

EXHIBIT A

TRADEMARK CLAIM ASSIGNMENT AGREEMENT

This Trademark Claim Assignment Agreement ("**Assignment**"), with an effective date of April 15, 2021, is made by Delta Medical Supply Group, Inc., a Pennsylvania corporation and Atlantic Safety Products, Inc f/k/a Delta Hospital Supply, Inc., a Massachusetts corporation (collectively "**Assignors**"), and Delta Medical Systems, Inc., a Georgia corporation ("**Assignee**").

WHEREAS, the Parties are co-owners of U.S. Trademark Reg. No. 2,824,773 for the mark NITREX ("**Mark**");

WHEREAS, the Parties are aware of infringement of the Mark by DRE Health Corp and others as more particularly set forth in *Delta Medical Systems, Inc. v DRE Health Corp, et al.*; Civil Action No. 1:21-cv-01687-WMR (NDGA) ("**Lawsuit**");

WHEREAS, the Parties desire that Assignee pursue the infringement claims in the Lawsuit on behalf of the Assignors and Assignee.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee all of Assignors' right, title, and interest in and to the trademark infringement claims against DRE Health Corp and all DRE Health Corp's resellers and distributors as more fully set forth in the Lawsuit ("**Claims**").

2. Control of Lawsuit. Assignee shall have full control of the Lawsuit including hiring and directing counsel, settlement, trial or other resolution of the Lawsuit. Assignee shall be responsible for the payment of all costs and fees associated with the Lawsuit and any other assertion of the Claims.

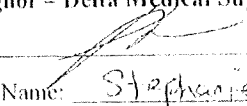
3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).



Assignor - Delta Medical Supply

By: 

Print Name: Stephanie Williams

Title: President

Address: 118 Chestnut St.
Pomeroy, PA 19367

Assignee - Delta Medical Systems

By: 

Print Name: THOMAS W. BROOKS

Title: _____

Address: 6865 SHILOH RT E.
ALPHARETTA, GA 30005

Assignor - Atlantic Safety Products

By: 

Print Name: Robert Dillou

Title: VP Sales

Address: 65 Baldwin W.
PITTSFIELD NH 03263