

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
Peter Brasseler Holding		11/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaliber Europe		
Trading As:	Tava Surgical		
Street Address:	Henriette Bosmansstraat 57		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1077XG		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73618954	TAVA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	coenraadtamse@tavasurgical.com		
Correspondent Name:	Kaliber Europe		
Address Line 1:	Schipholweg 307		
Address Line 4:	Badhoevedorp, NETHERLANDS 1171PL		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

TRADEMARK

NAME OF SUBMITTER:	Coenraad Tamse
Signature:	/Coenraad-Tamse/
Date:	09/23/2013
Total Attachments: 8 source=Asset Purchase Agreement#page1.tif source=Asset Purchase Agreement#page2.tif source=Asset Purchase Agreement#page3.tif source=Asset Purchase Agreement#page4.tif source=Asset Purchase Agreement#page5.tif source=Asset Purchase Agreement#page6.tif source=Asset Purchase Agreement#page7.tif source=Asset Purchase Agreement#page8.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is executed and delivered as of November 01, 2011 (the "Effective Date"), by and between BRASSELER U.S.A. MEDICAL, LLC, a Georgia limited liability company d/b/a TAVA SURGICAL INSTRUMENTS ("Tava"), having an address at One Brasseler Boulevard, Savannah, Georgia 31419 ("Seller"), and KALIBER EUROPE B.V., a Dutch limited liability company registered in Amsterdam, having an address at Henriette Bosmansstraat 57, 1077XG Amsterdam, Netherlands ("Purchaser"). Each of Seller and Purchaser is referred to herein as a "Party," and, collectively, as the "Parties." Certain capitalized terms used in this Agreement are defined on Exhibit A hereto.

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Parties are executing and delivering a Supply Agreement, dated as of the Effective Date (a copy of which is attached hereto as Exhibit B, the "Supply Agreement"), pursuant to which Purchaser desires to purchase exclusively from Seller, and Seller desires to manufacture and sell to Purchaser, the Products (as defined in the Supply Agreement); and

WHEREAS, in connection with the Supply Agreement and Purchaser's purchase of the Products as provided thereunder, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Purchased Assets on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1. THE TRANSACTION

Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase and receive from Seller, all of Seller's rights, title and interest throughout the world in, to and under the assets listed on Schedule I hereto (collectively, the "Purchased Assets").

ARTICLE 2. CONSIDERATION FOR TRANSFER

As full payment for the sale and purchase of the Purchased Assets hereunder, Purchaser shall deliver to Seller at the Closing the aggregate sum of Two Hundred Fifty Thousand United States Dollars (US\$250,000).

ARTICLE 3. CLOSING AND CLOSING DELIVERIES

3.1 Closing; Time and Place. The closing of the purchase and sale of the Purchased Assets provided for in this Agreement (the "Closing"), shall occur at 10:00 A.M. Pacific Time on the Effective Date, or at such other date and time as the Parties may agree in writing (the "Closing Date"). **Deliveries.** At the Closing, Seller and Purchaser shall execute and deliver this Agreement and such other agreements, certificates, instruments, documents and/or writings required pursuant to the provisions of this Agreement or otherwise necessary or appropriate to transfer the Purchased Assets in accordance with the terms hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

4.1 Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia. **Authority; Binding Nature of Agreements.** Seller has all requisite power and authority to execute and deliver this Agreement and all other Transaction Agreements to which it is a party and to carry out and perform the provisions of this Agreement and the other Transaction Agreements. The execution, delivery and performance by Seller of this Agreement and the other Transaction Agreements have been approved by all requisite action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller. Each of this Agreement and the other Transaction Agreements constitutes, or upon execution and delivery, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity. **Title; Right to Sell; Condition of Assets.**

(a) Seller has good and marketable title to the Purchased Assets, and Seller has the power to sell, assign and deliver the Purchased Assets as provided hereunder. Upon Closing, Purchaser will acquire good and marketable title to the Purchased Assets.

(b) The Purchased Assets are in good condition, reasonable wear and tear excepted, and are suitable for their intended purposes. There are no liens, liabilities, claims or other encumbrances on, or other third-party rights with respect to, the Purchased Assets.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Dutch law.

5.2 Authority; Binding Nature of Agreements. Purchaser has all requisite power and authority to execute and deliver this Agreement and all other Transaction Agreements to which it is a party and to carry out and perform the provisions of this Agreement and the other

Transaction Agreements. The execution, delivery and performance by Purchaser of this Agreement and the other Transaction Agreements have been approved by all requisite action on the part of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser. Each of this Agreement and the other Transaction Agreements constitutes, or upon execution and delivery, will constitute, the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties of Seller or Purchaser in this Agreement or any other Transaction Agreement shall survive the Closing until the second anniversary of the Closing Date.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Expenses. Whether or not the Transaction is consummated, each Party shall pay its own costs and expenses in connection with this Agreement and the Transaction (including, without limitation, the fees and expenses of its advisers, accountants and legal counsel). **Interpretation.** Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "but (is/are) not limited to."

7.3 Further Assurances. Each Party agrees to (a) furnish upon request to the other Party such further information, (b) execute and deliver to the other Party such other documents, and (c) do such other acts and things, all as the other Party reasonably may request for the purpose of carrying out the intent of this Agreement and the Transaction. Without limiting the generality of the foregoing, Seller shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of Purchaser, to convey, establish, evidence, maintain, defend and enforce Purchaser's rights, title and interest in, to and under the Purchased Assets; and Seller hereby irrevocably appoints Purchaser and any of its officers as Seller's attorney in fact to undertake such acts in Seller's name.

7.4 Choice of Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. In the event Purchaser commences a lawsuit or other proceedings relating to or arising from this Agreement or related to the Transaction, the Parties agree that the Superior Court of Chatham County, Georgia or the Federal District Court for the Southern District of Georgia shall have sole and exclusive jurisdiction and shall be proper venue for any such lawsuit or other proceedings and the Parties waive any objection to such jurisdiction and venue. In addition, in the event Seller commences a lawsuit or other proceedings relating to or arising from this Agreement or related to the Transaction, the Parties agree that the applicable courts in Amsterdam, The Netherlands shall have sole and exclusive jurisdiction and shall be proper venue for any such lawsuit or other proceedings and the Parties waive any objection to such jurisdiction and venue.

7.5 Amendment; Waiver. This Agreement shall not be amended except by a writing executed by both of the Parties. Any Party may waive compliance by the other Party with any of the covenants or conditions herein, but no waiver shall be binding unless such waiver is in a writing executed by the Party making such waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof. Any prior oral or written agreements, promises, negotiations or representations not expressly set forth in this Agreement are hereby rendered void and of no force or effect.

7.7 Captions and Headings. The captions or headings of the provisions of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.


7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A Party may execute and deliver this Agreement by transmitting a facsimile copy of the executed signature page to the other Party.

{Signature page follows.}

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by its duly authorized representative as of the Effective Date.

SELLER:

BRASSELER U.S.A. MEDICAL, LLC

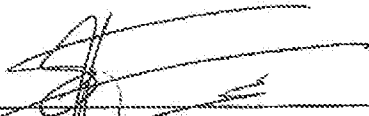
By:  _____

Name: Don Waters

Title: C.E.O.

PURCHASER:

KALIBER EUROPE B.V.

By:  _____

Name: Coenraad Jansen

Title: Managing Director

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT
DATED NOVEMBER 01, 2011]



EXHIBIT A

CERTAIN DEFINITIONS

“Agreement” shall mean the Asset Purchase Agreement to which this Exhibit A is attached (including all other schedules and exhibits attached thereto), as it may be amended from time to time.

“Closing” shall have the meaning specified in Section 3.1.

“Closing Date” shall have the meaning specified in Section 3.1.

“Party” and “Parties” shall have the meaning specified in the preamble of this Agreement.

“Purchased Assets” shall have the meaning specified in Article 1.

“Purchaser” shall mean [Kaliber Europe B.V.], a Dutch limited liability company.

“Seller” shall mean Brasseler U.S.A. Medical, LLC, a Georgia limited liability company d/b/a Tava Surgical Instruments.

“Transaction” shall mean, collectively, the transactions contemplated by this Agreement.

“Transaction Agreements” shall mean this Agreement and all other agreements, certificates, instruments, documents and writings delivered by Purchaser and/or Seller in connection with the Transaction.

EXHIBIT B
SUPPLY AGREEMENT

SCHEDULE 1

PURCHASED ASSETS

The Purchased Assets shall include:

1. The "Tava Surgical" brand, including, without limitation, the name and any and all related trademarks, trade names, applications for the foregoing, labels, logos, designs, printed materials and commercial uses and representations (collectively, the "Brand");
2. All digital media relating to the Brand, including, without limitation, any and all website domains, e-mail addresses, social media accounts and related content, usernames and passwords;
3. All sales and marketing rights, information, materials and collateral relating to the Brand, in any and all types of media format, including, without limitation, sales literature, pamphlets, brochures, posters, booth materials, customer lists and contact information, sales history information, distribution agreements and rights with any and all third-party distributors; and
4. All tangible and intangible rights relating to the Brand and the foregoing items, including, without limitation, all goodwill, trademarks, trademark applications, service marks, trade names, copyrights and any other intellectual property rights relating thereto.