

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402170

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.		11/12/2014	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	MMS Holding B.V.		
Street Address:	Colosseum 25		
City:	Enschede		
State/Country:	NETHERLANDS		
Postal Code:	7521 PV		
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:	+1.978.463.9100		
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		
NAME OF SUBMITTER:	Rebecca S. Lessard		
SIGNATURE:	/Rebecca S. Lessard/		
DATE SIGNED:	10/17/2016		
Total Attachments: 6			
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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



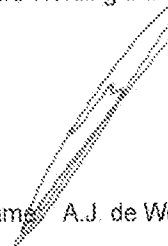
Name: A.J. de Weerd

Function: President

Place: Enschede

Date: Nov 12, 2014

MMS Holding BV



Name: A.J. de Weerd

Function: President

Place: Enschede

Date: Nov 12, 2014

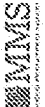

ATTACHMENT 1

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
eSense	eSENSE (DEVICE)	Benelux	Lacidem Holding B.V.	09, 10, 42, 44	3-6-2013	10-9-2013	940260	3-6-2023	78035501BX		Registered
eSense	eSENSE (DEVICE)	Madrid Agreement (TM)	Lacidem Holding B.V.	09, 10, 42	4-10-2013	4-10-2013	1185164	4-10-2023	780357430MAD		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.	06, 10, 44	17-2-2014	5-6-2014	0953642	17-2-2024	78035598BX		Registered
		Benelux	Lacidem Holding B.V.	06, 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

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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	T8019342MAD		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	T8019344US		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	T303316MAD		Registered
		European Community Japan	Registered Registered								



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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

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