

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vidacare LLC		02/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Teleflex Medical Devices S.à r.l.		
Street Address:	560A, Rue de Neudorf		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2220		
Entity Type:	Private Limited Liability Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4016519	DEFINING THE FIELD OF INTRAOSSEOUS MEDIC	
Registration Number:	4652334		
Registration Number:	4183350	EZ-IO	
Registration Number:	4281645	EZ-IO HANDS-ON LAB EXPERIENCE	
Registration Number:	4443522	EZ-STABILIZER	
Registration Number:	4281738	IMMEDIATE VASCULAR ACCESS...WHEN YOU NEE	
Registration Number:	3822270	ONCONTROL	
Registration Number:	4284970	ONCONTROL	
Registration Number:	4429314	T.A.L.O.N. BY VIDACARE	
Registration Number:	3825808	VIDACARE	
Registration Number:	3822577	VIDACARE	
Registration Number:	4229079	VIDACARE	
Registration Number:	2921433	VIDACARE	
Registration Number:	3825593	VIDACARE	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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>			

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Phone: 215.568.3100
Email: BHIPDocket@bakerlaw.com
Correspondent Name: Kevin M. Bovard, Baker & Hostetler LLP
Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre, 12th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19104

NAME OF SUBMITTER: Kevin M. Bovard

SIGNATURE: /Kevin M. Bovard/

DATE SIGNED: 03/17/2017

Total Attachments: 8

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U.S. Intellectual Property Assignment

This U.S. Intellectual Property Assignment (“IP Assignment”) is executed, acknowledged and delivered by Vidacare LLC, a Delaware limited liability company with an address of 550 E. Swedesford Road, Suite 400, Wayne, PA 19087 (“Assignor”), in accordance with, and pursuant to the terms and conditions of the Master Framework Intellectual Property Purchase Agreement dated as of February 13, 2017 (“Purchase Agreement”) between Assignor, as Seller, and Teleflex Medical Devices S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (registered number B 185.177) with its registered office at 560A, rue de Neudorf, L-2220 Luxembourg, Grand-Duchy of Luxembourg (“Assignee”), as Buyer. Capitalized terms used herein and not expressly defined will have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor owns legal title to Assigned IP (as defined below);

WHEREAS, Assignor desires to assign to Assignee the legal title to the Assigned IP;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor has sold, assigned, transferred and set over, and by these presents does hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “Assigned IP”):

(i) the patent(s) and patent application(s) identified in Attachment 1 attached hereto (“Listed Patents”), together with any patent(s) issuing on any such patent application;

(ii) each patent and patent application to which any of the any of the Listed Patents claims priority, for which any of the Listed Patents forms a basis for priority, that were co-owned applications that incorporate by reference the Listed Patents, or which are subject to a terminal disclaimer with any of the Listed Patents;

(iii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any patent(s) or patent application(s) identified in clause (i) or clause (ii) above, with each patent and patent application described in clauses (i), (ii), and (iii) collectively referred to as the “Assigned Patents”;

(iv) all subject matter, and each invention, claimed or disclosed in each of the Assigned Patents and all embodiments of such subject matter and inventions;

(v) all trademarks, service marks, trade dress, trade names, corporate names, logos, Internet domain names and slogans (and all translations, adaptations, derivations and combinations of the foregoing) owned by, licensed to, or otherwise acquired or used or held for use by Assignor, including the trademarks identified in Attachment 2;

(vi) 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; and

(vii) to the extent they exist, any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, 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.

Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. Assignor also authorizes and requests the attorney or agent of record to insert on this IP Assignment any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Counterparts. This IP 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 IP 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 IP Assignment.

Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

VIDACARE LLC

By: 

Name: John Deren

Title: Vice President

TELEFLEX MEDICAL DEVICES S.À R.L.

By: 

Name: Jacob P. Elguéze

Title: Category A Manager

Attachment 2

Assigned U.S. Trademarks

Mark/Name	Registration No.	Registration Date	Full Goods/Services
DEFINING THE FIELD OF INTRAOSSEOUS MEDICINE	4016519	August 23, 2011	(Int'l Class: 42) design and development of emergency medical instruments and devices used to access bone marrow
Design Only	4652334	December 9, 2014	(Int'l Class: 10) medical instrument, namely, an intraosseous access system comprising a needle and a locating and stabilizing structure for accessing bone marrow cavity in order to administer blood transfusions, medicines, and fluids through the bone marrow
EZ-IO and Design	4183350	July 31, 2012	(Int'l Class: 10) medical instrument, namely, powered intraosseous access system, namely, comprising a needle and powered driver used to access bone marrow cavity in order to administer blood transfusions, medicines, and/or fluids through the bone marrow
EZ-IO HANDS-ON LAB EXPERIENCE and Design	4281645	January 29, 2013	(Int'l Class: 41) medical teaching and training of medical personnel utilizing cadaver laboratories to demonstrate and offer training for usage of vascular medical devices, surgical techniques, and related anatomy
EZ-STABILIZER	4443522	December 3, 2013	(Int'l Class: 10) medical device, namely, adhesive tape for secure placement of intraosseous needle set

Mark/Name	Registration No.	Registration Date	Full Goods/Services
IMMEDIATE VASCULAR ACCESS...WHEN YOU NEED IT.	4281738	January 29, 2013	(Int'l Class: 41) training in the use and operation of medical instruments and devices used to access bone marrow
ONCONTROL	3822270	July 20, 2010	(Int'l Class: 10) medical devices and apparatus for use in performing aspiration of bone marrow and other bodily fluids or tissues, namely, aspiration needles, powered drivers, containment materials, specimen containers, connectors, and kits containing one or more of these items; medical devices and apparatus for use in performing biopsies of bone, bone marrow and other bodily fluids or tissues, namely, biopsy needles, core needles, powered drivers, containment materials, specimen containers, connectors, and kits containing one or more of these items; medical devices and apparatus, namely, needles and powered driver used to access bone marrow cavity in order to administer chemo-therapeutic agents and stem cell transfusions directly into the interosseous space

Mark/Name	Registration No.	Registration Date	Full Goods/Services
ONCONTROL and Design	4284970	February 5, 2013	(Int'l Class: 10) medical devices and apparatus for use in performing aspiration of bone marrow, namely, aspiration needles, powered drivers, containment apparatus, specimen containers, connectors, and kits containing one or more of these items, sold as a unit; medical devices and apparatus for use in performing biopsies of bone, bone marrow, namely, biopsy needles, core needles, powered drivers, containment apparatus, specimen containers, connectors, and kits containing two or more of these items, sold as a unit; medical devices and apparatus, namely, needles and powered driver used to access bone marrow cavity
T.A.L.O.N. BY VIDACARE and Design	4429314	November 5, 2013	(Int'l Class: 10) medical instrument, namely, an intraosseous access system comprising a manually-drivable needle and a locating and stabilizing structure for accessing bone marrow cavity in order to administer blood transfusions, medicines, and fluids through the bone marrow
VIDACARE	3825808	July 27, 2010	(Int'l Class: 10) medical instruments for use in biopsying and aspirating bone and bone marrow in connection with diagnostic and therapeutic procedures in the fields of oncology and stem cell applications

Mark/Name	Registration No.	Registration Date	Full Goods/Services
VIDACARE	3822577	July 20, 2010	(Int'l Class: 10) medical instruments for use in accessing bone to install wires, inject bone cement and other materials associated with fixation and restoration procedures in the fields of vertebroplasty, spinal surgery, and orthopedic surgery
VIDACARE	4229079	October 23, 2012	(Int'l Class: 41) medical teaching and training of medical personnel utilizing cadaver laboratories to demonstrate and offer training for usage of vascular medical devices, surgical technique, and related anatomy
VIDACARE	2921433	January 25, 2005	(Int'l Class: 10) surgical, medical, dental and veterinary instruments, namely, needles used to infuse drugs and fluids into the bone marrow and thereby into the circulatory system, all of the foregoing used in the treatment of emergency conditions where intravenous access to the circulatory system is not readily available
VIDACARE	3825593	July 27, 2010	(Int'l Class: 10) medical instruments for use in providing access to a patient's vascular system for therapeutic procedures in the fields of hematology, oncology, and anesthesiology