

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vizio Medical Devices, LLC		09/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vizio, Inc.		
Street Address:	39 Tesla		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85186778	VIZIO	
Serial Number:	85186780	VIZIO CARDIO	
Serial Number:	85186781	VIZIO RENAL	
CORRESPONDENCE DATA			
Fax Number:	8015366111		
<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:	8015321234		
Email:	trademarks@parsonsbehle.com		
Correspondent Name:	Margaret Niver McGann		
Address Line 1:	201 South Main Street, Suite 1800		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	20020.		
NAME OF SUBMITTER:	Margaret Niver McGann		
SIGNATURE:	/Margaret Niver McGann/		
DATE SIGNED:	10/22/2014		
Total Attachments: 4			
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Exhibit A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), is made by VIZIO Medical Devices, LLC ("**VMD**"), a Delaware limited liability company, located at 29 Clive Hills Rd, Short Hills, NJ 07078, in favor of VIZIO, Inc. ("**VIZIO**"), a California corporation, located and doing business at 39 Tesla, Irvine, CA 92618, the purchaser of certain assets of VMD pursuant to a the Confidential Settlement Agreement and Mutual Release between VIZIO and VMD, dated as of [DATE] (the "**Settlement Agreement**").

WHEREAS, under the terms of the Settlement Agreement, VMD has conveyed, transferred and assigned to VIZIO, among other assets, certain intellectual property of VMD, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, VMD agrees as follows:

1. Assignment. In consideration for the execution of the Settlement Agreement, the payment of the consideration stipulated in the Settlement Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, VMD hereby irrevocably conveys, transfers and assigns to VIZIO all of VMD's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of VMD accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. VMD authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by VIZIO. VMD shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to VIZIO, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The terms of the Settlement Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

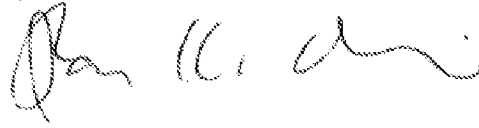
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, VMD has duly executed and delivered this Trademark Assignment as of this 17th day of September, 2014.

By:



Name: Ilan Reich

Title: Chairman and CEO

Address for Notices:

29 Clive Hills Rd.

Short Hills, NJ 07078

AGREED TO AND ACCEPTED:

By: _____

Name:

Title:

Address for Notices:

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Goods/Services	IC
VIZIO	85/186,778	Ambulatory devices, namely, medical instruments for the removal of excess fluids; home devices for nocturnal removal of excess fluids, namely, medical instruments for the removal of excess bodily fluids; clinic-based, ambulatory, emergency care and nocturnal medical devices for removing toxins, namely, medical instruments for the removal of toxins from the bloodstream.	010
VIZIO CARDIO	85/186,780	Ambulatory devices, namely, medical instruments for the removal of excess fluids; home devices for nocturnal removal of excess fluids, namely, medical instruments for the removal of excess bodily fluids; clinic-based, ambulatory, emergency care and nocturnal medical devices for removing toxins, namely, medical instruments for the removal of toxins from the bloodstream.	010
VIZIO RENAL	85/186,781	Ambulatory devices, namely, medical instruments for the removal of excess fluids; home devices for nocturnal removal of excess fluids, namely, medical instruments for the removal of excess bodily fluids; clinic-based, ambulatory, emergency care and nocturnal medical devices for removing toxins, namely, medical instruments for the removal of toxins from the bloodstream.	010