

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

06/06/2014  
700515875  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Medical Action Industries Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) US Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 29 and 30, 2014

- Assignment
- Security Agreement
- Other Assignment of TMs & Purchase Agreem
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Medira Inc.

Street Address: 209 Medegen Drive

City: Galloway

State: Tennessee

Country: United Sttes of America Zip: 38036

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship US Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

73/229,454

B. Trademark Registration No.(s)

1,193,420 TOSS-A-WAY with date of Registration April 6, 1982

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Erin Villasenor

Internal Address: Winston & Strawn LLP

Street Address: 1111 Louisiana  
25th Floor

City: Houston

State: Texas Zip: 77002

Phone Number: (713) 651-2686

Docket Number: 170144.00003

Email Address: EVillasenor@winston.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-1814

Authorized User Name Erin Villasenor

9. Signature:

Signature

June 6, 2014

Date

Erin Villasenor

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Numbers of Trademark Applications/Trademark Registration Numbers to  
Accompanying Medical Action Industries Inc. (Conveying Party) to  
Medira Inc (receiving Party)

A. <u>Trademark Application No.(s)</u>	B. <u>Trademark Registration No.(s) &amp; Trademark</u>
77/902,855	3,945,534 & URI-CLIP
Unknown	TMA 154,281 & MELT-A-WAY (& Design registered November 24, 1967

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of June 2, 2014 (the "Assignment"), by and between MEDICAL ACTION INDUSTRIES INC., a Delaware corporation ("Assignor"), and Medira Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignee and Assignor have (together with Intoplast Group Ltd., solely with respect to Sections 5.1(b) and 11.20 thereof) entered into that certain Purchase Agreement dated as of March 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to the Assets and the assumption by Assignee of the Assumed Liabilities; and

B. In accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the registered trademarks and common law marks registered or in use in the United States or any foreign country relating exclusively to the Business and any trademark applications relating exclusively to the Business filed by Assignor (collectively, the "Marks"), including those listed on Exhibit A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Marks.

(a) Assignor does hereby assign and transfer to Assignee all rights, title and interest in and to the Marks, including (i) the sole and exclusive right to register the Marks under the laws of the United States and any other jurisdiction worldwide, now or hereafter in effect, and to renew any registration to the extent required or permitted, (ii) the sole and exclusive right to all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for future infringements or misappropriations of the Marks, (iii) the sole and exclusive right to bring and maintain actions for future trademark infringement, misappropriation or other violations, including the right to sue for infringement damages arising following the date hereof and collect the same and (iv) all rights in the trade dress and logos associated with the Marks.

(b) Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 2(a) not been made. Assignor further covenants and agrees not to seek to challenge the validity of any of such Marks or oppose any trademark application following the date hereof related to the Marks, including, without limitation, in any claim, action, arbitration, suit, inquiry or proceeding.

3. Recording of Assignment. Assignor hereby authorizes Assignee to request the relevant Governmental Authority to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Marks for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Amendment and Modification; Waiver. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

5. No Third-Party Beneficiary. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties and their respective permitted successors and assigns (pursuant to the Purchase Agreement), any rights or remedies under or by reason of this Assignment.

6. GOVERNING LAW. THIS ASSIGNMENT (AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT) SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

7. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

8. Consent to Jurisdiction. Each Party hereby irrevocably and unconditionally submits, for itself, to the exclusive jurisdiction of the state courts, and any Federal court of the United States of America, sitting in New York, New York, and any appellate court from any

Assignment of Trademarks

thereof, in any action or proceeding arising out of or relating to this Assignment, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such state or Federal Court sitting in New York, New York, and (d) waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 11.2 of the Purchase Agreement.

9. Counterparts. This Assignment may be executed in counterparts (including by PDF or other electronic means), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

10. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Assignment is held to be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

11. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement. In the event that any term or condition of this Assignment conflicts with any provision, term or condition of the Purchase Agreement, the provisions, terms and conditions of the Purchase Agreement shall prevail in all respects.

[Signature Page Follows]

Assignment of Trademarks

**TRADEMARK**  
**REEL: 005300 FRAME: 0479**

MEDIRA INC.

By: [Signature]  
Name: DAVID YOUNG  
Title: VP OPERATIONS & BUSINESS DEVELOPMENT

STATE OF New Jersey §  
COUNTY OF Monte §  
§

This instrument was acknowledged before me on 30 May, 2014, by David Young, as VP Operations & Business Development of Medira Inc. on behalf of such corporation.

[SEAL] Notary Public, State of New Jersey

[Signature]  
**HECTOR B SANTIAGO MEJIA**  
ID #2428400  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Jan. 02, 2018

MEDIRA INC.

By: [Signature]

Name:

ROBERT WANG

Title:

CFO & TREASURER

STATE OF

New Jersey

§

COUNTY OF

Hudson

§

§

This instrument was acknowledged before me on 30 May, 2014, by Robert Wang, as CFO & Treasurer of Medira Inc. on behalf of such cooperation.

[SEAL]

Notary Public, State of New Jersey

[Signature]  
**HECTOR B SANTIAGO MEJIA**  
ID #2428400  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Jan. 02, 2018

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the date first written above.

MEDICAL ACTION INDUSTRIES INC.

By: [Signature]  
Name: BRIAN BAKER  
Title: Chief Financial Officer

STATE OF New York  
COUNTY OF Suffolk

§  
§  
§

This instrument was acknowledged before me on May 29th, 2014, by Brian Baker, as Chief Financial Officer of Medical Action Industries, Inc. on behalf of such Corporation.

[SEAL]

Jui-Chen Huang  
JUI-CHEN HUANG  
Notary Public, State of New York  
No. 01HUG240488  
Qualified in Suffolk County  
Term Expires May 2, 2015

Notary Public, State of New York



**EXHIBIT A**

**UNITED STATES TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
TOSS-A-WAY	1,193,420	April 6, 1982
URI-CLIP	3,945,534	April 12, 2011

**CANADA TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
MELT-A-WAY (& DESIGN)	TMA154,281	November 24, 1967

Assignment of Trademarks

HO:30241.2