

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Taureon B.V.		04/24/2014	LIMITED LIABILITY COMPANY: NETHERLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	Z-Medica, LLC
<b>Street Address:</b>	4 Fairfield Blvd
<b>City:</b>	Wallingford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06492
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4169959	NOVACOL

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-499-6059  
**Email:** nicolesaucedo@paulhastings.com  
**Correspondent Name:** Nicole Saucedo c/o Paul Hastings LLP  
**Address Line 1:** 191 N. Wacker Dr.  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	F149721
<b>NAME OF SUBMITTER:</b>	Nicole Saucedo
<b>SIGNATURE:</b>	/Nicole Saucedo/
<b>DATE SIGNED:</b>	05/08/2014

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made and entered into as of this 24th day of April, 2014 by and between Z-Medica, LLC, a Delaware limited liability company, having a principal place of business at 4 Fairfield Blvd., Wallingford, Connecticut 06492 (“**Assignee**”) and Taureon B.V., a Dutch limited liability company, having a principal place of business at Laan van Zuidhoorn 61 (2289 DC), Rijswijk, the Netherlands (“**Assignor**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into as of the date hereof (the “**Agreement**”), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of Assignor’s assets, including, without limitation, the trademark set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademark set forth on Schedule A (the “**Mark**”), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark, same to be held by Assignee 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 income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any



TRADEMARK

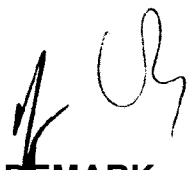
reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.


3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*[Signature Page Follows]*

A handwritten signature in black ink, appearing to be 'J. O. S.', is located in the bottom right corner of the page.

Z-MEDICA, LLC

By:   
Name: David Dean  
Title: Chief Financial Officer


[Signature page to Trademark Assignment]



TRADEMARK  
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TAUREON B.V.

By:   
Name: Dick van Kalker

By:   
Name: Harry Boete

[Signature page to Trademark Assignment]



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**SCHEDULE A**

**MARK**

Jurisdiction of Registration	Registration / Serial Number	Mark
U.S.	4169959	Novacol