

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320642

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PROMEX TECHNOLOGIES, LLC | | 09/09/2014 | LIMITED LIABILITY COMPANY: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | KOHALA, INC. | | |
| Street Address: | 3049 Hudson Street | | |
| City: | FRANKLIN | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46131 | | |
| Entity Type: | CORPORATION: INDIANA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4255075 | VOLA | |
| Registration Number: | 4324174 | DEX | |
| Registration Number: | 4324176 | DEX 360 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3176382139 | | |
| <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> | | | |
| Email: | docketing@maginot.com | | |
| Correspondent Name: | MAGINOT, MOORE & BECK, LLP | | |
| Address Line 1: | ONE INDIANA SQUARE | | |
| Address Line 2: | SUITE 2200 | | |
| Address Line 4: | INDIANAPOLIS, INDIANA 46204 | | |
| NAME OF SUBMITTER: | Michael D. beck | | |
| SIGNATURE: | /Michael D. Beck/ | | |
| DATE SIGNED: | 10/21/2014 | | |
| Total Attachments: 4 | | | |
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| source=promex_kohala_assignment#page2.tif | | | |
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| source=promex_kohala_assignment#page4.tif | | | |

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TRADEMARK

**PROMEX - KOHALA
DISTRIBUTION AND ASSUMPTION AGREEMENT**

THIS PROMEX – KOHALA DISTRIBUTION AND ASSUMPTION AGREEMENT (this “**Agreement**”), is entered into and effective as of this 9th day of September, 2014, by and between PROMEX TECHNOLOGIES, LLC, an Indiana limited liability company (“**Assignor**”), and KOHALA, INC., an Indiana corporation (“**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, in connection with the transactions contemplated by that certain Membership Interest Purchase Agreement, dated of even date herewith, by and among Argon Medical Devices, Inc., Kohala, Inc. and the stockholders of Kohala, Inc. party thereto (the “**Purchase Agreement**”), Assignor wishes to transfer, convey and assign to Assignee certain assets and specified obligations and/or liabilities of Assignor, and Assignee wishes to accept and assume the same, subject to the terms and conditions of this Agreement.

AGREEMENT

IN CONSIDERATION OF THE PREMISES, and the agreements made in this Agreement, the parties agree as follows:

Article 1. ASSIGNMENT AND ASSUMPTION

1.1 **Assignment.** Assignor hereby conveys, transfers and assigns to Assignee all of Assignor’s rights, title and interest in and to all assets and liabilities set forth on Exhibit A attached hereto and incorporated herein by reference (the “**Assigned Assets**” and “**Assigned Liabilities**,” respectively), together with all goodwill associated therewith.

1.2 **Assumption.** Assignee hereby accepts all of Assignor’s rights, title and interest in and to the Assigned Assets, and Assignee hereby assumes, agrees to be liable for, and agrees to timely pay, perform, and discharge, all of the Assumed Liabilities. Assignee hereby agrees that the assumption of the Assumed Liabilities shall be absolute, and therefore, Assignor is released from all continuing obligations with respect to the Assumed Liabilities after the date hereof.

Article 2. MISCELLANEOUS

REDACTED

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement to be effective as of the date set forth above.

“Assignor”

PROMEX TECHNOLOGIES, LLC

By: Deborah R Beck
Deborah R. Beck, President

“Assignee”

KOHALA, INC.

By: Deborah R Beck
Deborah R. Beck, President

Exhibit A

Assigned Assets and Liabilities

Assigned Assets:

REDACTED

3. Promex Owned Patents

| <u>Patent/ App. No.</u> | <u>Title</u> | <u>Filing Date</u> | <u>Owner</u> |
|---------------------------------------|--|--------------------|--------------|
| Pub. No. 2011-0208089 (12/970,761) | Full Core Biopsy Device | 12/16/2010 | Promex |
| Pub. No. 2012-0010527 (13/190,808) | Full Core Biopsy Device | 7/26/2011 | Promex |
| Pub. No. 2013-0053725 (13/614,078) | Full Core Biopsy Device | 9/13/2012 | Promex |
| Pub. No. 2014-0213932 | Full Core Biopsy Device | 3/28/2013 | Promex |
| EP 2598040 | Full Core Biopsy Device | 2/9/2013 | Promex |
| JP 2013-532557 | Full Core Biopsy Device | 1/25/2013 | Promex |
| Pending | Scoop Canula for a Coring Biopsy Device | 10/11/2013 | Promex |
| Provisional Appln. | Biopsy Training Phantom | 10/28/2013 | Promex |
| Provisional Appln. | Needle Guide for Percutaneous Lung Biopsy | 2/18/2014 | Promex |
| Provisional Appln. | Devices & Methods for Transvenous Access to the Liver | 9/4/2014 | Promex |
| Provisional Appln. | Improvements for a Full Core Biopsy Device | 9/4/2014 | Promex |
| Provisional Appln. | Improvements for a Full Core Biopsy Device | 9/5/2014 | Promex |

REDACTED

REDACTED

5. Trademarks

| <u>Mark</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Renewal Date</u> | <u>Owner</u> |
|-------------|--------------------|-----------------|------------------|---------------------------|--------------|
| VOLA | 10/13/2011 | 4255075 | 12/4/2012 | 12/4/2018 (Section 8/15) | Newco |
| DEX | 08/31/2012 | 4324174 | 04/23/2013 | 04/23/2019 (Section 8/15) | Newco |
| DEX 360 | 08/31/2012 | 4324176 | 04/23/2013 | 04/23/2019 (Section 8/15) | Newco |

REDACTED