

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3914051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE EVERCARE COMPANY	01/21/2014
RECEIVING PARTY DATA	
Name:	BRADSHAW EVERCARE HOLDINGS, LLC
Street Address:	9409 BUFFALO AVE
City:	RANCHO CUCAMONGA
State/Country:	CALIFORNIA
Postal Code:	91730
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7056023
CORRESPONDENCE DATA	
Fax Number:	(416)865-7380
<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>	
Email:	mabbott@torys.com
Correspondent Name:	EDWARD FAN
Address Line 1:	79 WELLINGTON ST. WEST
Address Line 2:	SUITE 3000
Address Line 4:	TORONTO, CANADA M5K 1N2
NAME OF SUBMITTER:	EDWARD FAN
SIGNATURE:	/Edward Fan/
DATE SIGNED:	06/13/2016
Total Attachments: 4	
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source=The Evercare Company to Bradshaw Evercare Holdings, LLC#page2.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("**Assignment**"), dated as of January 21, 2014 ("**Effective Date**"), is made by and between The Evercare Company ("**Assignor**") and Bradshaw Evercare Holdings, LLC ("**Assignee**"). In the event of a conflict between the terms set forth herein and the Purchase Agreement (defined below), the Purchase Agreement shall prevail.

WHEREAS Assignee and Assignor have entered into that certain Purchase and Sale Agreement dated as of December 31, 2013 ("**Purchase Agreement**"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor certain assets, including certain intellectual property assets listed on the attached Schedule "A";

WHEREAS Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the rights, title, and interest in and to the intellectual property assets, including applications and registrations for patents (the "**Patents**") and trademarks (the "**Trademarks**") listed on the attached Schedule "A";

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee hereby agree as follows.

1. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Patents and inventions disclosed therein, along with (a) all applications for patents for such inventions or based on the Patents in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the inventions or upon the Patents, (b) all patents which may issue on the inventions and on any application transferred by this Assignment in all countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the inventions or upon such applications or Patents, for the full term or terms for which the patents may be issued, and (c) every priority right that is or may be predicated upon or arise from the inventions, the Patents and the foregoing applications and patents under any applicable international or bilateral treaty, agreement or convention.
2. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, to Assignee all of Assignor's right, title and interest in the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, along with all common law rights therein, together with the goodwill associated with the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, including the right, throughout the world, to use, register, and sell wares and services thereunder, as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and including its entire right, title and interest in and to all income,


royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.

3. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Domain Names.
4. Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, cooperate with and take all reasonably necessary steps to record Assignee as the assignee and owner of the Patents, Trademarks, and the Domain Names, including causing the administrative and technical contact(s) for the Domain Names to take all steps as may be reasonably necessary to effect transfer and recordation of the Domain Names to Assignee.
5. Assignor and Assignee acknowledge and agree that no representations or warranties, expressed or implied, are made herein with respect to the Patents, Trademarks, or the Domain Names, and that nothing contained in this Assignment shall in any way supersede, modify, replace, amend, rescind, waive narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
6. This Assignment is binding upon, and enures to the benefit of, the parties and their respective legal representatives, successors and assigns.
7. The validity, interpretation and effect of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts to be carried out wholly within such State.
8. Assignor and Assignee (a) agree that any suit, action or proceeding arising out of or relating to this Assignment shall be brought solely in the United States District Court for the Southern District of New York located in New York, New York, or any state court sitting in New York, New York, (b) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Assignment, (c) waives any objection which it may have to the laying of venue in any such suit, action or proceeding in any such court, and (d) agrees that service of any court paper may be made in such manner as may be provided under applicable law or court rules governing service of process.
9. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or email), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

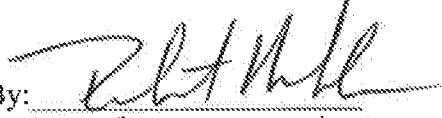
Assignor:

The Evercare Company

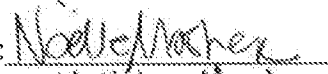
By: 
Name: John H. Masher
Title: CFO

Assignee:

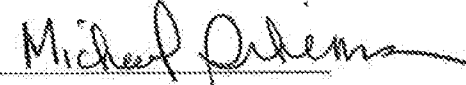
Bradshaw Evercare Holdings, LLC

By: 
Name: Robert Michelson
Title: President

Witness:

By: 
Name: Noelle Masher
Title: Individual

Witness:

By: 
Name: MICHAEL SILVERMAN
Title: SVP

[IP Assignment – US]

SCHEDULE A
INTELLECTUAL PROPERTY RIGHTS

1. Patents:

Patent No.	Jurisdiction	Title	App. No.
7056023	US	Wash Bag Assembly	10787293

2. Trademarks:

Trademark	Jurisdiction	App. No.	Reg. No.
OPTIMESH	US	78291722	3012046
LITTLE THINS, BIG DIFFERENCES	US	78267016	
LITTLE THINGS, BIG DIFFERENCES	US	78976777	3120814