

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341642

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| MedSkin Solutions Dr.<br>Suwelack AG  |  | 04/15/2015            | AG: GERMANY        |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | BSN medical GMBH                                   |                       |                    |
| <b>Street Address:</b>  | Quickbornstrasse 24                                |                       |                    |
| <b>City:</b>  | Hamburg  |                       |                    |
| <b>State/Country:</b>   | GERMANY  |                       |                    |
| <b>Postal Code:</b>   | 20253  |                       |                    |
| <b>Entity Type:</b>   | GMBH: GERMANY                                      |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 86438019   | EPIONA                |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 7043321197   |                       |                    |
| <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> |  |                       |                    |
| <b>Phone:</b>   | 704-945-2903                                       |                       |                    |
| <b>Email:</b>   | tm@slk-law.com                                     |                       |                    |
| <b>Correspondent Name:</b>  | Kathryn A. Gromlovits                              |                       |                    |
| <b>Address Line 1:</b>  | 128 South Tryon Street                             |                       |                    |
| <b>Address Line 2:</b>  | Suite 1800   |                       |                    |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202                    |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Kathryn A. Gromlovits                              |                       |                    |
| <b>SIGNATURE:</b>   | /kag/  |                       |                    |
| <b>DATE SIGNED:</b>   | 05/18/2015   |                       |                    |
| <b>Total Attachments: 3</b>   |  |                       |                    |
| source=TRADEMARK PURCHASE AGREEMENT#page1.tif   |  |                       |                    |
| source=TRADEMARK PURCHASE AGREEMENT#page2.tif   |  |                       |                    |
| source=TRADEMARK PURCHASE AGREEMENT#page3.tif   |  |                       |                    |

CH \$40.00 86438019

## Trademark Purchase Agreement

This Trademark Purchase Agreement (this "Agreement"), dated April 14<sup>th</sup>, 2015 ("Effective Date") is entered into by and between MedSkin Solutions Dr. Suwelack AG, Josef-Suwelack-Stralle, 48727 Billerbeck ("MDS") and BSN medical GmbH, Quickbornstrasse 24, 20253 Hamburg ("BSN").

The Parties agree as follows:

### 1. Preamble.

Furthermore, MDS is the owner of all right, title and interest in and to the trademark "Eplona" and the goodwill appertaining thereto. BSN wishes to purchase the trademark "Eplona" for its business activities regarding the wound dressings it acquires from MDS. BSN is aware that no professional search for identical or similar trademarks has been performed by MDS.

### 2. Trademarks.

(1) MDS is the owner of the word trademark "Eplona" registered in class 5 under the application number 3020140072254 with the German Patent and Trademark Office and of the word trademark "Eplona" filed in class 5 under the application number 86438019 with the United States Patent and Trademark Office (the "Trademarks").

### 3. Purchase and Assignment of Trademarks.

- (1) MDS hereby transfers and assigns all rights regarding the Trademarks, including the right to file the Trademarks in other countries and all priority rights to BSN. BSN agrees to the transfer and assignment. The transfer and assignment shall concern all goods and services.
- (2) In consideration of the transfer and assignment of the Trademarks, BSN agrees to pay MDS a lump sum of \_\_\_\_\_ payable upon the Effective Date of this agreement.
- (3) Beginning with the Effective Date, all costs in connection with the registration of the Trademarks will be borne by BSN. Furthermore, MDS shall not be liable for any use or registration by BSN of the Trademarks as of the Effective Date, and BSN agrees to indemnify

and hold harmless MDS from any third party claim related to use or registration by BSN of the Trademarks as of the Effective Date.

(4) In order to fulfill this agreement, MDS and BSN agree to work together to achieve a timely assignment of the Trademarks with the competent trademark agency. Both parties agree to fill out and sign the appropriate application forms promptly after the Effective Date. Should any action be required before the assignment has been properly effectuated, MDS will provide any assistance necessary for the prosecution of any of the Trademarks at BSN's costs.

#### 5. Miscellaneous.

(1) This Agreement shall be construed and enforced in accordance with the laws of Germany without regard to principles of conflict of laws that would cause the laws of any other jurisdiction to apply.

(2) Any action arising out of or relating to this Agreement shall be brought exclusively to the District Court in Münster.

(3) All notices, payments or consents required or allowed hereunder, shall be sent to the parties as provided herein, in writing,

(4) No modification, extension or waiver of or under this Agreement shall be valid unless made in writing and signed by both the MDS and the BSN. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

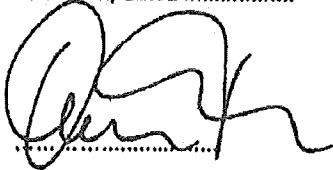
(5) In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(6) This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior written and oral negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

*CSK*      *R. G.*


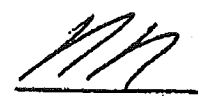
(7) The parties agree that the terms and conditions of this Agreement are and shall remain confidential and shall not disclose the same absent legal compulsion to do so. In the event that BSN is required to disclose any these terms and conditions under any law, regulation or court order, BSN shall promptly notify MDS in writing of such requirement prior to disclosure in order to afford MDS an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.

Billerback, dated <sup>14.4.15</sup> .....



Diana Ferro  
President & Chief Executive Officer  
MedSkin Solutions Dr. Suwelack AG

Hamburg, dated <sup>15<sup>th</sup> April 2015</sup> .....

   
.....  
Stephen C. Brown Erik Korte  
~~Dr. Guido Gellera~~ Procurist  
Managing Director  
~~Chief Executive Officer~~

BSN medical GmbH