

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Intellectual Property Agreement
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cook Incorporated		05/05/2017	Corporation: ILLINOIS
COOK MEDICAL TECHNOLOGIES LLC		05/05/2017	Limited Liability Company: INDIANA
COOK MEDICAL LLC		05/05/2017	Limited Liability Company: INDIANA

## RECEIVING PARTY DATA

<b>Name:</b>	IZI Medical Products, LLC
<b>Street Address:</b>	1 East Wacker Drive, Suite 400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3532472	VERTEFIX
Registration Number:	2984201	DURO-JECT
Registration Number:	3259525	OSTEO-FORCE
Registration Number:	2450167	OSTEO-SITE
Registration Number:	3259524	OSTEO-RX

## CORRESPONDENCE DATA

## Fax Number:

*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.*

Phone: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Becky L. Troutman

Address Line 1: 101 California Street

Address Line 2: Winston &amp; Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111-5840

CH \$140.00 3532472

<b>ATTORNEY DOCKET NUMBER:</b>	015914.2
<b>NAME OF SUBMITTER:</b>	Becky Troutman
<b>SIGNATURE:</b>	/Becky Troutman by trademarkny/
<b>DATE SIGNED:</b>	05/15/2017

**Total Attachments: 12**

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**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT** ("Agreement"), dated as of the 5<sup>th</sup> day of May, 2017 (the "Effective Date"), by and among IZI Medical Products, LLC, a Delaware limited liability company ("Assignee"), Cook Medical LLC, an Indiana limited liability company ("Medical"), Cook Incorporated, an Indiana corporation ("Incorporated"), and Cook Medical Technologies LLC, an Indiana limited liability company ("Technologies" and together with Medical and Incorporated, "Assignors", and each individually an "Assignor").

**WITNESSETH:**

**WHEREAS**, Assignee and Assignors have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement");

**WHEREAS**, pursuant to the terms and subject to the conditions of the Purchase Agreement, each Assignor desires to assign and transfer to Assignee all worldwide right, title and interest, to the Products Intellectual Property and certain rights and obligations of such Assignor under certain Assumed Contracts related to the Products Intellectual Property; and

**WHEREAS**, capitalized terms used herein, but not otherwise defined, shall have the meanings specified in the Purchase Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, each Assignor hereby agrees as follows:

**Section 1.01. Assignment.** As of the Effective Date, each Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns any and all of such Assignor's worldwide right, title and interest in and to (i) the names "Murphy Needle", "Murphy", "Murphy M2", "Duro-Ject", "Osteo-Site", "Osteo-Force", Osteo-RX, "Vertefix" and any logos relating solely to any such name and other Intellectual Property which is exclusively connected to, or used exclusively in connection with, the Products, including the Products Intellectual Property identified on Schedule 1.1(d) to the Purchase Agreement, a copy of which is attached as Exhibit A, and all goodwill associated with any of the foregoing (collectively, the "Assigned IP"); and (ii) to and under certain Assumed Contracts set forth on Schedule 1.1(a) to the Purchase Agreement, and Assignee hereby accepts such assignment. Each Assignor further hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of such Assignor's rights to file patent, copyright, trademark, domain name and social media applications in the United States and throughout the world for the Assigned IP in the name of Assignee, its successors and assigns. Each Assignor further hereby sells, transfers, assigns, sets over and conveys to Assignee, and Assignee's successors and assigns, all proceeds to infringement suits and suits for other violations of the Assigned IP, the right to sue for present and future infringements and other violations of, and all rights corresponding thereto throughout the world for, the Assigned IP.

**Section 1.02.** **Acceptance.** As of the Effective Date, Assignee hereby accepts and assumes the assignment and transfer of (i) the Products Intellectual Property identified on Schedule 1.1(d) to the Purchase Agreement and (ii) the Assumed Contracts set forth on Schedule 1.1(a) to the Purchase Agreement, and agrees to assume and pay or perform any Assumed Liabilities in connection therewith when such payment or performance is required, but only to the extent the obligation or liability initially occurs after the Effective Date; provided, however, if any of the Assumed Contracts is not assignable or transferable without the consent of a party which was not obtained by the Assignors prior to the Effective Date, only if and to the extent Assignee shall receive the benefits of such Assumed Contract after the Effective Date.

**Section 1.03.** **No Assumption of Liabilities.** Assignee expressly does not, and shall not, assume or agree to assume, pay, satisfy, discharge, perform or be responsible for in any manner and shall not, by virtue of the execution and delivery of this Agreement, be deemed to have assumed or to have agreed to pay, satisfy, discharge or perform or be responsible for in any manner, any liabilities, obligations or commitments of the Assignors of any nature whatsoever whether direct or indirect, known or unknown, choate or inchoate, absolute, fixed, contingent or otherwise and whether or not disclosed to Assignee, other than the Assumed Liabilities specifically assumed by Assignee under the Purchase Agreement.

**Section 1.04.** **Further Assurances.** Each Assignor shall provide the Assignee, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1 above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Agreement without cost to any Assignor. Each Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Agreement or such documentation in any jurisdiction throughout the world, and such Assignor shall reasonably cooperate therewith. Each Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the Assignee in writing.

**Section 1.05.** **Governing Agreement.** This Agreement is expressly made subject to the terms and provisions of the Purchase Agreement. This Agreement shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

**Section 1.06.** **Successors and Assigns.** The provisions of this Agreement shall bind the Assignors and their respective successors and permitted assigns and inure to the benefit of Assignee and its successors and permitted assigns.

**Section 1.07.** **Interpretation.** Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard

to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

**Section 1.08.**     **Execution in Counterparts.** This Agreement may be executed in one or more counterparts (including by means of emailed or telecopied signature pages), all of which taken together shall constitute one and the same instrument.

**Section 1.09.**     **Governing Law.** This Agreement shall be exclusively interpreted and governed by the Laws of the State of Delaware, without regard to its conflict of law provisions. The parties hereby irrevocably consent and voluntarily submit in any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby to personal jurisdiction in the State of Delaware in and by the federal, state and local courts located in the State of Delaware, and agree that they may be served with process in any such action by certified or registered mail, return receipt requested, as provided in Section 10.3 of the Purchase Agreement, or to their respective registered agents for service of process in the state of their incorporation or formation, as applicable.


**Section 1.10.**     **Amendment.** This Agreement may be amended or modified only by a written instrument executed by the Assignors and Assignee.

**[Signature Page Follows]**

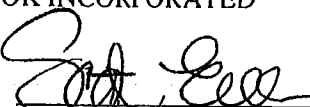
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

**"ASSIGNORS"**

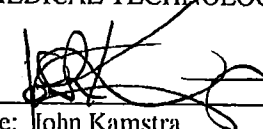
COOK MEDICAL LLC

By:   
Name: Peter Yonkman  
Title: President

COOK INCORPORATED

By:   
Name: Scott Eells  
Title: Chief Operating Officer and Executive Vice President

COOK MEDICAL TECHNOLOGIES LLC

By:   
Name: John Kamstra  
Title: Secretary - Treasurer

**"ASSIGNEE"**

IZI MEDICAL PRODUCTS, LLC

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

**"ASSIGNORS"**

COOK MEDICAL LLC

By: \_\_\_\_\_  
Name:  
Title:

COOK INCORPORATED


By: \_\_\_\_\_  
Name:  
Title:

COOK MEDICAL TECHNOLOGIES LLC

By: \_\_\_\_\_  
Name:  
Title:

**"ASSIGNEE"**

IZI MEDICAL PRODUCTS, LLC

By:  \_\_\_\_\_  
Name: Don Pierce  
Title: Chairman

**Exhibit A**

**Assigned IP**

See Attached.



Products Intellectual Property

Description of Intellectual Property	Publication Number and Date	Application Number and Date	Type of Intellectual Property	Jurisdiction	Designation	Owner	Security Interest Assignments
Cement delivery needle	US6749595B1	09/594,167	Patent	United States		Kieran Murphy, MD <sup>1</sup>	None.
	5/27/2004	6/15/2000					
Needle control device	US6752791B2	10/285,889	Patent	United States		CMT LLC and Kieran Murphy, MD <sup>2</sup>	
	6/3/2004	11/1/2002					
Method and apparatus for strengthening vertebral bodies	US6488667B1	09/594,151	Patent	United States		Kieran Murphy, MD <sup>3</sup>	
	11/14/2002	6/15/2000					
	US6273916B1	09/425,480	Patent	United States		Kieran Murphy, MD <sup>4</sup>	
	8/14/2001	10/22/1999					
US7563265B1	09/594,685	Patent	United States		Kieran Murphy, MD <sup>5</sup>		
7/21/2009	6/16/2000						
	CA2287112C	CA2287112	Patent	Canada		Kieran Murphy, MD <sup>6</sup>	
	2/19/2008	10/22/1999					

<sup>1</sup> Subject to January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.  
<sup>2</sup> Subject to November 8, 2004 Assignment and Royalty Agreement between Dr. Murphy and Cook Incorporated.  
<sup>3</sup> Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.  
<sup>4</sup> Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.  
<sup>5</sup> Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.  
<sup>6</sup> Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.

Apparatus for Taking a Biopsy in a Hard Tissue	US6450973B1 9/17/2002	09/596,078 06/16/2000	Patent	United States		Kieran Murphy, MD <sup>7</sup>
	US6916308B2 6/22/2005	09/875,532 6/6/2001	Patent	United States		CMT LLC
High pressure injection syringe	US7604618B2 9/30/2009	11/166,915 6/23/2005	Patent	United States		CMT LLC
	US7722090B2 5/5/2010	10/594,181 11/27/2007	Patent	United States		CMT LLC
Method and apparatus for an improved luer fitting connection	CA2561187C 5/28/2013	2561187 3/24/2005	Patent	Canada		CMT LLC
	EP1735045B1 1/11/2012	5729928.1 3/24/2005	Patent	European Union		
					Denmark	CMT LLC
					Germany	CMT LLC
					Ireland	CMT LLC
					Italy	CMT LLC
					Netherlands	CMT LLC
					United Kingdom	CMT LLC

<sup>7</sup> Subject to the January 1, 2002 License Agreement between Dr. Murphy and Cook Incorporated.

	JP4968607B2 7/4/2012	2007505233 3/24/2005	Patent	Japan	CMT LLC	
Apparatus for an improved high pressure medicinal dispenser	US8372030B2 1/23/2013	10/593,949 10/12/2007	Patent	United States	CMT LLC	
	AU2005231716B2 8/5/2010	2005231716 3/24/2005	Patent	Australia	CMT LLC	
	USD517209 2/22/2006	29/202,141 3/26/2004	Patent	United States	CMT LLC	
Luer fitting connector	USD511211 10/12/2005	29/202,488 3/31/2004	Patent	United States	CMT LLC	
Description of Intellectual Property VERTTEFIX	3,532,472 November 11, 2008	Trademark	United States European Union Japan South Korea Switzerland Australia	Cook Incorporated	None.	
	2557932 June 18, 2003					
	4606514 September 20, 2002					
	557, 859 August 29, 2003					
	498128 April 23, 2002					
	901999 August 19, 2002					



OSTEO-SITE	2,450,167 May 8, 2001	Trademark	United States	Cook Incorporated			
	827928 August 4, 2000					Australia	
	556973 January 28, 2002					Canada	
	1547975 April 6, 2001					European Union	
	4475281 May 18, 2001					Japan	
	497332 July 11, 2001					South Korea	
	493454 January 7, 2002					Switzerland	
	3,259,524 July 3, 2007					United States	Cook Incorporated
	695,855 September 7, 2007					Canada	
	5230784 June 5, 2007					European Union	
5013247 December 22, 2006	Japan						
550511 July 28, 2006	Switzerland						
1126729 July 28, 2006	Australia						
N/A	N/A	Cook Incorporated					
MINIMIX	Unregistered Trademark	N/A	None.				

## **License and Royalty Agreements**

License Agreement, dated May 1, 2006, by and between ArthroCare Corporation and Cook Incorporated, for a license grant to sell certain ArthroCare products for a quarterly royalty payment of four (4%) percent of Cook's net sales of the certain licensed products (the "ArthroCare Agreement").

License Agreement, effective January 1, 2002, by and between Kieran Murphy, M.D. and Cook Incorporated for a license grant for certain patent and technology rights in exchange for a five (5%) percent royalty payment of net sales of licensed products and combination products, plus a three (3%) percent royalty payment of net sales of bone cement as a component of a kit containing pieces of surgical equipment used to perform vertebroplasty, but does not include any licensed products.

Assignment and Royalty Agreement, dated November 8, 2004, by and between Cook Incorporated and Kieran Murphy, for the transfer of ownership of a certain bone cement injector product, Cook catalog # Duro 100 (200) in exchange for royalty payments of three (3%) percent of net sales of the products.