

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMS Holding B.V.		04/09/2015	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:	+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		
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:	10/17/2016		

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Total Attachments: 8

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DATED *29* 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*
 Title: *Directeur*



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 Title: *Directeur*

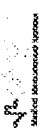
Medical Measurement Systems B.V.

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. 	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.

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

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