

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endo Optiks, Inc.		08/29/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Beaver-Visitec International, Inc.		
Street Address:	411 Waverley Oaks Road		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02452		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1783346	ENDO OPTIKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026599076		
Email:	docketing@roylance.com, storgovitsky@roylance.com		
Correspondent Name:	STAN TORGOVITSKY, RABG, LLP		
Address Line 1:	1300 19TH STREET		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	61848		
NAME OF SUBMITTER:	Stan Torgovitsky		
SIGNATURE:	/Stan Torgovitsky/		
DATE SIGNED:	11/05/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is entered this 29th day of August, 2014, by and between Endo Optiks, Inc., having a principal place of business at 39 Sycamore Avenue, Little Silver, New Jersey 07739 ("Assignor"), and Beaver-Visitec International, Inc., having a principal place of business at 411 Waverley Oaks Road, Waltham, Massachusetts 02452 ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B and C (the "Assigned IP");

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase substantially all of the assets used or held for use by Assignor in the conduct of its business as a going concern, and Assignor has agreed to cause the same to be assigned, sold and transferred to Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition with the United States Patent and Trademark Office and any equivalent entity in any other jurisdiction.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to: (i) the trademarks and trademark applications set forth in the attached Schedule A, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of such trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to: (i) the patents and patent applications set forth in the attached Schedule B; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from

divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of such patents; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

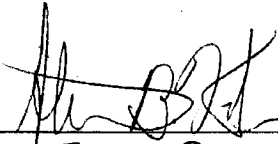
3. Assignment of Copyrights. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to: (i) copyrights and copyright registrations set forth in the attached Schedule C; (ii) all extensions or renewals thereof, in each case whether published or unpublished; (iii) all licenses for the use of such copyrights; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States in respect to trademark, patent and copyright issues, and (ii) the laws of the State of Delaware (without giving effect to the conflict of laws rules thereof) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

ENDO OPTIKS, INC.

By: 
Name: STEVEN B. KOHN
Title: PRESIDENT

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005394 FRAME: 0727

ASSIGNEE:

BEAVER-VISITEC INTERNATIONAL,
INC.

By: 
Name: Harlan Harris
Title: Chief Financial Officer

Schedule A

Trademarks

REGISTERED TRADEMARK

Serial Number: 74247871

Registration Number: 1783346

Registration Date: Jul 20, 1993

Mark: ENDO OPTIKS

Owner: Endo Optiks, Inc.

Schedule B**Patents****ISSUED PATENTS**

TITLE	COUNTRY	REFERENCE	# FILED	SERIAL#	STATUS	ISSUED	PATENT#
LASER VIDEO ENDOSCOPE	AUSTRALIA	27861-003-AU2 URAM P-16-AU2	4/29/2011	2014100607	ISSUED	4/29/2011	2014100607
AUTOCLAVABLE ENDOSCOPE	UNITED STATES	27861.001 URAM-P-14	7/27/2004	10/901,252	ISSUED	2/14/2006	6,997,868
MYRINGOTOMY PROCEDURE AND INSTRUMENT	UNITED STATES	URAM-P-11	5/2/1996	08/640,542	ISSUED	4/13/1999	5,893,828
LASER VIDEO ENDOSCOPE	GERMANY	27861-003-EP/DE URAM P-16 EP/DE	6/11/2014		ISSUED	7/11/2014	20 2011 110 537

PENDING PATENTS

TITLE	COUNTRY	REFERENCE	# FILED	SERIAL#	STATUS
LASER VIDEO ENDOSCOPE	AUSTRALIA	27861-003-AU URAM P-16-AU	4/29/2011	2011253364	PENDING
LASER VIDEO ENDOSCOPE	AUSTRALIA	27861-007-AU URAM P-18-AU	4/6/2012	2012243128	PENDING
LASER VIDEO ENDOSCOPE	BRAZIL	27861-007-BR URAM P-18-BR	4/6/2012	PCT/US2012 /032483	PENDING
LASER VIDEO ENDOSCOPE	CANADA	27861-003-CA URAM P-16-CA	4/29/2011	2832209	PENDING
LASER VIDEO ENDOSCOPE	CANADA	27861-007-CA URAM P-18-CA	4/6/2012	2832282	PENDING
LASER VIDEO ENDOSCOPE	CHINA	27861-003-CN URAM P-16-CN	4/29/2011	2.0118E+11	PUBLISHED
LASER VIDEO ENDOSCOPE	CHINA	27861-007-CN URAM P-18 CN	4/6/2012	2.0128E+11	PUBLISHED
LASER VIDEO ENDOSCOPE	EURASIA	27861-007-EA URAM P-18-EA	4/6/2012	201301157	PENDING
LASER VIDEO ENDOSCOPE	EUROPEAN PATENT CONVENT	27861-003-EP URAM P-16-EP	4/29/2011	11781025.9	PUBLISHED
LASER VIDEO ENDOSCOPE	EUROPEAN PATENT CONVENT	27861-007-EP URAM P-18-PCT	4/6/2012	12771812	PUBLISHED
LASER VIDEO ENDOSCOPE	HONG KONG	27861-003-HK URAM P-16-HK	4/29/2011	13103251.3	PENDING
LASER VIDEO ENDOSCOPE	HONG KONG	27861-007-HK URAM P-18-HK	4/06/2012	14102330.9	PUBLISHED
LASER VIDEO ENDOSCOPE	INDIA	27861-007-IN URAM P-18-IN	04/06/2012	1878/MUMN P/2013	PENDING
LASER VIDEO ENDOSCOPE	JAPAN	27861-007-JP URAM P-18-JP	04/06/2012	2014-505194	PENDING

LASER VIDEO ENDOSCOPE	RUSSIA	27861-003-RU URAM P-16-CIP-RU	04/29/2011	2013154491	PENDING
LASER VIDEO ENDOSCOPE	RUSSIA	27861-003-RU-DIV	05/08/2014	2014119407	PENDING
LASER VIDEO ENDOSCOPE	SOUTH KOREA	27861-007-KR URAM P-18-KR	04/06/2012	10-2013- 7029841	PENDING
LASER VIDEO ENDOSCOPE	UNITED STATES	27861-003-CIP URAM P-16-CIP	12/08/2011	13/314,371	PUBLISHED
LASER VIDEO ENDOSCOPE	UNITED STATES	27861-005 URAM-P-18	04/12/2011	13/084,789	PUBLISHED

Schedule C

Copyrights

None.