

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389635

<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>
TransMotion Medical, Inc.		06/04/2015	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winco Mfg., LLC		
<b>Street Address:</b>	5516 SW 1st Lane		
<b>City:</b>	Ocala		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34474		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4497123	TRANSMOTION MEDICAL INC	
<b>Registration Number:</b>	4087382	ONE PATIENT, ONE SURFACE	
<b>Registration Number:</b>	4504103	UNIVERSAL CARE PLATFORM	
<b>Registration Number:</b>	4493690		
<b>Registration Number:</b>	4497040	TMM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3144801505		
<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>	314-480-1500		
<b>Email:</b>	jenny.birmingham@huschblackwell.com		
<b>Correspondent Name:</b>	Samuel Digirolamo		
<b>Address Line 1:</b>	Husch Blackwell LLP		
<b>Address Line 2:</b>	190 Carondelet Plaza, Suite 600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Samuel Digirolamo		
<b>SIGNATURE:</b>	/Samuel Digirolamo/		
<b>DATE SIGNED:</b>	06/29/2016		
<b>Total Attachments: 6</b>			

CH \$140.00 4497123

source=wincoassignment#page1.tif  
source=wincoassignment#page2.tif  
source=wincoassignment#page3.tif  
source=wincoassignment#page4.tif  
source=wincoassignment#page5.tif  
source=wincoassignment#page6.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Bill of Sale and Assignment and Assumption Agreement (this "*Agreement*") is entered into as of this 4th day of June, 2015 by and between Winco Mfg., LLC, a Missouri limited liability company ("*Assignee*"), and TransMotion Medical, Inc., an Ohio corporation ("*Assignor*").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee and the Shareholder, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignee will purchase the Assets of Assignor, effective as of the date hereof; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's Intellectual Property Assets, including, without limitation, those items set forth in Appendix A annexed hereto and incorporated herein by this reference, including any and all goodwill associated therewith, but excluding any Intellectual Property Assets which are Excluded Assets (all of the foregoing being referred to herein as the "*Intellectual Property*"); and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such Intellectual Property; and

WHEREAS, this Assignment is contemplated by Section 3.2(b) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. On the terms and subject to the conditions of the Purchase Agreement, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of, all right, title, and interest in and to Assignor's Intellectual Property for the territory of the United States of America and all foreign countries, including, without limitation, (i) all rights, interests, claims and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits and damages for past, present and future infringements of the Intellectual Property, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits and damages, (ii) all rights to file both domestic and foreign applications for registration of all such Intellectual Property and other protection for existing registrations, including renewals and extensions thereof, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Intellectual

Property by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Intellectual Property in all countries of the world, including, without limitation, the United States and all of its territories and possessions, and (iv) any and all goodwill associated with the Intellectual Property, the same to be held and enjoyed by Assignee, and its successors and assigns from and after the Closing Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Further Actions. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to enforce and be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed.

4. Terms of the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

5. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Intellectual Property and to deliver to Assignee, and to Assignee's attorneys, agents, and their respective successors and assigns, all official documents and communications as may be warranted by this Assignment.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Assignment.

7. Binding Effect. This Assignment shall inure to the benefit of Assignee and its successors and assigns, and this Assignment shall be binding upon Assignor and its successors and assigns.

8. Governing Law. This Assignment will be governed by and construed under the laws of the United States and the State of Missouri without regard to conflicts-of-laws principles that would require the application of any other law.

9. Execution of Assignment. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

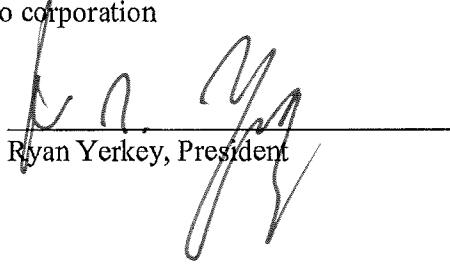
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the first date written above.

**ASSIGNOR:**

TRANSMOTION MEDICAL, INC.,  
an Ohio corporation

By:

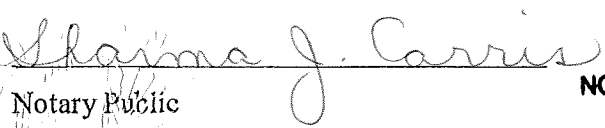
  
Ryan Yerkey, President

STATE OF Ohio )  
COUNTY OF Medina )

SS:

On this 3<sup>RD</sup> day of June, 2015, personally appeared Ryan Yerkey, to me known, who being by me duly sworn did say that he is the President of TRANSMOTION MEDICAL, INC., an Ohio corporation, and that said instrument was signed on behalf of said company by the authority of its board of managers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public

My Commission Expires:

October 12, 2016

**SHARMA J. CARRIS**  
**NOTARY PUBLIC • STATE OF OHIO**  
**Recorded in Medina County**  
**My commission expires Oct. 12, 2016**

ASSIGNEE:

WINCO MFG., LLC,  
a Missouri limited liability company

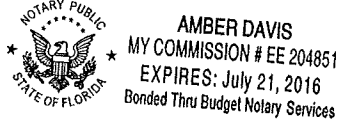
By: [Signature]  
James Ankoviak, President

STATE OF FLORIDA )  
 )                    SS:  
COUNTY OF MARION )

On this 3rd day of June, 2015, personally appeared James Ankoviak to me known, who being by me duly sworn did say that [he/she] is the President of Winco Mfg., LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company by the authority of its board of managers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature: Amber Davis]  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
July 21, 2016

**Appendix A**  
**Intellectual Property**

**PATENTS:**

<b><u>Patent Description</u></b>	<b><u>Patent/Application #</u></b>	<b><u>Filed</u></b>	<b><u>Issued</u></b>	<b><u>Countries</u></b>
TMM Chairs	7,069,608	7/5/05	7/4/06	USA
TMM6 (1 <sup>st</sup> Generation)	8,418,786	5/6/10	4/16/13	USA
TMM6 (2 <sup>nd</sup> Generation)	14/079,701	11/14/13	N/A	USA
Patient Transport Platform (TMM4 Next Generation)	14/375,883	07/31/14	N/A	USA
Patient Transport Platform (TMM4 Next Generation)	13 743 610.1	07/30/14		EPO Countries

**TRADEMARKS:**

<b><u>TMM Trademark Description</u></b>	<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>
TRANSMOTION MEDICAL INC.	4,497,123	3/18/14
ONE PATIENT, ONE SURFACE	4,087,382	1/17/12
UNIVERSAL CARE PLATFORM	4,504,103	4/1/14
Chair-Stretcher Logo	4,493,690	3/11/14
TMM	4,497,040	03/18/14

**Authorizations/Approvals:**

- Authorization to Mark issued by Intertek on June 20, 2013 for use of the “ETL Classified” mark for treatment chairs and accessory charger
- Authorization to Mark issued December 7, 2010 for use of the “ETL Classified” Mark for Power Drive Multi-Purpose Chairs.

- Declaration of Conformity for a Procedural Chair for Emergo Europe
- Smithers Quality Assessments, Inc. Certificate of Approval for ISO 9001:2008 with Design. The Certificate expires January 21, 2016.

Twitter account @TransMotionMed

Facebook Page for TransMotion Medical, Inc.

**Phone numbers:** 1-866-860-8447 (Toll-free U.S. only)  
 330-239-4192 (Main)  
 330-419-9571 (After Hours)

**Cellular Phone numbers of the following employees:**

- Todd Rupprecht
- David Daisher
- Neal Veon
- Brian Huml
- Mary Wiley
- Dennis Pack
- Betsy Mikalacki
- John Dieterich

**Email:** tmmservice@transmotionmedical.com

**Fax:** 330-590-8111

**Website:** [www.transmotionmedical.com](http://www.transmotionmedical.com)

**Domain name:** transmotionmedical.com

Production account on Ariba Supplier Network (ANID AN01000590282) for transactions with Kaiser Foundation Hospitals and other Ariba SN buying organizations.

TMM6 user interface software was written internally, is the property of the EBO Group, and is specific to the TMM6 product.

Clone of EBONet software.

TMM Programs/License Counts	Version	EOL	SA	Count
	2011 SP3			
Solidworks	Premium	NA	Active	4
Solidworks	2011 SP3 Pro	NA	Active	1