

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
Quill Medical, Inc.		01/09/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Surgical Specialties Corporation		
Street Address:	100 Dennis Drive		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3820056	QUILL	
Registration Number:	2967463	QUILL	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-268-6327		
Email:	kanderson@mofo.com, msm9@mofo.com		
Correspondent Name:	Jennifer lee Taylor		
Address Line 1:	Morrison & Foerster LLP		
Address Line 2:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	60202-6000000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		

CH \$65.00 3820056

Date:

01/29/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of January 9, 2013 (the "Effective Date") by and between Quill Medical, Inc. ("Assignor"), a Delaware corporation with its principal place of business at 241 West Palatine Road, Wheeling, IL 60090, and Surgical Specialties Corporation ("Assignee"), a Delaware corporation with its principal place of business at 100 Dennis Drive, Reading, Pennsylvania 19606, U.S.A. (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark registrations listed on Schedule A, attached hereto, and to the trademarks covered thereby and to the goodwill and reputation of the business connected with and symbolized by these trademarks (the "Marks");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor hereby transfers, conveys, and assigns to Assignee all right, title and interest in and to the Marks listed on Schedule A, together with (a) all United States and Canadian trademark registrations listed on Schedule A; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations; to sue for all past, present, or future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions).

Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Marks to Assignee.

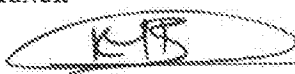
This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

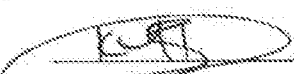
If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter.

No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR
By: 
Name: K. Thomas Bailey
Title: President

ASSIGNEE
By: 
Name: K. Thomas Bailey
Title: President

Schedule A

<u>Mark</u>	<u>App./Reg. Number</u>	<u>Country</u>	<u>Class/Goods and Services</u>
QUILL	Registration No. 3,820,056	United States	Class 10: Surgical and medical instruments, namely sutures, ligatures, and suture kits comprised of sutures and needles
QUILL	Registration No. 2,967,463	United States	Class 10: Medical devices, namely, sutures for use in wound closure, tissue re-orientation and organ re-orientation during surgical procedures, for use in medical, surgical and veterinary settings
QUILL	Registration No. TMA803858	Canada	Wound closure devices, namely, sutures and surgical needles; wound closure materials, namely natural and synthetic polymers for use in wound closure; suture kits comprised of sutures and needles