

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THOMSON RESEARCH ASSOCIATES INTERNATIONAL LIMITED		12/16/2016	Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fusion Research Associates, Inc.		
<b>Street Address:</b>	49 Gervais Drive		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M3C 1Y9		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3745690	S SILPURE A THOMSON RESEARCH TECHNOLOGY	
<b>Registration Number:</b>	3403027	SILPURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	6123325300		
<b>Email:</b>	mmorris@merchantgould.com		
<b>Correspondent Name:</b>	Scott W. Johnston		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	07933.0799US01		
<b>NAME OF SUBMITTER:</b>	Scott W Johnston		
<b>SIGNATURE:</b>	/SWJ/		
<b>DATE SIGNED:</b>	03/28/2017		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement"), effective as of December 16, 2016 (the "Effective Date"), is by and between THOMSON RESEARCH ASSOCIATES INTERNATIONAL LIMITED, an Ireland Private Company Limited by Shares, ("Assignor"), and FUSION RESEARCH ASSOCIATES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee, and certain other parties thereto, have entered into a certain ASSET PURCHASE AGREEMENT, dated as of December 8, 2016 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and the Intellectual Property Assets, as more fully described in the Purchase Agreement, on the terms and subject to the conditions set forth in the Purchase Agreement, which Intellectual Property Assets includes the Intellectual Property set forth in Schedule I attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Trademarks. Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, all rights, title and interests in and to trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing ("Trademarks"), including any and all common law rights, the goodwill of its business symbolized by the Trademarks, and all rights of action accrued and to accrue under and by virtue thereof, including without limitation, the right to sue and recover for past infringement.
  
2. Patents. (a) Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers and agrees to sell, assign, transfer, convey and deliver to Assignee, free and clear of all encumbrances (other than Permitted Encumbrances), all of Assignor's right, title and interest in and to the patents and the inventions covered thereby ("Patents") along with (i) any and all applications and registrations therefor, and all improvements, divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions, extensions or renewals thereof, foreign counterparts, and the inventions covered thereby, , and (ii) all rights to causes of action and remedies pertaining to the Patents, including without limitation the right to sue and recover for past, present or future infringement or violation of rights related to the foregoing, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patents, and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Patents. Assignor hereby covenants and agrees to provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, invention records and other documentation and

testifying as to any facts as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (b) prosecution or defense of any cancellation, interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; and (c) implementation, perfection and/or recording of this Assignment and designating Assignee as owner of the Patents.

3. Trade Secrets. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers and agrees to sell, assign, transfer, convey and deliver to Assignee, free and clear of all encumbrances (other than Permitted Encumbrances), all of Assignor's right, title and interest in and to inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein ("**Trade Secrets**") along with all files and records relating to the Trade Secrets and the protection thereof, and all rights to causes of action and remedies pertaining thereto the Trade Secrets, including without limitation the right to sue and recover for past, present or future misappropriation or violation of rights related thereto.

4. Copyrights. Assignor hereby irrevocably conveys, assigns, transfers, sells and delivers and agrees to convey, assign, transfer, sell and deliver to Assignee, its successors and assigns, free and clear of all encumbrances (other than Permitted Encumbrances), its entire right, title and interest of every kind and character throughout the world in and to works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, to the extent assignable, and all registrations, applications for registration and renewals of such copyrights ("**Copyrighted Works**"), including without limitation: all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign registrations which have been or may be granted thereon and all applications therefor; all renewal rights related thereto; all rights to exploit or utilize in any manner the Copyrighted Works in any medium now known or hereafter devised; all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringement or violation of rights related to the Copyrighted Works, including, without limitation, the right to compromise, sue for and collect such profits and damages; and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

5. Domain names. Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest throughout the world in and to internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs ("**Domain Names**"), including without limitation, any and all legal actions and rights and remedies at law or in equity for past, present or future infringements, misappropriations, or other violations of the Domain Names, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Assignor hereby authorizes and requests the applicable registration authority to transfer the Domain Names from Assignor to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the Domain Names electronically from Assignor's account to Assignee's account

and servers, including, without limitation, executing and delivering to Assignee such documents and taking such actions as reasonably requested by Assignee to register, evidence or perfect Assignee's rights under this Assignment. With respect to applicable Domain Names registered by Assignor's distributors, Assignor will secure assignments and transfers of such Domain Names to Assignee consistent with the terms of this Agreement.

6. Residual. Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest throughout the world to software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; semiconductor chips and mask works; and royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any other Intellectual Property not included in the above categories.

7. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be reasonably necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Intellectual Property and other rights conveyed herewith, including short-form assignments or documentation requested or required by government or other registration authorities.

8. Assignor hereby requests the governmental or other registration authority in any applicable nation or jurisdiction to record this Assignment, or short-forms thereof, as to the assigned Intellectual Property herein referred to.

9. This Assignment, the Purchase Agreement and the schedules, exhibits and annexes hereof and thereof contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all previous written or oral negotiations, commitments, understandings and writings. To the extent any provision of this Assignment is inconsistent with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.

10. This Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without regard to the conflicts of laws principles thereof.

11. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Intellectual Property.

12. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

*[Rest of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**THOMSON RESEARCH  
ASSOCIATES INTERNATIONAL  
LIMITED**

By: *[Signature]*

Name: *John Barasnik*  
Title: *Managing Director*

**FUSION RESEARCH ASSOCIATES  
INC.**

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties have  
executed this Agreement to be effective as of the  
Effective Date.


THOMSON RESEARCH  
ASSOCIATES INTERNATIONAL  
LIMITED

By: \_\_\_\_\_

Name:

Title:

FUSION RESEARCH ASSOCIATES  
INC.

By:  \_\_\_\_\_

Name: Joe Lyons

Title: Secretary



IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:  
THOMSON RESEARCH  
ASSOCIATES INTERNATIONAL  
LIMITED

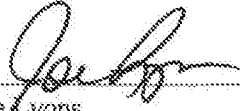
By: *Peter Barthel*  
Name: *Peter Barthel*  
Title: *Human Resources*

Accepted by:

ASSIGNEE:

FUSION RESEARCH ASSOCIATES INC.

By: \_\_\_\_\_



Name: Joe Lyons

Title: Secretary

{Signature Page to Intellectual Property Assignment Agreement}

TRAIL Intellectual Property Assignment  
TRAIL-FRAI

Schedule 1

Trademarks

SILPURE Trademarks

Registrant	Jurisdiction	Trademark	Registration Application No.	Registration No.	Expiry Date
TRAIL	USA	SILPURE	78/620353	3403027	Mar 25, 2018
TRAIL	USA	SILPURE & Design	77/103944	3745690	Feb 9, 2020

Patents

Applicant	Jurisdiction	Application Serial No.	Inventor(s)	Filing Date	Publication No	Publication Date	Title
TRAIL	European Union	EP 2005-805726.6	K. Schroeder, S. Jagannathan, B. Aylward, Y. Chang, M. Fornalik, Y. Lerat, P. Walsh, J. Budz	9/23/2005	EP1793861A	5/23/2006	Antimicrobial silver halide composition