sup>, 2015 by and between Fischer Medical Technologies, LLC, a Delaware limited liability company ("Assignor") acting by and through its court appointed receiver, Cordes & Company, Inc., a Colorado corporation ("Receiver") appointed in the case of *Judith Gayman, et al., v. Fischer Medical Technologies, LLC*, Case No.: 2015cv30013, and pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated July 28, 2015, by and between Assignor and BEARF, LLC, a Georgia Limited Liability Company ("Assignee").

### I. RECITALS

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, Buyer is purchasing from Seller certain assets (the "Transaction"), including all IP Rights, Technology and other Purchased Intellectual Property (each as defined and set forth in the Asset Purchase Agreement);

WHEREAS, to induce Buyer to consummate the Transaction, and as an express condition thereto, Buyer has required the execution and delivery of this Assignment by Seller;

WHEREAS, Assignor may have common law and other rights to the following IP Rights, Technology and other Purchased Intellectual Property; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the IP Rights and Purchased Intellectual Property.

### II. ASSIGNMENT

NOW THEREFORE, in consideration of the foregoing and the respective agreements and conditions set forth herein and in the Asset Purchase Agreement and for good and valuable consideration receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns all right, title and interest in and to any and all IP Rights, Technology and Purchased Intellectual Property in perpetuity, including, but not limited to, the following (collectively, the "Assigned Intellectual Property") and the right to claim priority rights from any of the foregoing: (a) applications and registrations for patents, or other industrial rights or designs including any reissues, divisionals, renewals, extensions, provisionals, continuations or continuations-in-part thereof, and any other filings claiming priority to or serving as a basis for priority thereof; (b) applications and registrations for copyrights or rights with respect to works of authorship (including any moral and economic rights, however denominated; (c) trademarks, service marks, certification marks, collective marks, logos and design marks, trade dress, trade names, corporate names, fictitious and other business names, or brand names, together with all goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor; (d) domain names, uniform resource locators and other names and locators associated

with the internet, including applications and registrations thereof; (c) telephone numbers; (f) mask works; (g) information and materials not generally known to the public, including trade secrets and other confidential or proprietary information, and rights to limit the use or disclosure thereof by any person (collectively, "Trade Secrets"); (h) privacy or publicity; (i) Technology; (j) databases and data collections; (k) all other equivalent or similar rights; (l) any rights to pursue, recover or retain damages, costs or attorneys' fees for past, present and future infringement or misappropriations of the foregoing; and (k) any other Purchased Intellectual Property, .

2. Without limiting the foregoing, Seller acknowledges that Buyer may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property and any derivative works thereof in Buyer's sole and absolute discretion.

3. Seller hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

4. Seller will, at its own cost and expense, promptly execute and deliver to Buyer any documents necessary to complete the timely transfer of the Assigned Intellectual Property to Buyer. In addition, Seller will, at Buyer's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Buyer, its successors, assigns, and nominees to obtain and enforce protection for the Assigned Intellectual Property as requested by Buyer from time to time. Seller will not execute any agreements or take any actions inconsistent with this Assignment. Without limiting any of the foregoing, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney-in-fact to act for and on its behalf and instead of Seller, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Assigned Intellectual Property and improvements thereto with the same legal force and effect as if executed by Seller.

5. Seller acknowledges that this Assignment is irrevocable and binding on Seller's successors and assigns. Seller does not have the right to: (a) rescind any of the rights or waivers granted herein; or (b) enjoin, restrain or otherwise hinder Buyer's exercise of any of the rights granted herein.

6. This Assignment is made "AS IS, WHERE IS" without any warranties whatsoever.

7. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Colorado without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

8. This Assignment is not intended to enlarge, diminish or modify the rights and obligations of the parties under the Asset Purchase Agreement. Accordingly, to the extent that any terms and provisions of this Assignment conflict with any term or provision in the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail.

9. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one of such counterparts.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Assignor has executed this Intellectual Property Assignment and caused the same to be duly delivered on its behalf on the date and year set forth above.

Fischer Medical Technologies, LLC, a  
Delaware limited liability company  
acting by and through its Receiver,  
Cordes & Company, Inc., a Colorado  
corporation

By [Signature]  
its authorized representative  
Name: Mark Wagner

STATE OF  
COUNTY OF

Colorado  
Arapahoe

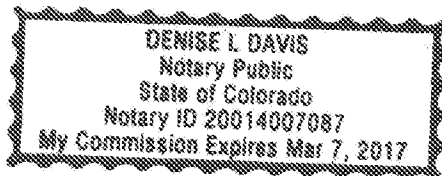
On this \_\_\_\_ day of May, 2015, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Mark Wagner known by me to be the person above named and  
an authorized representative of Cordes & Company, Inc., who is duly authorized to execute  
this Assignment on behalf of Cordes & Company, Inc. on behalf of Fischer Medical  
Technologies, LLC and who signed and executed the foregoing instrument on behalf of  
Cordes & Company, Inc.

Notary Public:

[Signature]

My Commission Expires:

3-7-17



BUYER:

BEARF, LLC, a Georgia Limited  
Liability Company ("Buyer")

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its: \_\_\_\_\_