

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIMG SERAMIK VE MEDIKAL KOMPOZIT SANAYI VE TICARET LIMITED SIRKETI		06/17/2016	Limited Liability Company: TURKEY
RECEIVING PARTY DATA			
Name:	NN MEDIKAL SANAYI VE TICARET LIMITED SIRKETI		
Street Address:	Icerenkoy Mah. Degirmenyolu Cad.		
Internal Address:	No: 33/7 Atasehir		
City:	Istanbul		
State/Country:	TURKEY		
Postal Code:	34752		
Entity Type:	Limited Liability Company: TURKEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4607929	NNREPAIR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7024625973		
Email:	in@bayramoglu-legal.com		
Correspondent Name:	Bayramoglu Law Offices LLC		
Address Line 1:	2520 Saint Rose Parkway Suite 309		
Address Line 2:	care of Nihat Deniz Bayramoglu		
Address Line 4:	Henderson, NEVADA 89074		
NAME OF SUBMITTER:	Nihat Deniz Bayramoglu		
SIGNATURE:	/Nihat Deniz Bayramoglu/		
DATE SIGNED:	06/21/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is by and between HIMG SERAMİK VE MEDİKAL KOMPOZİT SANAYİ VE TİCARET LİMİTED ŞİRKETİ ("Assignor") and NN MEDİKAL SANAYİ VE TİCARET LİMİTED ŞİRKETİ ("Assignee") and is effective as of 06/17, 2016 (the "Effective Date").

WHEREAS, Assignor is the registered owner of certain trademarks identified in Exhibit A (the "Trademarks") that is/are registered at the United States Patent and Trademark Office, Registration number(s) also identified in Exhibit A.

WHEREAS, Assignor desires to transfer all of Assignor's rights, title, and interest in and to the Trademarks to Assignee;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Assignee, all of Assignor's right, title, and interest in and to the Trademarks, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").
2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.
3. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.
4. Representations and Warranties. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.
5. Warranty Disclaimer. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, ANY LOSS OF PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous.

- a) *Independent Contractors.* The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither party has any right or authority to bind the other in any way.
- b) *Notices.* All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Assignor:

Icerenkoy Mah. Değirmen Yolu Cad. No:23/7 Ataşehir- ISTANBUL-TURKEY 34752

If to Assignee:

Icerenkoy Mah. Değirmen Yolu Cad. No:33/7 Ataşehir- ISTANBUL-TURKEY 34752

- c) *Modification and Waiver.* The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- d) *Governing Law.* This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.
- e) *Headings.* Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- f) *Severability.* In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- g) *Entire Agreement.* Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

- h) *Non-Exclusive Remedies.* The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR

Company Name: HİMİC SERAMİK VE MEDICAL KOMPOZİT SANAYİ VE TİCARET LİMİTED ŞİRKETİ

Signature: _____

Name: Yusuf Buğra Şahin

Title: GENERAL MANAGER

Dated: 21.06.2016 (21st of June, 2016)

ASSIGNEE

Company Name: NN MEDİKAL SANAYİ VE TİCARET LİMİTED ŞİRKETİ

Signature: _____

Name: Yusuf Buğra Şahin

Title: GENERAL MANAGER

Dated: 21.06.2016 (21st of June, 2016)

Exhibit A

Mark	Serial No.	Filing Date	Reg. No.	Jurisdiction of Registration	Reg. Date
NNREPAIR	85662345	06/26/2012	4607929	United States of America	09/23/2014