

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCI Medical, Inc.		03/16/2016	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Civco Medical Instruments Co. Inc.		
Street Address:	6901 Professional Parkway East		
Internal Address:	Suite 200		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34240		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3572136	GLUTE OUT	
Registration Number:	4583725	OXID OUT	
Registration Number:	2092151	GUS	
Registration Number:	4489254	ASTRA	
Registration Number:	4489255	ASTRA TEE	
Registration Number:	4638745	EXPERTS IN HIGH-LEVEL DISINFECTION	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	10170.019107		
NAME OF SUBMITTER:	Mark Russell		
SIGNATURE:	/Mark Russell/		
DATE SIGNED:	03/29/2016		

OP \$165.00 3572136

Total Attachments: 7

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PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of March 16, 2016, by and among PCI Medical, Inc., a Connecticut corporation (the "Seller"), the shareholders of the Seller (the "Shareholders"), and Civco Medical Instruments Co. Inc., an Iowa corporation ("Assignee"). The Seller and the Shareholders are collectively referred to herein as "Assignors".

WHEREAS, Assignors own the patents and patent applications identified on Schedule A to this Assignment (collectively, the "Patents");

WHEREAS, Assignors own the trademarks, trademark registrations and trademark applications identified on Schedule B to this Assignment, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing (collectively, the "Trademarks"); and

WHEREAS, Assignors own and have registered or caused to have registered the Internet domain names identified on Schedule C hereto (collectively, the "Domain Names") and are the current record owner of the registrations for the Domain Names, which are currently administered by the registrar set forth on the attached Whois reports; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among Assignors and Assignee (the "Purchase Agreement"), Assignors have agreed to assign certain intellectual property, including the Patents, the Trademarks and the Domain Names, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Patent Assignment. Assignors assign, transfer, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Assignors' right, title, and interest throughout the world in and to the Patents, including any provisional rights therein, (ii) all of Assignors' right, title, and interest in and to the improvements and inventions disclosed in the Patents throughout the world, (iii) all of Assignors' right, title, and interest in and to any U.S. or foreign application or applications corresponding to the Patents or claiming the improvements and inventions disclosed in the Patents, in whole or in part, (iv) all of Assignors' right, title, and interest in and to any and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and extensions of the Patents, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for the improvements and inventions disclosed in the Patents in Assignee's own name throughout the world and all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, (v) all of Assignors' rights to publish cautionary notices reserving ownership of the improvements and inventions disclosed in the Patents, (vi) all of Assignors' rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of the Patents, in perpetuity (or for the longest period of time

otherwise permitted by law) and (vii) any and all of Assignors' rights to income, royalties, and payments now or hereafter due or payable with respect to the Patents, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. Trademark Assignment. Assignors hereby assign, transfer, and convey to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Assignors' right, title, and interest in and to the Trademarks, including the trademarks and registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, (ii) all of Assignors' rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, (iii) all of Assignors' right to sue for and seek damages and remedies against past, present, and future infringements or dilution of any or all of the Trademarks, and (iv) any and all of Assignors' right to income, royalties, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

3. Domain Names Assignment. Assignors hereby assign, transfer, and convey to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, all of Assignors' right, title, and interest in and to the Domain Names, including the registrations and registration applications therefor and agrees to cooperate in any manner necessary to effect the transfer of the aforesaid domain names to Assignee, including executing any necessary documents and/or unlocking the Domain Names, as may be necessary to complete the transfer of ownership to Assignee.

4. Cooperation. Each Assignor further agrees and covenants that it will execute or arrange for execution of such further assignment documents or other legal instruments and take other action as may be necessary or required from such Assignor, if any, to permit Assignee to obtain recordation as needed of any documents relating to the foregoing assignments from such Assignor to Assignee, including but not limited to country-specific or patent or registration-specific assignment documents relating to any of the items identified in Schedule A, Schedule B or Schedule C.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Seller:
PCI MEDICAL, INC.

By: [Signature]
Name: Phillip R. Coles
Title: President

STATE OF Connecticut
COUNTY OF Middlesex

On this 15th day of March, 2016, before me, a Notary Public in and for the State and County foresaid, personally appeared Phillip Coles, known by me to be the person above named and an officer of PCI Medical, Inc., who is duly authorized to execute this Assignment on behalf of PCI Medical, Inc. and who signed and executed the foregoing instrument on behalf of PCI Medical, Inc.

Notary Public: [Signature]
My Commission Expires: Comm of Sept 17

Shareholder
PHILLIP R. COLES

By: [Signature]
Name: Phillip R. Coles

STATE OF Connecticut
COUNTY OF Middlesex

I, Christina Barker, a Notary Public in and for said County, in said State hereby certify that Phillip R. Coles, whose name is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment he executed the Assignment voluntarily on the date the Assignment bears.

Given under my hand this the 15th day of March, 2016.
Notary Public: [Signature]
My Commission Expires: Comm of Sept 17

Shareholder:
CLIODHNA M. COLES

By: [Signature]
Name: Clodhna M. Coles

STATE OF Connecticut
COUNTY OF Middlesex

I, Christina Barker, a Notary Public in and for said County, in said State hereby certify that Clodhna M. Coles, whose name is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment he executed the Assignment voluntarily on the date the Assignment bears.

Given under my hand this the 16th day of March, 2016.
Notary Public: [Signature]
My Commission Expires: Comm of Sept 17

Signature page to Patent Assignment Agreement

Assignee:
CIVCO MEDICAL INSTRUMENTS CO. INC.

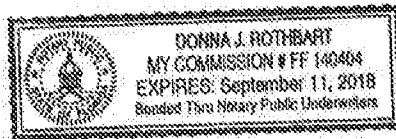
By: [Signature]

Name: David B. Liner
Title: Vice President, General Counsel and Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 14 day of March, 2016, before me, a Notary Public in and for the State and County foresaid, personally appeared David B. Liner, known by me to be the person above named and an officer of Civco Medical Instruments Co. Inc., who is duly authorized to execute this Assignment on behalf of Civco Medical Instruments Co. Inc. and who signed and executed the foregoing instrument on behalf of Civco Medical Instruments Co. Inc.

Notary Public: [Signature]
My Commission Expires: 9-11-2018



SCHEDULE A

Patents and Patent Applications

- (1) Patent: “*Station For Soaking Intracavity Probes*”; U.S. Patent Number 6,132,691; Issued October 17, 2000; Owned by Philip Coles and transferred to Purchaser at the Closing.
- (2) Patent: “*Intracavity Ultrasound Probe Disinfectant System*”; U.S. Patent Number 8,753,580; Issued on June 17, 2014; Owned by Seller.
- (3) Patent: “*Intracavity Ultrasound Probe Disinfectant System*”; U.S. Patent Number 9,107,971; Issued on August 18, 2015; Owned by Seller.
- (4) Patent: “*UV Disinfection System For Ultrasound Probes*”; U.S. Patent Application Number 14/691,234; Filed April 20, 2015 (has not been examined yet); Owned by Philip Coles and transferred to Purchaser at the Closing.
- (5) All other Patents listed on Schedule 4.20(a) to the Purchase Agreement.

SCHEDULE B

Trademarks and Trademark Applications

- (1) Trademark: The “*GUS*” international trademark; Intl. Reg. No. WO0000001208547; Owned by Seller:
- (2) Trademark: The “*Glute-Out*” US Trademark; Registration Number 3,572,136; Registered February 10, 2009; owned by Seller.
- (3) Trademark: The “*Oxid-Out*” US Trademark; Registration Number 4,583,725; Registered August 12, 2014; owned by Seller.
- (4) Trademark: The “*GUS*” US Trademark; Registration Number 2,092,151; Registered August 26, 1997; owned by Seller.
- (5) Trademark: The “*Astra*” US Trademark; Registration Number 4,489,254; Registered February 25, 2014; owned by Seller.
- (6) Trademark: The “*Astra Tee*” US Trademark; Registration Number 4,489,255; Registered February 25, 2014; owned by Seller.
- (7) Trademark: The “*Experts in High Level Disinfection*” US Trademark; Registration Number 4,638,745; Registered November 11, 2014; owned by Seller.
- (8) Trademark: The “*Astra VR*” mark application, which has not yet been submitted, is on-hold until mark is used.
- (9) All other Trademarks listed on Schedule 4.20(a) to the Purchase Agreement.

SCHEDULE C

Domain Names

- (1) gusastra.com; owned by Seller.
- (2) pcimedical.biz; owned by Seller.
- (3) pcimedical.co; owned by Seller.
- (4) pcimedical.com; owned by Seller.
- (5) pcimedical.info; owned by Seller.
- (6) pcimedical.net; owned by Seller.
- (7) pcimedical.org; owned by Seller.
- (8) pcimedical.us; owned by Seller.
- (9) pcimedical.xyz; owned by Seller.
- (10) All other Domain Names listed on Schedule 4.20(a) to the Purchase Agreement.