

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larson Medical Products, Inc.		09/01/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Klarity Medical Products, LLC		
Doing Business As:	Klarity Medical USA		
Street Address:	1987 Coffman Road		
City:	Newark		
State/Country:	OHIO		
Postal Code:	43055		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3852624	KLARITY	
Registration Number:	3852853	KLARITY GREEN	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	614 462-5400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown / JJN - PF		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Jeffrey J. Nein		
SIGNATURE:	/JJN/		
DATE SIGNED:	10/19/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 1, 2013 is made by Larson Medical Products, Inc. ("**Assignor**"), a Delaware corporation, located at 2844 Banwick Road, Columbus, Ohio 43232, in favor of Klarity Medical Products, LLC ("**Assignee**"), a Delaware limited liability company, doing business as Klarity Medical USA, located at 1987 Coffman Road, Newark, Ohio 43055

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, certain trademark registrations of Assignor in exchange for the consideration as set forth herein, and has agreed to execute and deliver this Trademark Assignment to memorialize the same and for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office ("**USPTO**");

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. General.

(a) Entire Agreement. This Trademark Assignment, and all related schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

Larson Medical Products, Inc.

By: 

Name: Peter M. Larson
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

Klarity Medical Products, LLC

By: 

Name: Peter M. Larson
Title: Chairman

SCHEDULE 1

ASSIGNED TRADEMARKS

KLARITY – U.S. Registration No. 3,852,624

KLARITY – WIPO Registration No. 1,039,370

KLARITY GREEN – U.S. Registration 3,852,853