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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Commissioner of Patents and Tradem: 1023	2. Name and address of receiving party(ies)		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
Medical Product Specialists d/b/a MPS Acacia 499 Nibus Street, Suite E Brea, CA 92821  2-19-03	Portex, Inc. 10 Bowman Drive Keene, NH 03431		
Individuals Association General Partnership Limited Partnership Corporation-State of California Other:			
Additional name(s) of conveying party(ies) attached?			
3. Nature of conveyance:  Assignment Merger Security Agreement Change of Name Other: Nunc Pro Tunc Assignment	Individual(s) citizenship General Partnership Corporation-State of Delaware Other:  Individual(s) citizenship Limited Partnership Limited Partnership		
Execution Date: February 4, 2003	If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes No  (Designations must be separate document from Assignment)		
	Additional name(s) & address(es) attached?   Yes  No		
4. Application number(s) or trademark number(s):			
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)		
78/180,286 CVS2			
5. Name and address of party to whom correspondence	s attached? ☐ Yes ☒ No  6. Total number of applications and trademarks involved: 1		
concerning document should be mailed:			
Name: Sandra Epp Ryan Address: MERCHANT & GOULD P.C.	7. Total fee (37 CFR 3.41): \$40 Enclosed		
P.O. Box 2910	Authorized to be charged to deposit account		
Minneapolis, MN 55402-0910	Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725		
DO NOT	USE THIS SPACE		
9. Statement and signature:			
To the best of my knowledge and belief the foregoing inform	nation is true and correct and any attached copy is a true copy of the		
original document.	and correct and any anaerica copy is a ride copy of are		
Sandra Epp Ryan	Ryan February 10, 2003		
Name of Person Signing	Signature Date		
	Total number of pages including cover sheet, attachments, and document: $\frac{1}{2}$		
Do not detach this portion  Meil description to be recorded with required cover sheet information to:			

Commissioner for Patents and Trademarks Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1600C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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> **TRADEMARK REEL: 002675 FRAME: 0781**

## NUNC PRO TUNC ASSIGNMENT

WHEREAS, Medical Product Specialists d/b/a MPS Acacia, a California corporation having a principal place of business at 499 Nibus Street, Suite E, Brea, California 92821 ("Assignor"), is the owner of the trademark CVS<sup>2</sup> and corresponding United States trademark application Serial No. 78/180286:

WHEREAS, Assignor warrants and represents that it is the owner of the entire right, title and interest in and to said trademark and said trademark application, free and clear of any liens. charges, encumbrances, set-offs, defenses, and counterclaims; and

WHEREAS, Portex, Inc., a Delaware corporation having a business address of 10 Bowman Drive, Keene, New Hampshire 03431 ("Assignee") is desirous of acquiring all right, title and interest in and to said trademark and associated goodwill and said trademark application:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns nunc pro tunc as of December 20, 2002 to Assignee, the entire right, title, and interest, worldwide in and to said trademark and said trademark application, including all common law trademark or trade name rights in said trademark, together with the goodwill of the business associated with or symbolized by said trademark, and the business of the Assignor or portion thereof to which said trademark pertains, which business is ongoing and existing, and the right to recover and have damages and profits for past infringement, dilution and other violations, if any.

The undersigned agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to said trademark and said trademark application.

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I	~~	DEANNA L. FALUDI	i
1		Coramission # 1304702	
₹		Notary Public - California	-
ź	Property of	Orange County	ŕ
•	1,300	My Comm. Expires Jun 13, 2005	1
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Medical Product Specialists d/b/a MPS Acacia

STATE OF CALIFORNIA COUNTY OF ORANGE

On Feb 4, 2003, before me, Danne L Falud; a Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. Deanna & Faludi

WITNESS my hand and official seal.

RECORDED: 02/10/2003

TRADEMARK REEL: 002675 FRAME: 0782