

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6170142

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GENDRON, INC.	06/15/2020
RECEIVING PARTY DATA		
Name:	GFHEALTH PRODUCTS, INC.	
Street Address:	ONE GRAHAM FIELD WAY	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30340	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9931259
CORRESPONDENCE DATA		
Fax Number:	(419)344-7973	
<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>		
Phone:	419-344-7973	
Email:	SCOTTER@GENDRONIC.COM	
Correspondent Name:	STEVEN COTTER	
Address Line 1:	520 W. MULBERRY ST, SUITE 100	
Address Line 2:	GENDRON, INC.	
Address Line 4:	BRYAN, OHIO 43506	
NAME OF SUBMITTER:	STEVEN W COTTER	
SIGNATURE:	/Steven W Cotter/	
DATE SIGNED:	06/24/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
source=Intellectual Property Agreement#page1.tif		
source=Intellectual Property Agreement#page2.tif		
source=Intellectual Property Agreement#page3.tif		
source=Intellectual Property Agreement#page4.tif		
source=Intellectual Property Agreement#page5.tif		

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of the 15th day of June, 2020 by and between GENDRON, INC., an Ohio corporation ("Assignor"), and GF HEALTH PRODUCTS, INC., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, Assignee and Shareholder have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, this Agreement is being entered into pursuant to Section 7.1(b) of the Purchase Agreement;

WHEREAS, Assignor is the owner of all right, title and interest in and to the Intellectual Property identified on Schedule "A" attached hereto; and

WHEREAS, Assignor is willing to relinquish all right, title and interest that it may have in and to the Intellectual Property and to assign to Assignee all right, title, and interest it may have in and to the Intellectual Property worldwide.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Intellectual Property. Assignor hereby assigns and sells to Assignee all right, title, and interest as Assignor may possess in and to the Intellectual Property, and all

registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured under law, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. At any time hereafter, Assignor shall, upon the Assignee's written request, take any and all reasonable steps and execute, acknowledge and deliver to the Assignee any and all further instruments necessary to vest all right, title and interest in and to the Intellectual Property more effectively in the Assignee.

3. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Nothing contained in this Assignment shall expand, reduce, modify or waive any rights or obligations of the parties under the Purchase Agreement, including, without limitation, the rights and obligations of the parties under Article 6 thereof. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signatures begin on following page]

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

ASSIGNOR:

GENDRON, INC.

By: 

Steven Cotter, President

STATE OF SOUTH CAROLINA
COUNTY OF BOULDER

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven Cotter, whose name as President of GENDRON, INC., an Ohio corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12 day of JUNE, 2020.



Notary Public

My Commission Expires

JOHN L. GEORGE

Notary Public for South Carolina

My Commission Expires April 13, 2027

[Signatures continue on following page]

[Signature Page to Intellectual Property Assignment]

ASSIGNEE:

GF HEALTH PRODUCTS, INC.

By: _____

Kenneth Spett, President and CEO

STATE OF GEORGIA
COUNTY OF WINNETT

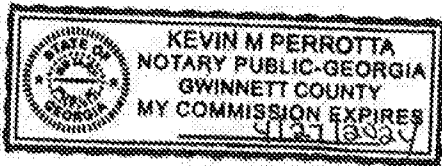
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth Spett, whose name as President and CEO of GF HEALTH PRODUCTS, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of JUNE, 2020.

Notary Public

My Commission Expires: 4/27/2024

Kevin M. Perrotta



[Signature Page to Intellectual Property Assignment]

SCHEDULE A
Intellectual Property

Intellectual Property:

One current patent, one expired patent, trade name Gendron

U.S. Pat. No. 9,931,259 is still active, and the first maintenance fee payment is due next year. There is another related patent (U.S. Pat. No. 9,358,169) that we opted not to pay the maintenance fee for, and that patent did expire. Please note that the expired patent can be revived by paying the previously due maintenance fee plus a petition fee accompanying a Petition to Revive. Renewal fees for both approx \$2200.

Gendron uses these tag lines –

"TOTAL SOLUTIONS FOR BARIATRIC PATIENT CARE"

"BARIATRIC REHAB LEADERSHIP"

Website is www.gendroninc.com

Software used to operate the business:

Back up copy of the information contained in the Vantage software

Auto-desk Inventor, licensed through Advanced Solutions – there are 3 single-user annual subs and 1 multi-user NW subs expiring 10/25/20

BarTender 2016 5 printer Enterprise edition (perpetual license) Seagull Scientific

All molds/tooling held at supplier locations used in the manufacture of Seller's products