

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRACCO DIAGNOSTICS, INC.		12/16/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	UNITED STATES ENDOSCOPY GROUP, INC.		
Street Address:	5976 Heisley Road		
City:	MENTOR		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4161685	CO2MPACT ENDOSCOPIC INSUFFLATOR	
CORRESPONDENCE DATA			
Fax Number:	4406841095		
<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:	440-684-1090		
Email:	MKUSNER@KUSNERJAFFE.COM, EMORLAN@KUSNERJAFFE.COM		
Correspondent Name:	MARK KUSNER / KUSNER AND JAFFE		
Address Line 1:	6150 Parkland Boulevard, STE. 105		
Address Line 2:	PARAGON CENTER II		
Address Line 4:	MAYFIELD HEIGHTS, OHIO 44124		
ATTORNEY DOCKET NUMBER:	ST11407US		
NAME OF SUBMITTER:	MARK KUSNER		
SIGNATURE:	/mark kusner/		
DATE SIGNED:	02/17/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, (this “Assignment”), is entered into as of December 16, 2015, by and among Bracco Diagnostics Inc., a Delaware corporation, maintaining its principal offices at 259 Prospect Plains Road, Building H, Monroe Township, NJ 08831 (“Assignor”) and United States Endoscopy Group, Inc., an Ohio corporation, maintaining its principal offices at 5976 Heisley Road, Mentor, OH 44060 (“Assignee”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

A. Assignor is the owner of all right, title, and interest in, to, and under the issued trademark set forth on Schedule A hereto, (the “Trademark”);

B. Assignor and its wholly owned subsidiary, E-Z-EM, INC., a Delaware corporation, maintaining its principal offices at 259 Prospect Plains Road, Building H, Monroe Township, NJ 08831 the one hand and Assignee on the other have entered into that certain Asset Purchase Agreement, dated as December 16, 2015 (the “Purchase Agreement”) for the sale and purchase of certain Assets relating to the GBU Business.

C. In connection with and at the Closing of the transactions contemplated by the Purchase Agreement, Assignor wishes to sell, convey, transfer, assign and deliver to the Assignee all of its right, title and interest in, to and under the Trademark, and the Assignee wishes to purchase, acquire and accept from the Assignor such Trademark.

D. The execution and delivery of this Agreement by the Assignor and the Assignee is a condition to the obligations of the Parties to consummate the transactions contemplated by the Purchase Agreement; and

E. The execution and delivery of this Agreement is not intended to and does not limit the rights, obligations or assignments agreed to in the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties entering into the Purchase Agreement, the amounts payable by the Assignee thereunder and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including (i) the right to sue at law or in equity for past, present and future infringements thereof, including without limitation the right to receive profits, damages, costs, expenses (including attorneys’ fees) and all other proceeds therefrom, (ii) any and all rights to obtain renewals or registrations or other legal protections pertaining to the Trademark.

2. This Assignment is intended only to document the assignment of the Trademark to Purchaser, and that the Purchase Agreement is the exclusive source of the agreement and understanding between the Parties respecting the Trademark. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

3. The Assignor hereby covenants and agrees that, at any time on or after the date of this Assignment, at Parent's or the Assignee's reasonable request, the Assignor will timely execute and deliver any additional documents and perform such additional acts necessary or desirable to Assignee for the purpose of recording, confirming, or perfecting the interest of the Assignee, its successors, legal representatives and assigns, in and to the Trademark.

4. This Assignment, and all the terms and provisions hereof, shall be binding upon the Assignor and its respective successors and permitted assigns.

5. If any term or other provision of this Assignment is adjudicated to be invalid or unenforceable, all other terms and provisions of this Assignment shall remain in full force and effect to the greatest extent possible.

6. This Assignment will be governed by and construed in accordance with the law of the State of New York without regard to principles of conflicts of law (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, reduce or in any way affect the provisions, including the representations, warranties, covenants, obligations, agreements, terms and conditions, set forth in the Purchase Agreement, or in general any of the rights and remedies of the parties thereunder or with respect thereto.

8. This Assignment may be executed by the parties hereto in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF each of the Assignor and the Assignee has caused this Assignment to be executed by its duly authorized representative.

Assignor:

BRACCO DIAGNOSTICS INC.

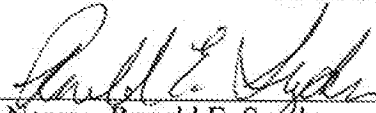
By: 
Name: Vittorio Puppo
Title: President and CEO

[Signature Page to Trademark Assignment Agreement (Bracco)]

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Assignee:

UNITED STATES ENDOSCOPY GROUP, INC.

By: 
Name: Ronald E. Snyder
Title: Secretary

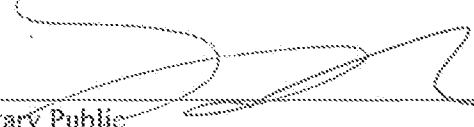
[Signature Page to Trademark Assignment Agreement (Bracco)]

TRADEMARK
REEL: 005733 FRAME: 0315

STATE OF *NEW JERSEY*)
) ss.
COUNTY OF *MIDDLESEX*)

Before me, a Notary Public in and for said County and State, personally appeared Vittorio Puppo, who acknowledged himself to be of BRACCO DIAGNOSTICS INC. and that he being authorized to do so, executed the foregoing instrument for the purposes and considerations therein expressed, on behalf of BRACCO DIAGNOSTICS INC.

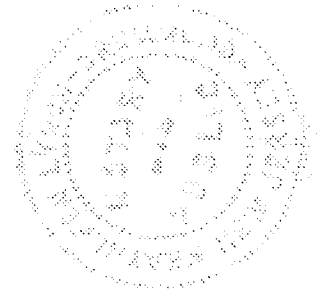
Given under my hand and seal of office this *6th* day of December, 2015.



Notary Public

KATHLEEN LYNCH-DRUMMOND

My Commission Expires: *FEBRUARY 27, 2020*



[Trademark Assignment]

**Schedule A
Trademark**

Mark	Description Of Goods	Registration No. and Date of Registration	Serial No.
CO ₂ MPACT ENDOSCOPIC INSUFFLATOR®	Medical Devices, namely, endoscopic GI tract inflation equipment – International Class 10	4161685 June 19, 2012	85/010,241

NY 245582330v2

RECORDED: 02/17/2016

**TRADEMARK
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