

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368024

<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>
NuvoMed, Inc.		12/29/2015	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centurion Medical Products Corporation		
<b>Street Address:</b>	100 Centurion Way		
<b>City:</b>	Williamston		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48895		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4616044	DISIMPACTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3142419090		
<b>Email:</b>	kj@greensfelder.com		
<b>Correspondent Name:</b>	Karen M. Johnson		
<b>Address Line 1:</b>	10 S. Broadway, Suite 2000		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63102		
<b>NAME OF SUBMITTER:</b>	Karen M. Johnson		
<b>SIGNATURE:</b>	/Karen M. Johnson/		
<b>DATE SIGNED:</b>	01/06/2016		
<b>Total Attachments: 8</b>			
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**ASSIGNOR: NUVOMED, INC.**

**ASSIGNEE: CENTURION MEDICAL PRODUCTS CORPORATION**

**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Intellectual Property Assignment") dated as of December 29, 2015, is made by NuvoMed, Inc., an Arizona corporation, on behalf of itself, its affiliates and/or related entities, with an office located at 2300 East Roy Street Seattle, WA 98112 ("Assignor"), in favor of Centurion Medical Products Corporation, a Michigan corporation, with an office located at 100 Centurion Way, Williamston, MI 48895 ("Assignee"), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of even date herewith (the "Purchase Agreement").

**W I T N E S S E T H:**

**WHEREAS**, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE,**

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following technology, know-how and other intellectual property associated with and/or embodied in the medical device ("Purchased Medical Device") set forth on Schedule A to this Intellectual Property Assignment (collectively, the "Assigned Intellectual Property"):

(a) all the trade secrets, know-how, software inventions, methods, data, research, analyses, drawings, models, designs, concepts, ideas, discoveries, confidential and proprietary information, methods, and work-product conceived, created or developed, and all enhancements, alterations, or modifications thereto or derivations thereof, in any form or medium, whether or not eligible for or covered by patent, copyright, trademark or trade secret protection;

(b) any and all certifications, licenses, clearances, permits and registrations related to the Purchased Medical Device;

(c) all of the patents and patent applications (whether active, expired and/or abandoned) set forth on Schedule B to this Intellectual Property Assignment, all of their related families (including all counterpart patents and applications) and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, priority applications and divisions of such patents, and any patents or patent applications which correspond to or claim priority to any of the foregoing to the extent owned by Assignors or of its affiliates or related parties (the "Transferred Patents");

(d) all foreign patents, patent applications and counterparts related to any item in the foregoing clause (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and all other governmental grants or statutory invention registrations;

(e) all inventions, invention disclosures, and discoveries contained in the Purchased Medical Device and/or described in any of the Transferred Patents that (i) are included in any claim in the Transferred Patents, (ii) are subject matter capable of being reduced to a new patent claim, patent claim in a continuation, continuation-in-part, division, or registration claiming priority to, or in a reissue or reexamination proceeding brought on any of the Transferred Patents, or (iii) could have been included as a claim in any of the Transferred Patents;

(f) all of the trademarks, service marks, certification marks, logos, trade dress, trade names, brand names, corporate names, domain names, social media accounts, and other indicia of commercial source of origin (whether registered, common law, statutory or otherwise), including, without limitation those set forth on Schedule C to this Intellectual Property Assignment; all registrations and applications to register the foregoing, if any (including any intent-to use trademark applications), and all good will connected with the use thereof or symbolized thereby;

(g) all intellectual property rights embodied in or related to the Assigned Intellectual Property, including, without limitation, all the copyrights embodied therein including all exclusive rights and moral rights thereto, and any renewals and extensions thereof;

(h) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, trademarks, service marks, copyrights or other governmental grants or statutory invention registrations of any type related to any item in the foregoing clauses (a) through (f);

(i) 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

(j) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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, 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. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to Assignee or any successor thereto, so long as such steps and actions are in accord with the terms and provisions of the Purchase Agreement.

3. Terms of the Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Governing Law; Jurisdiction. This Intellectual Property 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 Intellectual Property 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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any legal suit, action or proceeding arising out of or relating to this Intellectual Property Assignment shall be instituted in the United States District Court for the Western District of Michigan or the courts of the State of Michigan, in each case, located in the city of Lansing and county of Ingham, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies (with originals to follow) bearing the signature of a Party shall constitute a valid and binding execution and delivery of the Agreement by such Party. Such electronic copies shall constitute legally enforceable original documents

It is hereby respectfully acknowledged that this Intellectual Property Assignment will be filed for recordation in the United States Patent and Trademark Office against the files of the Transferred Patents.

\* \* \* \*

**IN WITNESS WHEREOF**, Assignor has caused this Patent Assignment to be duly executed as of the day and year first above written.

**NUVOMED, INC., an Arizona corporation**

By: *Ashley S. Williams*

Name: *Ashley S. Williams*

Title: *President & CEO*

**AGREED TO AND ACCEPTED:**

**CENTURION MEDICAL PRODUCTS CORPORATION, a Michigan corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Assignor has caused this Patent Assignment to be duly executed as of the day and year first above written.

**NUVOMED, INC., an Arizona corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**CENTURION MEDICAL PRODUCTS CORPORATION, a Michigan corporation**

By: 

Name: John Thomas Bauer

Title: V.P.

**SCHEDULE A  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT  
BY AND BETWEEN  
NUVOMED, INC.  
AND  
CENTURION MEDICAL PRODUCTS CORPORATION**

**Purchased Medical Device**

The DisImpactor Fecal Impaction Removal Tool which is the subject of Patent Number 8,105,335 and Patent Application Number 14168464 filed with the United States Patent and Trademark Office (the "Patents"), and all other devices, accessories or components in existence as of the date hereof related to, associated with or derived from the DisImpactor Fecal Impaction Removal Tool and/or the Patents.



**SCHEDULE B  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT  
BY AND BETWEEN  
NUVOMED, INC.  
AND  
CENTURION MEDICAL PRODUCTS CORPORATION**

**U.S. Patents**

	<b><u>Title</u></b>	<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>
1.	Fecal Impaction Removal Tool	8,105,335	01/31/2012

**U.S. Patent Applications**

	<b><u>Title</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>
1.	Fecal Impaction Removal Tool	14/168,464	01/30/2014

**SCHEDULE C  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT  
BY AND BETWEEN  
NUVOMED, INC.  
AND  
CENTURION MEDICAL PRODUCTS CORPORATION**

**Registered Trademarks**

1. DISIMPACTOR  
Registration Number 4616044

**Domain Registrations**

1. [www.nuvomed.com](http://www.nuvomed.com)
2. [www.disimpactor.com](http://www.disimpactor.com)