

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiracur Inc.		11/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KCI Licensing, Inc.		
Street Address:	12930 IH-10 West		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249-2248		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4113066	BIOLOCK	
Registration Number:	4199890	CISNAP	
Registration Number:	3812067	S	
Registration Number:	4465141	SECURRING	
Registration Number:	3995021	SMART NEGATIVE PRESSURE	
Registration Number:	3812065	SNAP	
Registration Number:	4003768	SNAP	
Registration Number:	3812066	SPIRACUR	
CORRESPONDENCE DATA			
Fax Number:	2102268395		
<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:	210-554-5450		
Email:	ipdocket@dykema.com		
Correspondent Name:	Pamela B. Huff; Dykema Gossett PLLC		
Address Line 1:	112 Pecan Street, Suite 1800		
Address Line 4:	San Antonio, TEXAS 78205		
ATTORNEY DOCKET NUMBER:	709800.003693		
NAME OF SUBMITTER:	Pamela B. Huff		

CH \$215.00 4113066

SIGNATURE:	/pbhuff35901/
DATE SIGNED:	01/22/2016
Total Attachments: 11 source=SPIRACUR Assignment#page1.tif source=SPIRACUR Assignment#page2.tif source=SPIRACUR Assignment#page3.tif source=SPIRACUR Assignment#page4.tif source=SPIRACUR Assignment#page5.tif source=SPIRACUR Assignment#page6.tif source=SPIRACUR Assignment#page7.tif source=SPIRACUR Assignment#page8.tif source=SPIRACUR Assignment#page9.tif source=SPIRACUR Assignment#page10.tif source=SPIRACUR Assignment#page11.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of December 1, 2015, is by and between Spiracur Inc., a Delaware corporation (the "Assignor"), and KCI Licensing, Inc., a Delaware corporation (the "Assignee"), and is entered into pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of November 21, 2015 (the "Purchase Agreement"), by and between the Assignor and KCI USA, Inc., a Delaware corporation (the "Buyer"). Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, the Assignor is the owner of, or has registered or filed applications for, each of the trademarks shown on Exhibit A to this Assignment (collectively, the "Trademarks"); and

WHEREAS, the Buyer has assigned to the Assignee all of the Buyer's rights under the Purchase Agreement with respect to the Trademarks;

WHEREAS, by this Assignment, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to receive and assume from the Assignor, each of the Trademarks and all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, pursuant to the terms of, and in consummation of the transactions contemplated by, the Purchase Agreement;

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, the undersigned Assignor, by these presents, does hereby transfer and assign unto the Assignee and its successors and assigns to have and to hold forever, free and clear of all Encumbrances other than the Permitted Encumbrances, all of the Assignor's right, title and interest in, to and under the Trademarks, together with the business, or portion thereof, to which each such Trademark pertains and the goodwill of the business connected with and symbolized by each such Trademark, or to which the Trademarks pertain, as well as the entire right, title, and interest in, to and under any and all applications for and registrations of the Trademarks heretofore granted or applied for, as well as any and all common law rights in and to the Trademarks in the United States and in any state thereof and in any country throughout the world, all income, royalties, payments and the like now or hereafter due or payable with respect thereto in and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind with respect thereto (including rights to sue for and all remedies, damages and payments for past, present or future infringement or misappropriation or dilution of, and rights to license, sublicense, reissue, abandon and otherwise dedicate to the public, any or all of the Trademarks) (collectively, the "Trademark Rights").

Effectiveness. This Assignment will be effective as of 12:01 a.m., Central Time, on December 1, 2015.

Further Assurances. From time to time following the effective time of this Assignment, upon the request of the Assignee, the Assignor shall execute and deliver (or cause to be executed and delivered) to the Assignee such other documents and further instruments of assignment and

transfer, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to the Assignor, as may be reasonably necessary or desirable to make this Assignment fully effective, to record or memorialize the assignments set forth herein, in the United States or any state thereof or any country throughout the world, as applicable, to vest such right, title and interest in, to and under the Trademarks or the Trademark Rights in the Assignee or to maintain, preserve or enforce the rights of the Assignee in the Trademarks and the Trademark Rights. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any lawful and necessary document as stated above, the Assignor hereby irrevocably designates and appoints the Assignee, and its duly authorized officers and agents, as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf and stead, to execute and file any such lawful and necessary document and to do all other lawfully permitted acts necessary to vest ownership of the Trademarks and the Trademark Rights in the Assignee or effect the other purposes stated above with the same legal force and effect as if executed by the Assignor. Without limiting the generality of the foregoing, the Assignor does hereby expressly agree that the Assignee may singly, and without assistance or consent from the Assignor, undertake procedures to record the transfer of the Trademarks to the Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by the Assignor with respect to the Trademarks.

Recordation. The Assignor hereby requests the U.S. Commissioners of Patents and Trademarks and/or the applicable state or foreign authorities to record this Assignment as to the assigned Trademarks herein referred to.

Severability. It is understood that any finding of invalidity of any assignment of any Trademark or Trademark Rights effected by this Assignment shall not affect the assignment of any other assigned Trademark or Trademark Rights.

Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. Except for the Buyer and the parties to this Assignment and their respective successors and assigns, no Person is or will be entitled to bring any action to enforce any provision of this Assignment against either of the parties.

Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement and related documents. This Assignment may not be deemed to supersede, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement or any related document, and in the event of any conflict between this Assignment and the Purchase Agreement or any related document, the Purchase Agreement or any related document, as the case may be, will control.

Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.

Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

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IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Trademarks as of the date set forth above.

ASSIGNOR:

SPIRACUR INC., a Delaware corporation

By: Steve Van Driel
Name: Steve Van Driel
Title: CFO

ASSIGNEE:

KCI LICENSING, INC., a Delaware corporation

By: _____
Name:
Title:

Signature Page to Assignment of Trademarks

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Trademarks as of the date set forth above.

ASSIGNOR:

SPIRACUR INC., a Delaware corporation

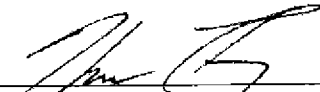
By: _____

Name:

Title:

ASSIGNEE:

KCI LICENSING, INC., a Delaware corporation

By:  _____

Name: TOM Casey

Title: President and Treasurer

Exhibit A

Trademark Registrations and Applications

{See attached trademark schedule}

Exhibit A to Assignment of Trademarks

Schedule 1.1(c)

Trademark Portfolio

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T223429.AU.01	483289-00010 Spiracur Inc.	BIOLOCK	Australia Registered	1441335 Aug 8, 2011	1441335 Nov 18, 2013
010: Medical devices, namely, additive used to solidify fluid sold as an integral component of wound treatment apparatus and instruments.					
T076806.IB-AU.01	483289-00003 Spiracur Inc.	SNAP	Australia Registered	1040130 May 28, 2010	1040130 May 28, 2010
10: Medical devices, namely, wound treatment apparatus and instruments, excluding cannulae, needles and syringes.					
T216332.BR.01	483289-00024 Spiracur Inc.	SNAP	Brazil Registered	830642595 Jun 17, 2010	830642595 Jul 28, 2015
010: Medical devices, namely, wound treatment apparatus and instruments; wound therapy system comprised of wound treatment apparatus, cartridges, wound dressings, valves, gauze, tubes and straps; accessory for wound treatment apparatus, namely strap used to secure apparatus to patient.					
T223431.CA.01	483289-00011 Spiracur Inc.	BIOLOCK	Canada Registered	1,539,364 Aug 11, 2011	879,675 Jun 9, 2014
010: Medical devices, namely, absorbent polymer additive used to solidify wound exude fluid sold as an integral component of wound treatment apparatus and instruments.					
T231378.CA.01	483289-00016 Spiracur Inc.	CISNAP	Canada Registered	1,562,232 Feb 1, 2012	895,481 Jan 30, 2015
005: Gauze; wound dressings.					
010: Medical devices, namely wound treatment apparatus utilizing negative pressure therapy to treat and heal wounds, medical instruments for wound treatment, and medical instruments and apparatus utilizing negative pressure therapy to treat and heal wounds for surgical and post surgical incision care; wound and surgical incision care and therapy systems comprised primarily of wound and incision care treatment apparatus utilizing negative pressure therapy to treat and heal wounds, wound dressings, valves, tubes, straps, fluid removal conduits, pressure delivery conduits, incision approximation supports and incision tension relief supports; accessory for wound treatment apparatus utilizing negative pressure therapy to treat and heal wounds, namely, strap and clip used to secure apparatus to patient.					
T216342.CA.01	483289-00026 Spiracur Inc.	SNAP	Canada Registered	1,525,658 Apr 29, 2011	TMA863,997 Oct 30, 2013
05: Wound dressings; gauze.					
10: Medical devices, namely, wound treatment apparatus and instruments utilizing negative pressure therapy to treat and heal wounds; wound therapy system comprised of wound treatment apparatus utilizing negative pressure therapy to treat and heal wounds; wound dressings, valves, tubes and straps with holsters; accessory for wound treatment apparatus utilizing negative pressure therapy to treat and heal wounds, namely, strap and holster used to secure apparatus to patient.					
T223433.EM.01	483289-00012 Spiracur Inc.	BIOLOCK	European Union Registered	010181964 Aug 8, 2011	010181964 Feb 5, 2014
10: Medical devices, namely, additive used to solidify fluid sold as an integral component of wound treatment apparatus and instruments.					
T222944.IB-EM.01	483289-00013 Spiracur Inc.	CISNAP	European Union Registered	1113041 Jan 25, 2012	1113041 Jan 25, 2012
05: Gauze; medical and wound dressings.					
10: Medical devices, namely wound treatment apparatus and instruments and surgical and post-surgical incision care apparatus and instruments; wound and surgical incision care and therapy systems comprised primarily of wound and incision care treatment apparatus, wound dressings, valves, tubes, straps, fluid removal conduits, pressure delivery conduits, incision approximation supports and incision tension relief supports; accessory for wound treatment apparatus, namely, strap and clip used to secure apparatus to patient.					

Schedule 1.1(c)

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T201484.EM.01	483289-00003 Spiracur Inc.	SNAP	European Union Registered	008689614 Nov 16, 2009	008689614 Nov 16, 2009

10: Medical devices, namely, wound treatment apparatus and instruments.

T216820.IB-EM.01	483289-00027 Spiracur Inc.	SNAP & Design	European Union Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010
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SNAP

05: Wound dressings.

10: Medical devices, namely, wound therapy system comprised of wound treatment apparatus, medical valves, medical tubes and medical straps with holsters specially designed for medical purposes; accessory for wound treatment apparatus, namely, medical strap and holster used to secure apparatus to patient.

T223714.IN.01	483289-00003 Spiracur Inc.	SNAP & Design	India Pending	2184424 Aug 2, 2011	
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SNAP

010: Medical devices, namely, wound treatment apparatus and instruments; wound therapy system comprised of wound treatment apparatus, wound dressings, valves, tubes and straps with holsters; accessory for wound treatment apparatus, namely, strap and holster used to secure apparatus to patient.

T222944.IB.01	483289-00013 Spiracur Inc.	CISNAP	International Bureau (WIPO) Registered	1113041 Jan 25, 2012	1113041 Jan 25, 2012
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10: Medical devices, namely wound treatment apparatus and instruments and surgical and post-surgical incision care apparatus and instruments; wound and surgical incision care and therapy systems comprised primarily of wound and incision care treatment apparatus, wound dressings, valves, tubes, straps, fluid removal conduits, pressure delivery conduits, incision approximation supports and incision tension relief supports; accessory for wound treatment apparatus, namely, strap and clip used to secure apparatus to patient.

T076806.IB.01	483289-00003 Spiracur Inc.	SNAP	International Bureau (WIPO) Registered	1040130 May 28, 2010	1040130 May 28, 2010
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10: Medical devices, namely, wound treatment apparatus and instruments.

T216820.IB.01	483289-00027 Spiracur Inc.	SNAP & Design	International Bureau (WIPO) Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010
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SNAP

05: Wound dressings.

10: Medical devices, namely, wound treatment apparatus and instruments; wound therapy system comprised of wound treatment apparatus, medical valves, medical tubes and medical straps with holsters specially adapted for medical purposes; accessory for wound treatment apparatus, namely, strap and holster used to secure apparatus to patient.

Schedule 1.1(c)

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T231377.JP.01	483289-00003 Spiracur Inc.	CISNAP	Japan Registered	2012-006373 Feb 1, 2012	5499867 Jun 8, 2012
05:	Gauze; medical and wound dressings.				
10:	Medical devices, namely, wound treatment apparatus and instruments and surgical and post-surgical incision care apparatus and instruments; wound and surgical incision care and therapy machines and apparatus comprised primarily of wound and incision care treatment apparatus, wound dressings, valves, tubes, straps, fluid removal conduits, pressure delivery conduits, incision approximation supports and incision tension relief supports; accessory for wound treatment apparatus, namely, strap and clip used to secure apparatus to patient.				
T238537.JP.01	483289-00032 Spiracur Inc.	SecurRing	Japan Registered	2013-024883 Apr 4, 2013	5607787 Aug 16, 2013
05:	Adhesive pads and rings for use with wound dressings to seal and protect wounds from moisture; hydrocolloid pads and rings for use with wound dressings to seal and protect wounds from moisture; biodegradable adhesive pads and rings for use with wound dressings to seal and protect wounds from moisture; moisture absorbing, adhesive polymer pads and rings for use with wound dressings that promote wound healing; moisture absorbing, adhesive polymer pads and rings for use with wound dressings to seal and protect wounds from moisture; conformable adhesive pads and rings for use with wound dressings to seal and protect wounds from moisture; adhesive plasters; bandages for dressings.				
T201483.JP.01	483289-00003 Spiracur Inc.	SNAP	Japan Registered	2009-087257 Nov 17, 2009	5340641 Jul 23, 2010
10:	Medical devices, namely, wound treatment apparatus and instruments.				
T216333.MX.01	483289-00025 Spiracur Inc.	SNAP	Mexico Registered	1093030 May 31, 2010	1400593 Sep 27, 2013
10:	Medical devices; wound treatment apparatus and instruments.				
T076806.IB-NO.01	483289-00003 Spiracur Inc.	SNAP	Norway Registered	1040130 May 28, 2010	1040130 May 28, 2010
10:	Medical devices, namely, wound treatment apparatus and instruments.				
T216820.IB-NO.01	483289-00027 Spiracur Inc.	SNAP & Design	Norway Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010
		SNAP			
10:	Medical devices, namely, wound treatment apparatus and instruments, wound therapy system comprised of wound treatment apparatus, medical valves, medical tubes and medical straps with holsters specially adapted for medical purposes; accessory for wound treatment apparatus, namely, strap and holster used to secure apparatus to patient.				
T216820.IB-RU.01	483289-00027 Spiracur Inc.	SNAP & Design	Russian Federation Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010
		SNAP			
05:	Wound dressings.				
T076806.IB-SG.01	483289-00003 Spiracur Inc.	SNAP	Singapore Registered	1040130 May 28, 2010	1040130 May 28, 2010
10:	Medical devices, namely, wound treatment apparatus and instruments.				

Schedule 1.1(c)

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T216820.IB-SG.01	483289-00027 Spiracur Inc.	SNAP & Design	Singapore Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010

SNAP

05: Wound dressings.

10: Medical devices, namely, wound therapy system comprised of wound treatment apparatus, medical valves, medical tubes and medical straps with holsters specially designed for medical purposes; accessory for wound treatment apparatus, namely, medical strap and holster used to secure apparatus to patient.

T076806.IB-CH.01	483289-00003 Spiracur Inc.	SNAP	Switzerland Registered	1040130 May 28, 2010	1040130 May 28, 2010
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10: Medical devices, namely, wound treatment apparatus and instruments.

T216820.IB-CH.01	483289-00027 Spiracur Inc.	SNAP & Design	Switzerland Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010
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SNAP

05: Wound dressings.

10: Medical devices, namely, wound therapy system comprised of wound treatment apparatus, medical valves, medical tubes and medical straps with holsters specially designed for medical purposes; accessory for wound treatment apparatus, namely, medical strap and holster used to secure apparatus to patient.

T076806.IB-TR.01	483289-00003 Spiracur Inc.	SNAP	Turkey Registered	1040130 May 28, 2010	1040130 May 28, 2010
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10: Medical devices, namely, wound treatment apparatus and instruments.

T216820.IB-TR.01	483289-00027 Spiracur Inc.	SNAP & Design	Turkey Registered	1074113 Dec 9, 2010	1074113 Dec 9, 2010
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SNAP

05: Wound dressings.

10: Medical devices, namely, wound therapy system comprised of wound treatment apparatus, medical valves, medical tubes and medical straps with holsters specially designed for medical purposes; accessory for wound treatment apparatus, namely, medical strap and holster used to secure apparatus to patient.

T221838.US.01	483289-00003 Spiracur Inc.	BIOLOCK	United States of America Registered	85/285,694 Apr 4, 2011	4113066 Mar 13, 2012
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10: Medical devices, namely, additive used to solidify fluid sold as an integral component of wound treatment apparatus and instruments.

T222944.US.01	483289-00014 Spiracur Inc.	CISNAP	United States of America Registered	85/389,024 Aug 3, 2011	4199890 Aug 28, 2012
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10: Medical devices, namely wound treatment apparatus and instruments and surgical and post-surgical incision care apparatus and instruments; wound and surgical incision care and therapy systems comprised primarily of wound and incision care treatment apparatus, wound dressings, valves, tubes, straps, fluid removal conduits, pressure delivery conduits, incision approximation supports and incision tension relief supports; accessory for wound treatment apparatus, namely, strap and clip used to secure apparatus to patient.

Schedule 1.1(c)

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T076809.US.01	483289-00003 Spiracur Inc.	Miscellaneous Design (Spiracur Logo)	United States of America Registered	77/779,878 Jul 13, 2009	3812067 Jun 29, 2010



10: Medical devices, namely, wound treatment apparatus and instruments.

T238538.US.01	483289-00033 Spiracur Inc.	SECURRING (Stylized - Initial Caps)	United States of America Registered	85/898,980 Apr 9, 2013	4465141 Jan 14, 2014
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SecurRing

05: Adhesive pads for use with wound dressings to seal and protect wounds from moisture; hydrocolloid pads for use with wound dressings to seal and protect wounds from moisture; biodegradable adhesive pads for use with wound dressings to seal and protect wounds from moisture; moisture absorbing, adhesive polymer pads for use with wound dressings that promote wound healing; moisture absorbing, adhesive polymer pads for use with wound dressings to seal and protect wounds from moisture; conformable adhesive pads for use with wound dressings to seal and protect wounds from moisture.

T216546.US.01	483289-00003 Spiracur Inc.	SMART NEGATIVE PRESSURE	United States of America Registered	85/050,611 May 28, 2010	3995021 Jul 12, 2011
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10: Medical devices, namely, wound treatment apparatus and instruments; wound therapy system comprised of wound treatment apparatus, cartridges, wound dressings, valves, gauze, tubes and straps; accessory for wound treatment apparatus, namely, strap used to secure apparatus to patient.

T076806.US.01	483289-00003 Spiracur Inc.	SNAP	United States of America Registered	77/779,855 Jul 13, 2009	3812065 Jun 29, 2010
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10: Medical devices, namely, wound treatment apparatus and instruments.

T216820.US.01	483289-00027 Spiracur Inc.	SNAP & Design	United States of America Registered	85/079,749 Jul 7, 2010	4003768 Jul 26, 2011
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SNAP

10: Medical devices, namely, wound treatment apparatus and instruments; wound therapy system comprised of wound treatment apparatus, wound dressings, valves, tubes and straps with holsters; accessory for wound treatment apparatus, namely, strap and holster used to secure apparatus to patient.

T076807.US.01	483289-00003 Spiracur Inc.	SPIRACUR	United States of America Registered	77/779,869 Jul 13, 2009	3812066 Jun 29, 2010
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10: Medical devices, namely, wound treatment apparatus and instruments.