

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamed, Inc.		10/27/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	DiaMed USA, LLC		
Street Address:	3670 Progress St NE		
City:	Canton		
State/Country:	OHIO		
Postal Code:	44705		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3012522	DIAMED	
Registration Number:	2986834	THE COMPANY THAT CARES	
CORRESPONDENCE DATA			
Fax Number:	(330)376-4577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-376-2700		
Email:	tlink@ralaw.com		
Correspondent Name:	Terrence H. Link II		
Address Line 1:	222 S Main St		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	123941.0001		
NAME OF SUBMITTER:	Terrence H. Link II		
Signature:	/Terrence H. Link II/		

CH \$65.00 3012522

TRADEMARK

Date:

10/28/2010

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of October 27, 2010, by DIAMED, INC., an Ohio corporation (“Assignor”) in favor of DIAMED USA, LLC, an Ohio limited liability company (“Assignee”).

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the “Marks”);

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks.

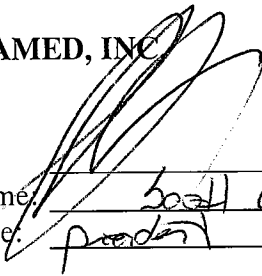
NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Effective as of January 1, 2007, Assignor hereby sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and 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, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio.

5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

DIAMED, INC

By: 
Name: Scott Walker
Title: President

Acknowledgement:

DIAMED USA, LLC

By: 
Name: Doug Sharpe
Title: V.P.

Schedule A
to Trademark Assignment

Mark	Appl. Serial No./ Filing Date	Reg. No./ Reg. Date
DIAMED	76540321 August 27, 2003	3012522 November 8, 2005
THE COMPANY THAT CARES	76540320 August 27, 2003	2986834 August 23, 2005