

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acacia, Inc.		05/16/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Medela Holding AG		
Street Address:	Lattichstrasse 4b		
City:	Baar		
State/Country:	SWITZERLAND		
Postal Code:	6340		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3797178	ACACIA	
Registration Number:	4211008	ACACIA	
Registration Number:	4511045	NUTRIO ENTERAL FEEDING SYSTEM	
Registration Number:	4388957	SIMPLEFEED	
Registration Number:	4380875	GRAVIFEED	
Serial Number:	86008750	NUTRIO GUARDIAN WARMER	
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9498551246		
Email:	jweissberger@stetinalaw.com		
Correspondent Name:	KIT M. STETINA, ESQ.		
Address Line 1:	75 ENTERPRISE, SUITE 250		
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	MDELA-000		
NAME OF SUBMITTER:	Kit M. Stetina		
SIGNATURE:	/kit m. stetina/		
DATE SIGNED:	07/11/2014		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 16th day of May, 2014 by Acacia, Inc., a California corporation ("Assignor") in favor of Medela Holding AG, a Swiss company ("Assignee").

WHEREAS, Assignor and Medela, Inc., a Delaware corporation ("Purchaser"), have entered into that certain Asset Purchase Agreement dated as of April 17, 2014 (the "APA"), pursuant to which Assignor has agreed, among other things, to sell, convey, transfer and assign, or cause to be sold, conveyed, transferred and assigned, to Purchaser or a Purchaser Designated Affiliate (as defined in the APA) all right, title, and interest of the Assignor in and to certain intellectual property including, but not limited to, (i) the trademark and trademark applications listed on Exhibit A, including all goodwill associated therewith; (ii) all rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing; (iii) all rights of priority under national laws and international conventions with respect to any of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, including without limitation unpaid damages and payments for past, present, and future infringement; (v) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for infringement, misappropriation, or dilution with respect to any of the foregoing; and (vi) and all other rights and privileges corresponding thereto (collectively, the "Assigned Trademarks");

WHEREAS, Assignee is the Purchaser Designated Affiliate of Medela, Inc. with respect to the Assigned Trademarks; and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Assigned Trademarks and Assignee desires to acquire all of Assignor's rights, titles and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, any and all of Assignor's right, title and interest, whether legal or beneficial, in and to the Assigned Trademarks, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by such Assignor, had this assignment not been made.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment or caused this Trademark Assignment to be executed and delivered by their respective officers thereunto duly authorized, as applicable, as of the date first written above.

ASSIGNOR

ACACIA, INC.

By: Dan Hyun
Name: DAN HYUN
Title: PRESIDENT

ASSIGNEE

MEDELA HOLDING AG

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment or caused this Trademark Assignment to be executed and delivered by their respective officers thereunto duly authorized, as applicable, as of the date first written above.


ASSIGNOR

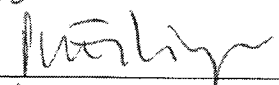
ACACIA, INC.

By: _____
Name:
Title:

ASSIGNEE


MEDELA HOLDING AG

By: 
Name: Renate Schweizer
Title: CEO

By: 
Name: Philippe Ehinger
Title: CFO

[Signature Page to Trademark Assignment]

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS						
Description	Country	Class	Filing Date	Serial No.	Reg. Date	Reg. No.
ACACIA (WORDMARK)	U.S.	010	03/30/2009	77/701,978	06/01/2010	3,797,178
 Acacia	U.S.	010	05/18/2011	85/324,200	09/18/2012	4,211,008
NUTRIO ENTERAL FEEDING SYSTEM (WORDMARK)	U.S.	010	11/23/2010	85/183,297	04/08/2014	4,511,045
SIMPLEFEED (WORDMARK)	U.S.	010	03/06/2012	85/561,945	08/20/2013	4,388,951
GRAVIFEED (WORDMARK)	U.S.	010	03/06/2012	85/562,013	08/06/2013	4,380,875
NUTRIO GUARDIAN WARMER (WORDMARK)	U.S.	010	07/12/2013	86/088,750	---	---