TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM324666

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Molnlycke Healthcare AB		11/28/2014	JOINT STOCK COMPANY: SWEDEN

RECEIVING PARTY DATA

Name:	Young Microbrush, LLC	
Street Address:	Corporation Trust Center, 1209 Orange Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1394607	DRYTIPS

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128622000

rob.soneson@kirkland.com Email:

Correspondent Name: Rob Soneson Address Line 1: 300 N LaSalle Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	15532-3-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	12/01/2014

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and entered into as of November 28, 2014, by and between Mölnlycke Healthcare AB ("<u>Assignor</u>") and Young Microbrush, LLC ("<u>Assignee</u>"). Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of November 28, 2014, (as amended, the "<u>Purchase Agreement</u>"), providing, subject to the terms and conditions set forth therein, for the sale, conveyance, assignment, transfer and delivery by Assignor to Assignee of all Transferred Intellectual Property;

WHEREAS, the Transferred Intellectual Property includes all Trademarks owned, licensed or leased by Assignor which are used in, related to, or otherwise associated with the Business, including the Trademarks identified on the attached <u>Schedule A</u> (collectively, the "<u>Assigned Trademarks</u>"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and accept all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all worldwide right, title and interest in and to the Assigned Trademarks (together with all goodwill symbolized thereby) and all (i) rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation or conflict with such Assigned Trademarks; and (ii) royalties, fees, income and other payments and proceeds due or accrued as of the date hereof and thereafter under or arising from such Assigned Trademarks.
- 2. <u>Further Assurances</u>. Assignor agrees that from time to time, at the reasonable request of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the Assigned Trademarks in any jurisdiction throughout the world and the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor shall cooperate therewith, at the Assignee's expense. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its Affiliates, all rights necessary to record this Assignment or such documentation with the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world.

3. General.

- (a) Entire Agreement; Conflicting Provisions. This Assignment, together with the Purchase Agreement, and all of the exhibits and schedules appended hereto and thereto, constitute the final, complete and exclusive statement of the parties' agreement on the matters contained herein and therein. In the event of a conflict between any specific provision of this Assignment and the provisions of the Purchase Agreement with respect to the subject matter hereof, the provisions of the Purchase Agreement will control.
- (b) <u>Successors</u>. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assign
- (c) <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Facsimile or other electronic execution and delivery of this Assignment by any of the parties shall be legal, valid and binding execution and delivery of such document for all purposes.
- (d) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the substantive internal laws of the State of Delaware, without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment on the Execution Date.

	Mölnlycke Health Care AB ("Assignor")
	By: Name: Robert M. Bennison Executive Vice President and General Counsel
	Title:
STATE OF COUNTY OF	
on the basis of satisfactory evidence) to be within instrument and acknowledged to m	the undersigned notary), personally known to me for proved to me the person(s) whose name(s) is/are subscribed to the that he/she/they executed the same in his/her/their tr/their signature(s) on the instrument the person(s), or s) acted, executed the instrument.
WITNESS my hand and official seal.	[seal]

Acknowledged and Agreed:

Young Microbrush, LLC ("Assignee")

By:

Name: David Sproat

Title: President

SCHEDULE A

Assigned Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date
DRYTIPS	U.S.	1394607	5/27/1986
DRYTIPS	Canada	TMA316308	7/18/1986
DRYTIPS	Benelux	R 380171	1/11/1982
DRYTIPS	Norway	120460	2/28/1985
DRYTIPS	Sweden	183214	
			9/17/1982
DRYTIPS	European Community Trademark	2542835	6/10/2003
DRYTIPS	Japan	1867849	6/27/1986
DRYTIPS	Australia	402267	
			1/13/1984

RECORDED: 12/01/2014