

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APONOS MEDICAL CORP		04/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UNITED STATES ENDOSCOPY GROUP, INC.		
Street Address:	5976 HEISLEY ROAD		
City:	MENTOR		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87314267	PADLOCK CLIP	
Serial Number:	87314270	LOCK-IT	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	rfalk@calfee.com, ipdocket@calfee.com		
Correspondent Name:	CALFEE, HALTER & GRISWOLD LLP		
Address Line 1:	THE CALFEE BUILDING		
Address Line 2:	1405 EAST SIXTH STREET		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	22344.04555		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	05/24/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and delivered effective as of the 26th day of April, 2017 (the "Effective Date"), by and between Aponos Medical Corp, a Delaware corporation having an address of 17 Route 125, Building A, Unit 7, Kingston, NH 03848 ("Assignor") and United States Endoscopy Group, Inc., an Ohio corporation having an address of 5976 Heisley Road, Mentor, OH 44060 ("Assignee").

WHEREAS, Assignor, Assignee, and others are parties to the Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement") (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's right, title and interest in and to all Business Intellectual Property, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, 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 I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 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, 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 Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Trademarks. 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.

4. 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.

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

6. 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, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

APONOS MEDICAL CORP

By: _____
 Name: _____
 Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

Before me on the date identified above personally appeared _____, to me known to be the person named above and authorized to sign on behalf of APONOS MEDICAL CORP, who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

 Notary Public

SEAL

My commission expires: _____

ASSIGNEE:

UNITED STATES ENDOSCOPY GROUP, INC.

By: *Ronald E. Snyder*
 Name: Ronald E. Snyder
 Title: Secretary

STATE OF OHIO)
) ss.
 COUNTY OF LAKE)

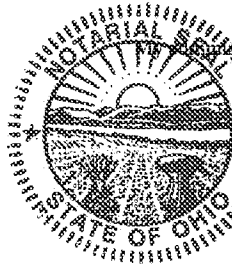
Before me on the date identified above personally appeared Ronald E. Snyder, to me known to be the person named above and authorized to sign on behalf of UNITED STATES ENDOSCOPY GROUP, INC., who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

Judith Hunter
 Notary Public

Notary Public

SEAL

My commission expires: _____



Judith Hunter
 Notary Public, STATE OF OHIO
 My Commission Expires October 4, 2021
 Recorded in Lake County, Ohio

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

APONOS MEDICAL CORP

UNITED STATES ENDOSCOPY GROUP, INC.

By: [Signature]
Name: DENIS LABOMBAED
Title: DIRECTOR

By: _____
Name: _____
Title: _____

STATE OF MA)
COUNTY OF Essex) ss.

STATE OF _____)
COUNTY OF _____) ss.

Before me on the date identified above personally appeared Denis Labombard, to me known to be the person named above and authorized to sign on behalf of APONOS MEDICAL CORP, who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

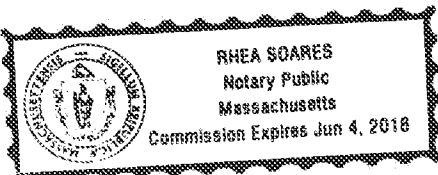
Before me on the date identified above personally appeared _____, to me known to be the person named above and authorized to sign on behalf of UNITED STATES ENDOSCOPY GROUP, INC., who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public

Notary Public

SEAL My commission expires: June 4, 2018

SEAL My commission expires: _____




SCHEDULE I - TRADEMARKS

Pending U.S. Trademark Applications:

Trademark	Country	App. No.	Owner of Record	Status
<u>PADLOCK CLIP™</u>	US	87/314,267	Aponos Medical Corporation	Pending
<u>LOCK-IT™</u>	US	87/314,270	Aponos Medical Corporation	Pending

Common-Law Unregistered Trademarks:

Trademark
<u>APONOS MEDICAL™</u>
Aponos  Medical
Padlock Clip Pro-Select™

Abandoned U.S. Trademark Applications:

Abandoned Trademark	Country	App. No.	Abandonment Date	Owner of Record	Status
<u>LOCK-IT</u>	US	77/630,052	Oct. 11, 2011	Aponos Medical, Inc.	Abandoned
<u>PADLOCK-G</u>	US	77/629,988	Aug. 9, 2010	Aponos Medical, Inc.	Abandoned