

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM413621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kingston Respiratory 102 LLC		10/03/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kingston Respiratory Consumables LLC		
<b>Street Address:</b>	1 Becton Drive		
<b>Internal Address:</b>	MC 091		
<b>City:</b>	Franklin Lakes		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07417		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1053584	TRI-FLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6144496642		
<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>	6144496642		
<b>Email:</b>	mtrue@ustrademarklawyer.com		
<b>Correspondent Name:</b>	Joseph R. Dreitler		
<b>Address Line 1:</b>	19 East Kossuth St., 19 E Kossuth St.		
<b>Address Line 4:</b>	Columbus, OHIO 43206		
<b>NAME OF SUBMITTER:</b>	Mary R True		
<b>SIGNATURE:</b>	/Mary R True/		
<b>DATE SIGNED:</b>	01/25/2017		
<b>Total Attachments: 5</b>			
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## **ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated October 3, 2016, is entered into by Kingston Respiratory 102 LLC, a company organized under the laws of the State of Delaware having its principal place of business located at 1 Becton Drive, MC 091, Franklin Lakes, New Jersey 07417 ("Assignor"), and Kingston Respiratory Consumables LLC, a company organized under the laws of the State of Delaware, with a place of business at 1 Becton Drive, MC 091, Franklin Lakes, New Jersey 07417 ("Assignee").

### **R E C I T A L S:**

WHEREAS, Assignor is the owner of those certain trademark and service mark registrations and applications, listed on Schedule A attached hereto and made a part hereof (the "Trademarks").

WHEREAS, pursuant to the Securities Purchase Agreement among Ariel EquityCo LP, Kingston Respiratory Corp. and Becton, Dickinson and Company dated as of March 7, 2016, and in connection with certain business restructurings as provided for therein, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby conveys, assigns, transfers and delivers to Assignee and its successors and assigns, its entire right, title and interest throughout the world in, to and under the Trademarks and (i) all adaptations, derivations and combinations thereof, (ii) all related common-law rights and goodwill associated with and symbolized by the Trademarks, and (iii) in each case together with all rights and remedies, in law and in equity, against past, present, and future infringement or other violation thereof. Assignee and its successors and assigns shall hold the rights in and to each of the foregoing as fully and exclusively as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes and requests the Commissioner for Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Trademarks, as applicable, and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor agrees to take, at Assignee's expense, such further action and execute such additional documents as reasonably requested by Assignee to perfect Assignee's title in and to the Trademarks and to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

The rights and obligations of Assignor and Assignee shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

Kingston Respiratory 102 LLC

By: [Signature]

Name: Joseph LaSala

Title: Assistant Secretary

STATE OF NY

COUNTY OF Orange

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On Sept 28, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared Joseph LaSala, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Assistant Secretary of Kingston Respiratory 102, LLC, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

[Signature]

Notary Public

My Commission expires on: \_\_\_\_\_

KATHLEEN MONESTERI  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2419005  
My Commission Expires 3/26/2017

Accepted by:

Kingston Respiratory Consumables LLC

By: [Signature]

Name: Joseph LaSala

Title: Assistant Secretary

STATE OF NY

COUNTY OF Beque

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On Sept. 28, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared Joseph LaSala, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Assistant Secretary of Kingston Respiratory Consumables LLC, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

My Commission expires on: \_\_\_\_\_

[Signature]  
Notary Public

KATHLEEN MONESTERI  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2419005  
My Commission Expires 3/28/2017

**SCHEDULE A**  
**Kingston Respiratory 102 LLC to Kingston Respiratory Consumables LLC**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
TRI-FLO	United States		1053584