

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Laborie Medical Technologies Inc.		07/11/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Laborie Medical Technologies Canada ULC
Street Address:	6415 Northwest Drive, Unit 11
City:	Mississauga, Ontario
State/Country:	ONTARIO
Postal Code:	L4V 1X1
Entity Type:	Unlimited liability company: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	85647977	ACCUTAK
Serial Number:	85602581	BLADDERVU
Serial Number:	85548876	EN-CAM
Serial Number:	85609849	INJETAK
Registration Number:	3046875	SOLENETTE
Registration Number:	2953717	TRITON
Registration Number:	3285680	UROSTYM

**CORRESPONDENCE DATA**

Fax Number: 3128622200  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312-862-6371  
 Email: renee.prescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 300 North LaSalle Street  
 Address Line 2: Kirkland & Ellis LLP

CH \$190.00 85647977

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

37869-181 RMP

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Renee M. Prescan

Signature:

/Renee M. Prescan/

Date:

10/30/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of July 11<sup>th</sup>, 2012 ("Effective Date") by and between **Laborie Medical Technologies Inc.**, a Canadian corporation, with an office at 6415 Northwest Drive, Units 11, Mississauga, Ontario L4V 1X1 ("Assignor"), and **Laborie Medical Technologies Canada ULC**, a Canadian unlimited liability company, with an office at 6415 Northwest Drive, Unit 11, Mississauga, Ontario L4V 1X1, Canada ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 11<sup>th</sup>, 2012 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on the Schedule attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LABORIE MEDICAL  
TECHNOLOGIES INC.

  
Name: J. Robert Laborie

Title: President

LABORIE MEDICAL  
TECHNOLOGIES CANADA ULC

  
Name: J. Robert Laborie

Title: President

**SCHEDULE**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
ACCUTAK	U.S.	85/647977 6/10/2012	—
BLADDERVU	U.S.	85/602581 4/19/2012	—
EN-CAM	U.S.	85/548876 2/21/2012	—
INJETAK	U.S.	85/609849 4/26/2012	—
SOLENETTE	U.S.	78/364396 2/7/2004	3046875 1/17/2006
TRITON	U.S.	78/337512 12/7/2003	2953717 5/17/2005
UROSTYM	U.S.	78/734119 10/16/2005	3285680 8/28/2007
AQUARIUS	Brazil	901784290 7/13/2009	—
DORADO	Brazil	901784745 7/13/2009	—
I-LIST	Brazil	901785083 7/13/2009	—
LABORIE	Brazil	901784230 7/13/2009	—
MINI D	Brazil	902232576 1/5/2010	--
NIRS TETRA	Brazil	901785210 7/13/2009	—
UDS	Brazil	901784613 7/13/2009	—
UROSTYM	Brazil	901784508 7/13/2009	—
UDS	Canada	0597129 12/15/1987	TMA351922 2/24/1989