

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5197367

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPENCO MEDICAL CORPORATION	06/29/2016
RECEIVING PARTY DATA		
Name:	IMPLUS FOOTCARE, LLC	
Street Address:	2001 T.W. ALEXANDER DRIVE	
Internal Address:	BOX 13925	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15570550
CORRESPONDENCE DATA		
Fax Number:		
<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:	kimberly.obrien@BIPC.com	
Correspondent Name:	KIMBERLY O'BRIEN	
Address Line 1:	1737 KING STREET	
Address Line 2:	5TH FLOOR	
Address Line 4:	ALEXANDRIA, VIRGINIA 22313	
ATTORNEY DOCKET NUMBER:	0045259-001303	
NAME OF SUBMITTER:	WENDI L. WEINSTEIN	
SIGNATURE:	/Wendi L. Weinstein/	
DATE SIGNED:	10/19/2018	
Total Attachments: 9		
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 30th day of June, 2016 by and between Spenco Medical Corporation, a Texas corporation (“**Assignor**”), and Implus Footcare, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, SBS Enterprises, Inc. and Steven B. Smith (the “**Purchase Agreement**”).

RECITALS

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement; and

WHEREAS, this Agreement is made and delivered pursuant to, inter alia, Article 1.1, of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires, accepts and assumes from Assignor, all of Seller’s worldwide right, title and interest in, to and under all Patents related to or used in connection with the US Business (the “**Assigned Patents**”) including, without limitation, (i) the Patents identified on Exhibit A attached hereto and any and all derivations thereof, (ii) all rights to obtain renewals, extensions, continuations, continuations-in-part, reissues, divisions or similar legal protections related to the Assigned Patents, (iii) all applications, certificates, files, recordings, licenses, approvals and registrations and other agreements relating to any of the Assigned Patents, and (iv) all rights to sue and recover damages for infringement of the Assigned Patents, whether arising prior to or subsequent to the date hereof, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Agreement as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

2. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer the Assigned Patents and any Assigned Patent applications to Assignee as assignee of Seller’s entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement.** This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any

of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignor shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

7. **Counterparts.** This Agreement may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

SPENCO MEDICAL CORPORATION

By: Steven B. Smith

Steven B. Smith, President

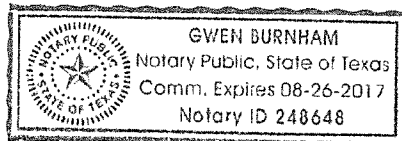
ACKNOWLEDGMENT

State of Texas

County of McLennan

This instrument was acknowledged before me on June 29, 2016 by Steven B. Smith, President of Spenco Medical Corporation, a Texas corporation, on behalf of said corporation.

(seal)



Gwen Burnham
Notary Public Signature

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNEE

IMPLUS FOOTCARE, LLC

By: 

Name: Seth Richards

Title: Chief Executive Officer

ACKNOWLEDGEMENT

State of North Carolina
County of Durham

I, Sandra B. Lyons (Name of officer taking acknowledgment),
Notary Public (Official title of officer taking
acknowledgment) certify that Seth Richards (Name of attesting
official) personally came before me this day and acknowledged that he/she is
Chief Executive Officer (Title of attesting official) of
Implus Footcare, LLC, a corporation, and that by authority duly given and
as the act of the corporation, the foregoing instrument was signed in its name by its
Chief Executive Officer (Title of Official), sealed with its corporate seal, and attested by himself
(or herself) as its Chief Executive Officer (Title of attesting official).

Witness my hand and official seal, this the 30th day of June,
(Month) 2016 (Year)

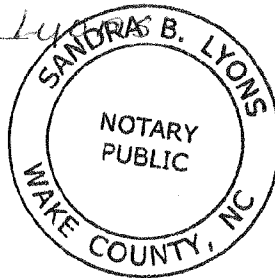
Sandra B. Lyons

Notary Public

Printed Name: Sandra B. Lyons

My Commission Expires:

16 OCT 2018



[Signature Page to Patent Assignment Agreement]

EXHIBIT A

Patents

See attached.

ASSET PURCHASE AGREEMENT

By and Among

Implus Footcare, LLC, a Delaware limited liability company ("Buyer")

Spenco Medical Corporation, a corporation organized under the laws of Texas ("Seller")

SBS Enterprises, Inc., a corporation organized under the laws of Texas ("SBS") and Steven B. Smith ("Stockholder")


DISCLOSURE SCHEDULE

1.1b(v): Patents to be Transferred to Buyer

Trademark Schedules prepared by
Conley Rose LLP
Kristin Jordan Harkins
kharkins@dfw.conleyrose.com

Patent Schedules prepared by:
Hemingway & Hansen LLP
D. Scott Hemingway
shemingway@hh-iplaw.com

Schedule 1.1(b)(iv) - Transferred Patent Assets

C. Active Pending/Proposed Patent Assets					Prepared by: Hemingway & Hansen, LLP (shemingway@hh-iplaw.com)	
FILE NO.	COUNTRY	TITLE	APPLN NUMBER	FILE DATE	STATUS	
SPEN 01900 PTPV	US	Shoe Insole 5 (Total Support - Unequal) Provisional #1 	62/167,791	5/28/2015	Inventors: David B. Granger & Jacob Martinez Assignment recorded on 7/1/2015; Reel 035964 / Frame 0338	
SPEN 01901 PTPV	US	Shoe Insole 5 (Unequal Total Support) Provisional #2	62/182,103	6/19/2015	Inventors: David B. Granger & Jacob Martinez Assignment recorded on 08/24/2015; Reel 036405 / Frame 0238	

Schedule 1.1(b)(iv) - Transferred Patent Assets

C. Active Pending/Proposed Patent Assets						Prepared by: Henningway & Hansen, LLP (shemingway@hh-iplaw.com)
FILE NO	COUNTRY	TITLE	APPLN NUMBER	FILE DATE	STATUS	
SPEN 01903 PTPV	US	Shoe Insole 5 (Unequal Total Support) Provisional #3	62/213,037	9/1/2015	Inventors: David B. Granger & Jacob Martinez Assignment recorded 2/2/2016: Reel 037643 / Frame 0705	

Schedule 1.1(b)(iv) - Transferred Patent Assets

C. Active Pending/Proposed Patent Assets					Prepared by: Hemingway & Hansen, LLP (shemingway@hh-iplaw.com)	
FILE NO.	COUNTRY	TITLE	APPLN NUMBER	FILE DATE	STATUS	
SPEN 01906 PTWO	PCT	Shoe Insole (Unequal Total Support) International Patent Application	PCT/US16/ 28685	4/21/16	<ul style="list-style-type: none"> PCT International Application filed based on 3 provisional applications: SPEN 1900 PTPV, 1901 PTPV, & 1903 PTPV Awaiting receipt of Int'l Search Report (10/16 est.) and Publication (11/28/16 est.) 	