PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4001221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HEALTH ENTERPRISES, INC.	08/02/2016

RECEIVING PARTY DATA

Name:	APOTHECARY PRODUCTS, LLC	
Street Address:	11750 12TH AVENUE SOUTH	
City:	BURNSVILLE	
State/Country:	MINNESOTA	
Postal Code:	55337	

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	D281225
Patent Number:	D349850
Patent Number:	6158443
Patent Number:	D441136
Patent Number:	7458124
Patent Number:	D699890
Patent Number:	D713540

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:	08/10/2016
	<u> </u>

Total Attachments: 4

PATENT REEL: 039395 FRAME: 0807

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> PATENT REEL: 039395 FRAME: 0808

EXECUTION VERSION

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made as of August 2, 2016, by Health Enterprises, Inc., a Massachusetts corporation ("Assignor"), in favor of Apothecary Products, LLC, a Delaware limited liability company ("Assignee").

Assignor is the owner of the patents set forth on Exhibit A and the inventions related thereto (the "Patents"). Assignor has agreed to assign to Assignee all legal and beneficial right, title, interest and licenses in and to the Patents. Assignee is a successor to the business of Assignor to which the Patents pertain, which business is ongoing and existing.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

- 1. Assignor sells, assigns and transfers to Assignee all right, title and interest of Assignor in and to the Patents, including any and all applications claiming priority therefrom, any non-provisionals, divisions or continuations thereof, any improvements thereon, all inventions therein disclosed and any patent or patents that may be issued or reissued thereon, all as existing on the date hereof, and all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. Without limiting the foregoing, it is understood that the rights of the Patents include all re-issues, disclaimers, and re-examinations of the Patents, and all priority rights, rights under the International Convention for the Protection of Industrial Property, and rights under the Patent Cooperation Treaty.
- 3. Assignor further sells, assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of any infringement of the Patents, with the right to sue and collect the same.
- 4. Assignor will, upon request, and without further consideration, do such things and execute such further documents as is reasonably necessary to vest title to the Patents in Assignee, its successors, assigns and legal representatives or nominees; and to enforce such rights in Assignee, its successors, assigns and legal representatives or nominees.
- 5. Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

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- 6. Assignor will, upon request, assist Assignee in the prosecution before the United States Patent and Trademark Office, United States Federal Courts, Foreign Patent Offices and/or Foreign Courts of competent jurisdiction of any matters directly relating to the Patents, including, but not limited to renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee), that Assignee elects to make covering the Patents.
- 7. This Assignment and all of its terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

HEALTH ENTERPRISES, INC.

Name: Glenn Leman

Title: Executive Chairman, Treasurer and CEO

[Signature page to Patent Assignment]

EXHIBIT A TO PATENT ASSIGNMENT

U.S. PATENTS

Patent	Patent No.	Issue Date
PILL BOX	D281,225	November 5, 1985
PILL ORGANIZER	D349,850	August 23, 1994
LICE COMB ASSEMBLY	6,158,443	December 12, 2000
LICE COMB	D441,136	April 24, 2001
CLEANING DEVICE	7,458,124	December 2, 2008
LICE COMB	D699,890	February 18, 2014
PILL SPLITTER	D713,540	September 16, 2014

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RECORDED: 08/10/2016

PATENT REEL: 039395 FRAME: 0812