

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Niveus Medical, Inc.		10/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sage Products, LLC		
Street Address:	3909 Three Oaks Road		
City:	Cary		
State/Country:	ILLINOIS		
Postal Code:	60013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4817056		
Serial Number:	86514388	A STEP FORWARD IN MUSCLE STIMULATION	
Registration Number:	4817159	NIVEUS MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	2697436863		
<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:	2693894827		
Email:	karen.feldman@stryker.com		
Correspondent Name:	Karen E. Feldman		
Address Line 1:	3800 E. Centre Ave.		
Address Line 2:	Stryker Corp.		
Address Line 4:	Portage, MICHIGAN 49002		
NAME OF SUBMITTER:	Karen E. Feldman		
SIGNATURE:	/Karen E. Feldman/		
DATE SIGNED:	10/12/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”), is entered into as of October 10, 2017 (the “Effective Date”) by and between Niveus Medical, Inc., a Delaware corporation (“Assignor”) and Sage Products, LLC, a Delaware limited liability company (“Assignee” or “Sage”). This Trademark Assignment is made pursuant to an Asset Purchase Agreement by and among Assignor and Assignee dated as of October 10, 2017 (“Purchase Agreement”), pursuant to which Sage has agreed to purchase the Purchased Assets from Assignor. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of certain Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, 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 included in the Purchased Assets, and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors, assigns, and other legal representatives, Assignor’s right, title and interest throughout the world in and to the Trademarks included in the Purchased Assets, including without limitation, those assets listed on Schedule A attached hereto and made a part hereof, and all goodwill associated therewith. Assignor further assigns to Assignee, its successors, assigns, and other legal representatives, Assignor’s right, title and interest in and to all income, royalties, damages, proceeds, or payments, including without limitation, all claims, causes of action, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the foregoing, and all rights to pursue and collect damages, costs, attorney’s fees, injunctive relief and other remedies for past, present or future infringement, dilution, or other violation thereof, and all unregistered trademarks, together with all adaptations, derivations, and combinations thereof, and all goodwill associated therewith.

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 included in the Purchased Assets and to issue any and all Trademarks included in the Purchased Assets to Assignee, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby confirms having agreed, and to the extent necessary, hereby agrees, to cooperate with Assignee, its successors, assigns, and other legal representatives by (a) providing all lawful cooperation reasonably requested by Assignee (i) to perfect Assignee’s title in and to the Trademarks included in the Purchased Assets, (ii) to vest in Assignee the entire right, title, and interest of such Trademarks such that the Trademarks included in the Purchased Assets will be held and enjoyed by Assignee, its successors, assigns, and other legal representatives as fully and entirely as if such Trademarks would have been held and enjoyed by Assignor had the

assignment to Assignee not been made, and (iii) to carry out and fulfill the purposes and intent of this Trademark Assignment, and (b) providing testimony and producing evidence in connection with all proceedings or transactions involving the Trademarks included in the Purchased Assets, including lawsuits and administrative proceedings, commenced within five years following the Closing Date.

The assignments and rights pursuant hereto shall inure to the benefit of Assignee and its successors, assigns, and other legal representatives and is binding upon Assignor and its successors, assigns, and other legal representatives.

This Trademark 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.

[Signature Pages Follow]

This Trademark Assignment has been executed by the parties on the date first set forth above.

ASSIGNOR

NIVEUS MEDICAL, INC.

By: _____

Name: Brian Fahey

Title: Chief Executive Officer

ASSIGNEE

SAGE PRODUCTS, LLC

By: _____

Name: Brad Saar

Title: Manager and President

This Trademark Assignment has been executed by the parties on the date first set forth above.

ASSIGNOR

NIVEUS MEDICAL, INC.

By: _____

Name: Brian Fahey

Title: Chief Executive Officer

ASSIGNEE

SAGE PRODUCTS, LLC


By:  _____

Name: Brad Saar

Title: Manager and President

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

Trademark Registrations

Docket No.	Country	Reg./Serial No.	Trademark	Filing Date
10932-600.200	US	86/514,474		1/26/2015
10932-601.200	US	86/514,388	A STEP FORWARD IN MUSCLE STIMULATION THERAPY	1/26/2015
10932-602.200	US	86/516,784	NIVEUS MEDICAL	1/28/2015

Internet Domain Names

DOMAIN NAME
niveusmedical.com
niveusmed.com