

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Correction by declaration of assignment filed at Reel/Frame 5733/0094		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Measurement Systems B.V.		09/28/2016	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Medical Measurement Systems B.V.		
Street Address:	P.O. Box 580		
City:	Enschede		
State/Country:	NETHERLANDS		
Postal Code:	7500 AN		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3826721	MMS MEDICAL MEASUREMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	9784639109		
<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:	978-463-9100		
Email:	trademarks@massiplaw.com		
Correspondent Name:	Aaron Y. Silverstein		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
ATTORNEY DOCKET NUMBER:	953.102.11		
DOMESTIC REPRESENTATIVE			
Name:	Aaron Y. Silverstein		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
NAME OF SUBMITTER:	Rebecca S. Lessard		
SIGNATURE:	/Rebecca S. Lessard/		
DATE SIGNED:	10/05/2016		

OP \$40.00 3826721

Total Attachments: 37

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Assignment of U.S. Trademark
Registration:

Registration No.: 3826721

Mark: 
Medical Measurement Systems

Reel/Frame: 5733/0094

Reel/Frame: 5820/0718

Correction by Declaration

U.S. Patent and Trademark Office
Mail Stop: Assignment Recordation Branch
P.O. BOX 1450,
Alexandria, VA 22313

**DECLARATION OF BRIAN ELLACOT IN SUPPORT OF
CORRECTION OF RECORDED ASSIGNMENTS**

I, Brian Ellacott, declare as follows:

1. I am CEO of LABORIE Medical Technologies Canada ULC ("LABORIE Canada"), a position I have held since July 29, 2013.
2. In addition, I am a Director of Laborie Netherlands B.V. ("Laborie Netherlands"), a position I held since APRIL 9, 2015.
3. As CEO of LABORIE Canada and Director of Laborie Netherlands, I have intimate knowledge of the companies' trademarks and all related transactions, including assignments.
4. I make this declaration in support of Medical Measurement System B.V.'s ("Medical Measurement") correction of the invalid assignments recorded at Reel/Frame 5733/0094 and Reel/Frame 5820/0718.

5. On November 12, 2014, Lacidem Holding B.V. assigned the entire right, title and interest in and to U.S. Trademark Registration No. 3826721 and the trademark that is the subject thereof, including the goodwill connected with the use of, and symbolized, by said trademark, to MMS Holding B.V. A true and correct copy of said assignment is attached hereto as Exhibit A. The assignment was not recorded against the subject registration.

6. On April 9, 2015, MMS Holding B.V. assigned the entire right, title and interest in and to U.S. Trademark Registration No. 3826721 and the trademark that is the subject thereof, including the goodwill connected with the use of, and symbolized, by said trademark, to Medical Measurement. A true and correct copy of said assignment is attached hereto as Exhibit B. The assignment was not recorded against the subject registration.

7. In light of the April 9, 2015, assignment, U.S. Trademark Registration No. 3826721 is in the name of and owned by Medical Measurement Systems B.V.

8. On January 20, 2016, I executed an instrument purporting to assign U.S. Trademark Registration No. 3826721 and the trademark that is subject thereof from Lacidem Holding B.V. to LABORIE Canada. The instrument was recorded on January 29, 2016, at Reel/Frame 5733/0094. A true and correct copy of the cover sheet and instrument recorded at Reel/Frame 5733/0094 is attached hereto as Exhibit C.

9. The instrument recorded at Reel/Frame 5733/0094 was erroneously recorded against U.S. Trademark Registration No. 3826721.

10. The instrument recorded at Reel/Frame 5733/0094 was prepared in error and is invalid, as Lacidem Holding B.V. had no rights in U.S. Trademark Registration No. 3826721 or the trademark that is subject thereof to assign or otherwise transfer to LABORIE Canada.

11. On June 22, 2016, LABORIE Canada executed an instrument purporting to assign of U.S. Trademark Registration No. 3826721 and the trademark that is subject thereof to Laborie

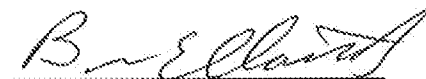
Netherlands. The instrument was recorded on June 22, 2016, at Reel/Frame 5820/0718. A true and correct copy of the cover sheet and instrument recorded at Reel/Frame 5820/0718 is attached hereto as Exhibit D.

12. The instrument recorded at Reel/Frame 5820/0718 was erroneously recorded against U.S. Trademark Registration No. 382672.

13. The instrument recorded at Reel/Frame 5820/0718 was prepared in error and is invalid, as LABORIE Canada had no rights in U.S. Trademark Registration No. 3826721 or the trademark that is subject thereof to assign or otherwise transfer to Laborie Netherlands.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct pursuant to 28 U.S.C. § 1746. This declaration was executed on the below date in Mississauga, Ontario, Canada.

Date: 9-28-2016


Brian Ellacott

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lacidem Holding B.V.		01/29/2016	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	LABORIE Medical Technologies Canada ULC		
Street Address:	6415 Northwest Drive, Unit 10		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4V 1X1		
Entity Type:	Unlimited Liability Company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3826721	MMS MEDICAL MEASUREMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	7083838897		
<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:	708-383-8801		
Email:	docket@merz-law.com, jwidmer@merz-law.com		
Correspondent Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street, Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301-1135		
ATTORNEY DOCKET NUMBER:	21765		
NAME OF SUBMITTER:	Jennifer A. Widmer		
SIGNATURE:	/Jennifer A. Widmer/		
DATE SIGNED:	02/16/2016		
Total Attachments: 3			
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AGREEMENT AND DEED OF ASSIGNMENT

BETWEEN:

**Lacidem Holding B.V.
Colosseum 25
7521 PV Enschede
The Netherlands**

(hereinafter referred to as "the Assignor");

and

**LABORIE Medical Technologies Canada ULC.
6415 Northwest Drive, Unit 10
Mississauga, ON L4V 1X1
Canada**

(hereinafter referred to as "the Assignee").

WHEREAS:

The Assignor is proprietor of the trademark registrations as mentioned in Attachment 1 and the rights attached thereto and the goodwill associated therewith, including all rights related to the use, registration or application for registration of these trademarks (hereinafter referred to as "The Trademarks").

The Assignor has agreed to sell and assign to the Assignee and the Assignee has agreed to buy and accept The Trademarks and the goodwill relating to The Trademarks on the terms and conditions set out in this Agreement and Deed of Assignment.

NOW THIS DEED WITNESSES:

Assignor hereby sells and assigns to the Assignee who hereby buys and accepts for the sum of € 1,00 (one Euro) now paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges) ALL the right, title and interest in The Trademarks including all common law rights connected with The Trademarks and the right for the Assignee to take proceedings to recover damages and claim all other relief in respect of any infringement of The Trademarks, whether any such act shall have taken place before or after the date of this Agreement and Deed of Assignment.

This Agreement and Deed of Assignment are being made together with an assignment of the goodwill of the business relating to the goods and/or services in respect of which The Trademarks are used and/or registered and/or applied for registration.

At the request and at the expense of the Assignee, the Assignor will do all reasonable acts, execute all documents and procure the making of any declarations or oaths necessary or required by law for further effecting the assignment of The Trademarks to the Assignee and assisting the Assignee in recording the assignment of The Trademarks.

This Agreement and Deed of Assignment is governed by the laws of The Kingdom of The Netherlands.

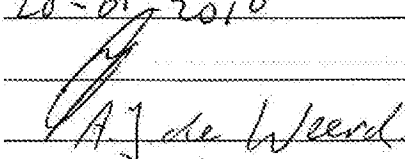
TRADEMARK

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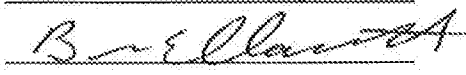
This Agreement and Deed of Assignment has been drawn up and will also serve as proxy for NLO Shieldmark B.V., Anna van Buerenplein 21A, 2595 DA The Hague for the purpose of recording the transfer with the Benelux Office for Intellectual Property, the Office for Harmonization in the Internal Market, World Intellectual Property Organization and the national trademark authorities in United States of America and Canada.

IN WITNESS WHEREOF the authorised representatives of the parties have hereunto set their hands on the day and year first before written.

Lacidem Holding B.V. (Assignor)

Place : Eindhoven NL
Date: 20-01-2016
Signature : 
Full name signatory : A.J. de Weerd
Function signatory : Director

LABORIE Medical Technologies Canada ULC. (Assignee)

Place : Mississauga Ontario
Date: 1-29-2016
Signature : 
Full name signatory : BRIAN ELLACOTT
Function signatory : CEO

Attachment 1

Official registration No.	Title	Case Status	Country	Local Classes	NLO Ref.
0950785	NEXAN (DEVICE)	Registered	Benelux	09,10,44	T30358548X
1212865	NEXAM	Registered	Madrid Agreement (TM)	09,10,44	T3039116MAD
493028	UD2000	Registered	Benelux	09,10	T80199388X
491948	Medical Measurement Systems	Registered	Benelux	09,10	T80199398X
491949	UPS2020	Registered	Benelux	09,10	T80199408X
592835	MMS Medical Measurement Systems (DEVICE)	Registered	Madrid Agreement (TM)	09,10	T8019942MAD
746090	MMS Medical Measurement Systems (DEVICE)	Registered	Canada		T8019943CA
3826721	MMS Medical Measurement Systems (DEVICE)	Registered	United States of America	09,10	T8019944US
000337824	MMS Medical Measurement Systems (DEVICE)	Registered	European Community	09,10	T8019946EM
003195311	pHersaflex	Registered	European Community	09,10,42	T8039654EM
940200	e°SENSE (DEVICE)	Registered	Benelux	09,10,42,44	T8086591BX
1185154	e°SENSE (DEVICE)	Registered	Madrid Agreement (TM)	09,10,42	T8087430MAD
0946155	NEXYZ	Registered	Benelux	10,44	T8087551BX
0950857	NEXAM	Registered	Benelux	09,10,44	T80877408X

TRADEMARK

Exhibit A

Deed of assignment and delivery of trademarks

Parties:

Lacidem Holding B.V., located at Colosseum 25, 7521 PV Enschede, The Netherlands, hereinafter:
"Lacidem"

and

MMS Holding B.V., located at Colosseum 25, 7521 PV Enschede, The Netherlands, hereinafter:
"MMS"

Whereas:

- Lacidem holds the trademark registrations as listed in Attachment 1, hereinafter: the Trademarks. Lacidem wishes to assign the Trademarks to MMS and MMS wishes to become holder of the Trademarks.
- Parties wish to lay down their agreement on the assignment and delivery of the Trademarks, as well as their mutual rights and obligations in this deed.

Have agreed as follows:

Article 1: Assignment

1. Lacidem hereby assigns unconditionally and without any restriction to MMS and delivers unconditionally and without any restriction to MMS all rights to the Trademarks listed in Attachment 1 including the priority rights, goodwill, rights arising from the use of the Trademarks and the right to claim damages from third parties and otherwise to take legal action against third parties who infringe upon the rights in the Trademarks, regardless of whether the infringement took place before or after the date of this agreement.
2. MMS hereby accepts the assignment and delivery of the rights to the Trademarks in consideration of the sum of € 1,00 (one Euro) now paid by MMS to Lacidem (the receipt whereof Lacidem hereby acknowledges).
3. MMS agrees to pay all costs for transferring registration of these Trademarks from Lacidem to MMS. MMS will also pay any and all costs associated with further completion and/or renewal of any of the transferred Trademarks.

Article 2: Warranties and liabilities

1. Lacidem warrants that it is fully entitled to the Trademarks and that it is authorised to assign the Trademarks. Lacidem guarantees that the Trademarks are valid, that the rights to be assigned are not subject to any lien, seizure or license. Lacidem agrees to indemnify and hold MMS harmless from any such claim.

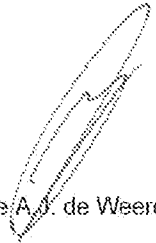
2. At the request and at the expense of MMS, Lacidem will do all reasonable acts, execute all documents and procure the making of any declarations or oaths necessary or required by law for further effecting the assignment of the Trademarks to MMS and assisting MMS in recording the assignment of the Trademarks.

Article 3: Choice of law and jurisdiction

1. This agreement is governed by Dutch law.
2. Any dispute arising in connection with this agreement, including any dispute concerning the existence and validity of this agreement, shall be submitted exclusively to the courts of The Netherlands.

Signed in threefold, of which one copy will serve as proxy for NLO Shieldmark BV, J.W. Frisolaan 13, 2517 JS Den Haag, The Netherlands for the purpose of registration of the assignment in the appropriate register(s).

Lacidem Holding BV



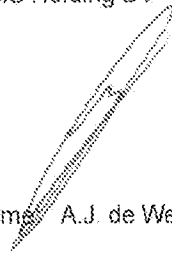
Name: A.J. de Weerd

Function: President

Place: Enschede

Date: Nov 12, 2014

MMS Holding BV

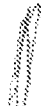


Name: A.J. de Weerd

Function: President

Place: Enschede

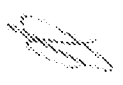
Date: Nov 12, 2014



ATTACHMENT 1

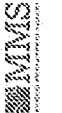
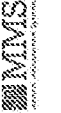
Attachment 1
Trademark portfolio registered through NLO of:
Lacidem Holding BV for transfer to MMS Holding BV

Device	Trademark	Country	Owner	Classes)	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
	e ² SENSE (DEVICE)	Benelux	Lacidem Holding B.V.	09, 10, 42, 44	3-6-2013	10-9-2013	940260	3-6-2023	78035501BX		Registered
	e ² SENSE (DEVICE)	Madrid Agreement (TM)	Lacidem Holding B.V.	09, 10, 42	4-10-2013	4-10-2013	1185164	4-10-2023	78035743086AD		Registered
		China									
		European Community									
		Japan									
		United States of America									
			<i>Pending</i>								
			<i>Pending</i>								
			<i>Provisionally refused</i>								
			<i>Provisionally refused</i>								
		Benelux	Lacidem Holding B.V.	09, 10, 44	17-2-2014	5-6-2014	0953642	17-2-2024	730335598BX		Registered
		Benelux	Lacidem Holding B.V.	09, 10	27-2-1991	27-2-1991	481948	27-2-2021	78019939EX		Registered
		Canada	Lacidem Holding B.V.		28-1-1994	2-8-1996	746890	2-8-2026	78019949CA		Registered
		European Community	Lacidem Holding B.V.	09, 10	24-9-1996	26-11-1999	500337824	24-9-2016	78019946EM		Registered



Attachment 1

**Trademark portfolio registered through NLO of:
Lacidem Holding BV for transfer to MMS Holding BV**

Device	Trademark	Country	Owner	Classes	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
	MMS Medical Measurement Systems (DEVICE)	Madrid Agreement (TM)	Lacidem Holding B.V.	09, 10	2-10-1992	2-10-1992	592835	2-10-2022	T8019842MAD		Registered
		Austria Switzerland China Czech Republic Germany Egypt Montenegro Poland Portugal Serbia Russian Federation Slovakia Spain France Hungary Italy	Not renewed Registered Registered Not renewed Registered Registered Not renewed Not renewed Registered Registered Registered Not renewed Registered Not renewed Not renewed								
	MMS Medical Measurement Systems (DEVICE)	United States of America	Lacidem Holding B.V.	09, 10	16-3-1994	3-8-2013	382672	3-8-2020	T8019844US		Registered
		BeneLux	Lacidem Holding B.V.	09, 10, 44	20-12-2013	9-4-2014	0960657	20-12-2020	T8037740BX		Registered
		Madrid Agreement (TM)	Lacidem Holding B.V.	09, 10, 44	2-6-2014	2-6-2014	1212866	2-6-2024	T3030916MAD		Registered
		European Community Japan	Registered Registered								



Attachment 1
Trademark portfolio registered through NLO of:
Lacidem Holding BV for transfer to MMS Holding BV

Device	Trademark	Country	Owner	Classes)	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
		United States of America China	Registered Registered								
	phersafex	European Community	Lacidem Holding B.V.	09, 10, 42	6-6-2008	22-6-2005	003198911	5-6-2023	TEC09864EM		Registered
	UP2990	Benelux	Lacidem Holding B.V.	09, 10	27-2-1981	27-2-1981	493038	27-2-2021	TE015993BX		Registered
	UP52020	Benelux	Lacidem Holding B.V.	09, 10	27-2-1981	27-2-1981	481849	27-2-2021	TE019940EX		Registered

Exhibit B

DATED *09* APRIL 2015

LACIDEM HOLDING B.V.

and

MMS HOLDING B.V.

as the Assignors

MEDICAL MEASUREMENT SYSTEMS B.V.

as the Assignee

DEED OF ASSIGNMENT
TRADEMARKS

Stibbe

THIS DEED OF ASSIGNMENT TRADEMARKS ("Deed") is made on 09 April 2015

BETWEEN:

- (1) **Lacidem Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat (*statutaire zetel*) in Enschede, the Netherlands, registered with the trade register of the Chamber of Commerce with number 06062669 ("Lacidem");
- (2) **MMS Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat (*statutaire zetel*) in Enschede, the Netherlands, registered with the trade register of the Chamber of Commerce with number 06091573; ("MMS Holding") (Lacidem and MMS Holding are hereinafter jointly also referred to as the "Assignors"); and
- (3) **Medical Measurement Systems B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat (*statutaire zetel*) in Enschede, the Netherlands, registered with the trade register of the Chamber of Commerce with number 06070224 (the "Assignee").

The parties to this Deed are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

- (A) On the terms and conditions of a share purchase agreement to that effect dated on or about the date hereof, MMS Holding, the parent company of which is Lacidem, has agreed to sell and transfer all the issued and outstanding shares in the share capital in the Assignee and its affiliated companies Medical Measurement Systems – USA, Inc. and Medical Measurement Systems Deutschland GmbH to Laborie Netherlands B.V. Laborie Medical Technologies Corp. and Laborie German Holdings GmbH, respectively (the "Transaction").
- (B) Until recently, Lacidem held a number of trademarks used in relation to the Business.
- (C) By deed of assignment of 12 November 2014, Lacidem assigned and transferred its rights in a number of trademarks relating to the Business to MMS Holding.
- (D) Most of such trademarks assigned and transferred to MMS Holding are currently still registered in the name of Lacidem.
- (E) With a view to the Transaction, it is the Parties' intention that all Trademarks with respect to Business are assigned and transferred to the Assignee.
- (F) The Parties therefore enter into this Deed, pursuant to which both Lacidem and MMS Holding assign and transfer to the Assignee any and all of their rights in the Trademarks with respect to the Business.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this Deed, the following definitions are used:

- 1.1.1. "Business" means the business of the development, sourcing, marketing, supply, distribution and sale of medical devices and related accessories used for gastroenterology and urodynamics carried on by the MMS Companies;
- 1.1.2. "Deed" has the meaning given in the first page heading of page 1 of this Deed;
- 1.1.3. "MMS Companies" means (i) the Assignee, (ii) Medical Measurement Systems – USA, Inc. and (iii) Medical Measurement Systems Deutschland GmbH jointly;
- 1.1.4. "MMS Trademarks" has the meaning given in Clause 2.1; and
- 1.1.5. "Trademarks" means registered and unregistered trademarks, logos, company names and trade names, including all trademark rights, trade name rights and other rights therein;

1.2. In this Deed, unless otherwise specified:

- 1.2.1. references to a person shall include a reference to any individual, company, association, partnership or joint venture;
- 1.2.2. references to "include" and "including" shall be treated as references to "include without limitation" or "including without limitation";
- 1.2.3. a "Clause" or a "Schedule" shall be construed as a reference to a clause or a schedule of this Deed;
- 1.2.4. unless the context requires otherwise, words in the singular shall include the plural and vice versa; and
- 1.2.5. the headings are for identification only and shall not affect the interpretation of this Agreement.

2. ASSIGNMENT

2.1. The Assignors hereby irrevocably, unconditionally and without limitation assign and transfer to the Assignee, and the Assignee hereby accepts, any and all of their respective right, title and interest in all Trademarks used for, or otherwise relating to, the products and services of the MMS Companies and the Business, including the Trademarks set out in Schedule 1, (all such Trademarks jointly: the "MMS Trademarks");

3. MISCELLANEOUS

- 3.1. The Assignors waive their respective rights to rescind (*ontbinden*) this Deed or to nullify (*vernietigen*) the (legal) acts performed under or pursuant to this Deed.
- 3.2. The Assignors undertake to do such acts and execute such (further) documents and to render all such assistance as may be reasonably required by or on behalf of the Assignee for the further assuring and vesting full right, title and interest in the MMS Trademarks in favour of the Assignee and for procuring the registration of the Assignee as the registered

proprietor of the MMS Trademarks.

- 3.3. The Assignors shall render to the Assignee, at the Assignee's first request, any reasonable assistance which the Assignee deems necessary or desirable to defend or prosecute any of the rights in the MMS Trademarks, provided that any and all reasonable costs and expenses of the Assignor shall be reimbursed by the Assignee.
- 3.4. The invalidity or unenforceability of any provision of this Deed shall not affect the validity or enforceability of any other provision of this Deed. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.
- 3.5. No delay or omission on the part of any party in exercising any right, power or remedy provided by applicable law or under this Deed shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by applicable law or under this Deed shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights, powers and remedies provided by applicable law.

4. APPLICABLE LAW AND DISPUTES

- 4.1. This Deed is governed by the laws of the Netherlands without regard to any conflict of law rules under Netherlands private international law.
- 4.2. All disputes arising out of or in connection with this Deed shall in the first instance be submitted to the court of first instance (*rechtbank*) in Amsterdam, the Netherlands and shall not be submitted to any other court, without prejudice to the right of appeal (*hoger beroep*) and cassation (*cassatie*).

THUS AGREED ON THE FIRST DATE WRITTEN ABOVE

Lacidem Holding B.V.

MMS Holding B.V.

By: *Arie de Weerd*

By: *Arie de Weerd*

Title: *Directeur*



Title: *Directeur*



Medical Measurement Systems B.V.

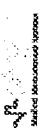
By: *Arie de Weerd*

Title: *Directeur*

SCHEDULE I

Trademark	Source	Application registration number	Application date	Status	Class(es)	Protection claimed	Owner (registered)
1. NEXAM	USPTO	App 79150658	App 02-JUN-2014	Pending	9, 10, 44		Lacidem Holding B.V.
2. e-Sense	USPTO	Reg 4611853	App 04-OCT-2013	Registered	10, 42		Lacidem Holding B.V.
3. SOLAR	USPTO	Reg 3474780	App 25-MAY-2007	Registered	10		Lacidem Holding B.V.
4. FLOWMASTER	USPTO	Reg 3470425	App 22-MAY-2007	Registered	9		Lacidem Holding B.V.
5. OHMEGA	USPTO	Reg 3474762	App 22-MAY-2007	Registered	10		Lacidem Holding B.V.
6. FLOWSTAR	USPTO	Reg 3507128	App 22-MAY-2007	Registered	10		Lacidem Holding B.V.
7. LUNA	USPTO	Reg 3563061	App 22-MAY-2007	Registered	10		Lacidem Holding B.V.
8. 	USPTO	Reg 3826721	App 16-MAR-1994	Registered	9, 10		Lacidem Holding B.V.
9.  Medical Assessment System	Canada	Reg TMA460676	App 28-JAN-1994	Registered	(1) Medical equipment, namely, recorders and monitors used in urology and gastroenterology.		Lacidem Holding B.V.
10. Nexan	Benelux	Reg 950785	App 23-JAN-2014	Registered	9, 10, 44		Lacidem Holding B.V.

Trademark	Source	Application / registration number	Application date	Status	Class(es)	Protection claimed	Owner (registered)
11. NEXAM	Benelux	Reg 950857	App 20-DEC-2013	Registered	9, 10, 44		
12. NEXYZ	Benelux	Reg 946155	App 25-OCT-2013	Registered	10, 44		Lacidem Holding B.V.
13. E SENSE	Benelux	Reg 940200	App 03-JUN-2013	Registered	9, 10, 42, 44		Lacidem Holding B.V.
14. NEXUS	Benelux	App 1261664	App 22-JAN-2013	Application withdrawn or removed (abandoned)	9, 10		Lacidem Holding B.V.
15. Medical Measurement Systems	Benelux	Reg R 491948	App 27-FEB-1991	Registered	9, 10		Lacidem Holding B.V.
16. UPS2020	Benelux	Reg R 491949	App 27-FEB-1991	Registered	9, 10		Lacidem Holding B.V.
17. UD2000	Benelux	Reg R 493028	App 27-FEB-1991	Registered	9, 10		Lacidem Holding B.V.
18. 	Benelux	Reg R 496018	App 27-FEB-1991	Registered	9, 10		Lacidem Holding B.V.
19. pthersaflex	Community Trademarks	Reg 3195311	App 06-JUN-2003	Registered	9, 10, 42		Lacidem Holding B.V.
20. Contour Plot	Community Trademarks		App 06-JUN-2003	Unsuccessful application (abandoned)	9, 10, 42		Lacidem Holding B.V.
21. 	Community Trademarks	Reg 337824	App 24-SEP-1996	Registered	9, 10		Lacidem Holding B.V.

Trademark	Source	Application/ registration number	Application date	Status	Class(es)	Protection claimed	Owner (Registered)
22. NEXAM	International Register	Reg 1212865	Priority: BX 20-DEC-2013 1281198	Registered	9, 10, 44	Madrid Protocol: CN, JP, US, EM	Lacidem Holding B.V.
23. eSense	International Register	Reg 1185154	Priority: BX (BENELUX) 03-JUN-2013 1268869	Registered	9, 10, 42	Madrid Protocol: CN, JP, US, EM	Lacidem Holding B.V.
24.  FLOWTAKER	International Register	Reg 592835	Priority: BX (BENELUX) 16-APR-1992 515 075	Registered	9, 10	Madrid Protocol: CH, CN, EG, RU, RS, ME	Lacidem Holding B.V.
25. FLOWTAKER	USPTO	App 79159577	App 18-NOV-2014	Pending	9, 10		MMS Holding B.V.
26. FLOWTAKER	Benelux	Reg 953842	App 17-FEB-2014	Registered	9, 10, 44		MMS Holding B.V.
27. FLOWTAKER	Community Trademarks	App 13457668	App 13-NOV-2014	Application (pending)	9, 10, 44		MMS Holding B.V.
28. FLOWTAKER	International Register	Reg 1233833		Registered	9, 10, 44	Madrid Protocol: CN, JP, US	MMS Holding B.V.
29. ZANDORPH	Benelux	App 1305352	App 24-FEB-2015	Application (pending)	9, 10, 44		MMS Holding B.V.

Execution copy

Trademark	Source	Application/ registration number	Application date	Status	Class(es)	Protection claimed	Owner (registered)
30. ORION	USA	412423			9, 10		

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(4)

Exhibit C

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lacidem Holding B.V.		01/29/2016	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	LABORIE Medical Technologies Canada ULC		
Street Address:	6415 Northwest Drive, Unit 10		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4V 1X1		
Entity Type:	Unlimited Liability Company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3826721	MMS MEDICAL MEASUREMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	7083838897		
<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:	708-383-8801		
Email:	docket@merz-law.com, jwidmer@merz-law.com		
Correspondent Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street, Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301-1135		
ATTORNEY DOCKET NUMBER:	21765		
NAME OF SUBMITTER:	Jennifer A. Widmer		
SIGNATURE:	/Jennifer A. Widmer/		
DATE SIGNED:	02/16/2016		
Total Attachments: 3			
source=21765.Deed of Assignment for MMS Medical Measurement Systems and Design#page1.tif			
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source=21765.Deed of Assignment for MMS Medical Measurement Systems and Design#page3.tif			

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AGREEMENT AND DEED OF ASSIGNMENT

BETWEEN:

**Lacidem Holding B.V.
Colosseum 25
7521 PV Enschede
The Netherlands**

(hereinafter referred to as "the Assignor");

and

**LABORIE Medical Technologies Canada ULC.
6415 Northwest Drive, Unit 10
Mississauga, ON L4V 1X1
Canada**

(hereinafter referred to as "the Assignee").

WHEREAS:

The Assignor is proprietor of the trademark registrations as mentioned in Attachment 1 and the rights attached thereto and the goodwill associated therewith, including all rights related to the use, registration or application for registration of these trademarks (hereinafter referred to as "The Trademarks").

The Assignor has agreed to sell and assign to the Assignee and the Assignee has agreed to buy and accept The Trademarks and the goodwill relating to The Trademarks on the terms and conditions set out in this Agreement and Deed of Assignment.

NOW THIS DEED WITNESSES:

Assignor hereby sells and assigns to the Assignee who hereby buys and accepts for the sum of € 1,00 (one Euro) now paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges) ALL the right, title and interest in The Trademarks including all common law rights connected with The Trademarks and the right for the Assignee to take proceedings to recover damages and claim all other relief in respect of any infringement of The Trademarks, whether any such act shall have taken place before or after the date of this Agreement and Deed of Assignment.

This Agreement and Deed of Assignment are being made together with an assignment of the goodwill of the business relating to the goods and/or services in respect of which The Trademarks are used and/or registered and/or applied for registration.

At the request and at the expense of the Assignee, the Assignor will do all reasonable acts, execute all documents and procure the making of any declarations or oaths necessary or required by law for further effecting the assignment of The Trademarks to the Assignee and assisting the Assignee in recording the assignment of The Trademarks.

This Agreement and Deed of Assignment is governed by the laws of The Kingdom of The Netherlands.

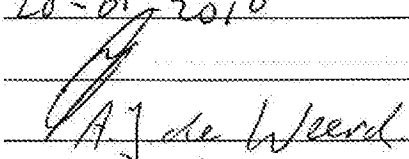
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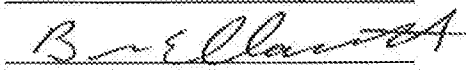
This Agreement and Deed of Assignment has been drawn up and will also serve as proxy for NLO Shieldmark B.V., Anna van Buerenplein 21A, 2595 DA The Hague for the purpose of recording the transfer with the Benelux Office for Intellectual Property, the Office for Harmonization in the Internal Market, World Intellectual Property Organization and the national trademark authorities in United States of America and Canada.

IN WITNESS WHEREOF the authorised representatives of the parties have hereunto set their hands on the day and year first before written.

Lacidem Holding B.V. (Assignor)

Place : Eindhoven NL
Date: 20-01-2016
Signature : 
Full name signatory : A.J. de Weerd
Function signatory : Director

LABORIE Medical Technologies Canada ULC. (Assignee)

Place : Mississauga Ontario
Date: 1-29-2016
Signature : 
Full name signatory : BRIAN ELLACOTT
Function signatory : CEO

Attachment 1

Official registration No.	Title	Case Status	Country	Local Classes	NLO Ref.
0950785	NEXAN (DEVICE)	Registered	Benelux	09,10,44	T30358548X
1212865	NEXAM	Registered	Madrid Agreement (TM)	09,10,44	T3039116MAD
493028	UD2000	Registered	Benelux	09,10	T80199388X
491948	Medical Measurement Systems	Registered	Benelux	09,10	T80199398X
491949	UPS2020	Registered	Benelux	09,10	T80199408X
592835	MMS Medical Measurement Systems (DEVICE)	Registered	Madrid Agreement (TM)	09,10	T8019942MAD
746090	MMS Medical Measurement Systems (DEVICE)	Registered	Canada		T8019943CA
3826721	MMS Medical Measurement Systems (DEVICE)	Registered	United States of America	09,10	T8019944US
000337824	MMS Medical Measurement Systems (DEVICE)	Registered	European Community	09,10	T8019946EM
003195311	pHersaflex	Registered	European Community	09,10,42	T8039654EM
940200	e°SENSE (DEVICE)	Registered	Benelux	09,10,42,44	T8086591BX
1185154	e°SENSE (DEVICE)	Registered	Madrid Agreement (TM)	09,10,42	T8087430MAD
0946155	NEXYZ	Registered	Benelux	10,44	T8087551BX
0950857	NEXAM	Registered	Benelux	09,10,44	T80877408X

TRADEMARK

Exhibit D

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laborie Medical Technologies Canada ULC		06/22/2016	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	Laborie Netherlands B.V.		
Street Address:	Schiphol Boulevard 231		
City:	Schiphol		
State/Country:	NETHERLANDS		
Postal Code:	1118 BH		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3826721	MMS MEDICAL MEASUREMENT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	7083838801		
<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:	7083838801		
Email:	docket@merz-law.com		
Correspondent Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street, Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301		
ATTORNEY DOCKET NUMBER:	24545		
NAME OF SUBMITTER:	Lisa A. Harkins		
SIGNATURE:	/Lisa A. Harkins/		
DATE SIGNED:	06/23/2016		
Total Attachments: 6			
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Deed of assignment and delivery of a trademark

Parties:

LABORIE Medical Technologies Canada ULC,
6415 Northwest Drive, Unit 10
L4V 1X1 Mississauga, Ontario
Canada

hereinafter: "Laborie CA"

and

Laborie Netherlands B.V.
Schiphol Boulevard 231
1118 BH Schiphol
The Netherlands

hereinafter: "Laborie NL"

Whereas:

- LABORIE CA holds the Trademark registrations mentioned in the attachment hereinafter: the Trademarks.
- LABORIE CA wishes to assign the Trademark to LABORIE NL and LABORIE NL wishes to become holder of the Trademarks.
- Parties wish to lay down their agreement on the assignment and delivery of the Trademarks, as well as their mutual rights and obligations in this deed.

Have agreed as follows:

Article 1: Assignment

1. LABORIE CA hereby assigns unconditionally and without any restriction to LABORIE NL and delivers unconditionally and without any restriction to LABORIE NL all rights to the Trademarks for the goods and in the countries mentioned in the attachment, including the priority rights, goodwill, rights arising from the use of the Trademarks and the right to claim damages from third parties and otherwise to take legal action against third parties who infringe upon the rights in the Trademarks, regardless of whether the infringement took place before or after the date of this agreement.
2. LABORIE NL hereby accepts the assignment and delivery of the rights to the Trademarks in consideration of the sum of € 1,00 (one Euro) now paid by the LABORIE NL to LABORIE CA (the receipt whereof LABORIE CA hereby acknowledges).

Article 2: Warranties and liabilities

1. LABORIE CA warrants that it is fully entitled to the Trademarks and that it is authorised to assign the Trademarks. LABORIE CA guarantees that the Trademarks are valid, that the rights to be assigned are not subject to any lien, seizure or license. LABORIE CA agrees to indemnify and hold LABORIE NL harmless from any such claim.
2. At the request and at the expense of the LABORIE NL, LABORIE CA will do all reasonable acts, execute all documents and procure the making of any declarations or oaths necessary or required by law for further effecting the assignment of the Trademarks to LABORIE NL and assisting LABORIE NL in recording the assignment of the Trademarks.

Article 3: Choice of law and jurisdiction

1. This agreement is governed by Dutch law.
2. Any dispute arising in connection with this agreement, including any dispute concerning the existence and validity of this agreement, shall be submitted exclusively to the courts of the Netherlands.

Signed in threefold, of which one copy will serve as proxy for NLO Shieldmark B.V., PO Box 29720, 2502 LS The Hague (NL), for the purpose of registration of the assignment in the appropriate register(s).

LABORIE Medical Technologies Canada ULC.

Laborie Netherlands B.V.



Name **BRIAN ELLACOT**
 Function **DIRECTOR, PRESIDENT**
 Place **MISSISSAUGA, CANADA**
 Date **JUNE 22, 2016**

Name **BRIAN ELLACOT**
 Function **DIRECTOR**
 Place **MISSISSAUGA, CANADA**
 Date **JUNE 22, 2016**

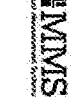

NLO Shieldmark
Trademark portfolio of:
Trademarks portfolio Laborie Medical Technologies Canada ULC.

Vice	Trademark	Country	Owner	Class(es)	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
Sense	e-SENSE (DEVICE)	Benelux	LABORIE Medical Technologies Canada ULC.	09,10,42,44	3-6-2013	10-9-2013	940200	3-6-2023	T30085591BX		Registered
Sense	e-SENSE (DEVICE)	Madrid Agreement (TM)	LABORIE Medical Technologies Canada ULC.	09,10,42	4-10-2013	4-10-2013	1185154	4-10-2023	T3008743GMAD		Registered
		China European Community United States of America Japan	Provisionally refused Registered Registered Refused								
	FLOWTAKER	Benelux	LABORIE Medical Technologies Canada ULC.	09,10,44	17-2-2014	5-6-2014	0959842	17-2-2024	T3008698BX		Registered
	FLOWTAKER	European Community	LABORIE Medical Technologies Canada ULC.	09,10,44	13-11-2014	20-5-2015	013457668	13-11-2024	T3042198EM		Registered
	FLOWTAKER	Madrid Agreement (TM)	LABORIE Medical Technologies Canada ULC.	09,10,44	13-11-2014	13-11-2014	1233833	13-11-2024	T3042194MAD		Registered
		China Japan United States of America	Registered Registered Provisionally refused								
	Medical Measurement Systems	Benelux	LABORIE Medical Technologies Canada ULC.	09,10	27-2-1991	27-2-1991	491948	27-2-2021	T3019939BX		Registered

TRADEMARK

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NLO Shieldmark
Trademark portfolio of:
Laborie Medical Technologies Canada ULC.

TradeMark	Country	Owner	Class(es)	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
 MMMS Medical Measurement Systems (DEVICE)	Canada	LABORIE Medical Technologies Canada ULC.		28-1-1994	2-8-1995	746090	2-8-2026	T8019943CA		Registered
	European Community	LABORIE Medical Technologies Canada ULC.		09-10	24-9-1996	000337624	24-9-2026	T8019946EM		Registered
	Madrid Agreement (TM)	LABORIE Medical Technologies Canada ULC.		09-10	2-10-1992	592935	2-10-2022	T8019942MAJ		Registered
	China	Registered								
	Czech Republic	Not renewed								
	France	Not renewed								
	Hungary	Not renewed								
	Montenegro	Registered								
	Russian Federation	Registered								
	Switzerland	Registered								
Spain	Not renewed									
Poland	Not renewed									
Slovakia	Not renewed									
Germany	Not renewed									
Austria	Not renewed									
Egypt	Registered									
Italy	Not renewed									
Portugal	Not renewed									
Serbia	Registered									
 MMMS Medical Measurement Systems	United States of America	LABORIE Medical Technologies Canada ULC.		09-10	16-3-1994	3826751	3-8-2020	T8019944US		Registered

TRADEMARK

REEL: 005890 FRAME: 0620

NLO Shieldmark
Trademark portfolio of:
Trademark portfolio Laborie Medical Technologies Canada ULC.

Trade- mark	Country	Owner	Class(es)	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
(DEVICE)										
NEXAM	Benelux	LABORIE Medical Technologies Canada ULC.	09,10,44	20-12-2013	9-4-2014	0950857	20-12-2023	T8087740BX		Registered
NEXAM	Madrid Agreement (TM)	LABORIE Medical Technologies Canada ULC.	09,10,44	2-6-2014	2-6-2014	1212865	2-6-2024	T3039116MAD		Registered
exan	Benelux	LABORIE Medical Technologies Canada ULC.	09,10,44	23-1-2014	9-4-2014	0950785	23-1-2024	T3035654BX		Registered
NEXYZ	Benelux	LABORIE Medical Technologies Canada ULC.	10,44	25-10-2013	10-1-2014	0946155	25-10-2023	T8087551BX		Registered
phersatlex	European Community	LABORIE Medical Technologies Canada ULC.	09,10,42	6-6-2003	22-6-2005	003195311	6-6-2023	T8039654EM		Registered

TRADEMARK

REEL: 005890 FRAME: 0624

NLO Shieldmark
Trademark portfolio of:
Laborie Medical Technologies Canada ULC.

Trademark	Country	Owner	Class(es)	Filing Date	Registration Date	Official No.	Next Renewal	Our Ref.	Your ref.	Status
UD2000	Belarus	LABORIE Medical Technologies Canada ULC.	09, 10	27-2-1991	27-2-1991	493028	27-2-2021	T3019938BX		Registered
UPS2020	Belarus	LABORIE Medical Technologies Canada ULC.	09, 10	27-2-1991	27-2-1991	491949	27-2-2021	T3019940BX		Registered
ZANDORPH	Belarus	LABORIE Medical Technologies Canada ULC.	09, 10, 44	24-2-2015	19-5-2015	0971377	24-2-2025	T3044636BX		Registered
ZANDORPH	European Community	LABORIE Medical Technologies Canada ULC.	09, 10, 44	29-5-2015	29-9-2015	014181572	29-5-2025	T3046349EM		Registered
ZANDORPH	Madrid Agreement (TM)	LABORIE Medical Technologies Canada ULC.	09, 10, 44	17-8-2015	17-9-2015	1271173	17-8-2025	T3046345MAD		Registered
	China									Pending
	Japan									Pending
	United States of America									Provisionally refused