

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoAxia, Inc.		04/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zoll Circulation, Inc.		
Street Address:	650 Almanor Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2800834	COAXIA	
Registration Number:	2811175	NEUROFLO	
Registration Number:	3383377	COAXIA	
Registration Number:	2903661	FLOCONTROL	
CORRESPONDENCE DATA			
Fax Number:	6193388078		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	619-338-8075		
Email:	Jeanne@rogitz.com		
Correspondent Name:	Rogitz & Associates		
Address Line 1:	750 B Street, Suite 3120		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	ZOLL/COAXIA TRADEMARKASSN		
NAME OF SUBMITTER:	John L. Rogitz		

OP \$115.00 2800834

TRADEMARK

Signature:	/John L. Rogitz/
Date:	06/13/2013
Total Attachments: 3 source=Zoll-CoAxia_Trademark_Assignment#page1.tif source=Zoll-CoAxia_Trademark_Assignment#page2.tif source=Zoll-CoAxia_Trademark_Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of April 16, 2013, by and between ZOLL Circulation, Inc., a Delaware corporation ("Assignee"), and CoAxia, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to all Marks set forth on Schedule A hereto (the "Assigned Marks").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby purchases and receives from Assignor, all of Assignor's right, title and interest in and to the Assigned Marks, including any and all common law rights, State or Federal registrations thereof, all trade name rights, service name rights and all of the goodwill of the business pertaining to the Assigned Marks, all tangible and electronic embodiments of the Assigned Marks, and all rights to institute or maintain any Proceeding (as defined in the Asset Purchase Agreement) or other action to protect the Assigned Marks or recover damages for any past or present infringement thereof.
2. Governing Law. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the laws of conflict that might otherwise apply.
3. Construction. This Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will prevail.
4. Counterparts. This Agreement may be executed in any number of separate counterparts (including by facsimile or electronic .pdf submission), all of which when executed and delivered shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized representatives.


ASSIGNEE:

ZOLL CIRCULATION, INC.

By: 
Name: James P. Rizzo
Title: President

ASSIGNOR:






COAXIA, INC.

By: 
Name: ANDREW M. WEISS
Title: PRESIDENT & CEO

[Signature Page to Trademark Assignment]

SCHEDULE A

ASSIGNED MARKS

Mark	Country	Serial Number	Registration Number
COAXIA	United States	76/257,208	2,800,834
COAXIA	CTM	00/2468957	2468957
COAXIA	Australia	894610	894610
COAXIA	Canada	1121948	677065
COAXIA	Japan	2001-102174	4574128
NEURORFLO	United States	76/279,584	2,811,175
NEURORFLO	CTM	00/2600500	2600500
NEURORFLO	Australia	904290	904290
NEURORFLO	Canada	1132294	684485
NEURORFLO	Japan	2002-15852	4636901
	United States	78/948,793	3,383,377
	Australia	1156079	1156079
	Canada	1331190	702638
	CTM	005596812	005596812
	Japan	2007-3224	5053351
FLOCONTROL	United States	76/379,201	2,903,661