

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endochoice, inc		12/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Total Scope South LLC		
Street Address:	17 creek parkway		
City:	Upper Chichester		
State/Country:	PENNSYLVANIA		
Postal Code:	19061		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86227109	FUSECART	
Serial Number:	85780396	ENDOCART	
Serial Number:	77012826	ENDOTUG	
Serial Number:	76580532	ENDOCART	
CORRESPONDENCE DATA			
Fax Number:	4844902150		
<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:	4844902100		
Email:	aglavin@totalscopeinc.com		
Correspondent Name:	Ann M Glavin		
Address Line 1:	17 creek parkway		
Address Line 2:	South		
Address Line 4:	Upper Chichester, PENNSYLVANIA 19061		
NAME OF SUBMITTER:	Ann M Glavin		
SIGNATURE:	/Ann M Glavin/		
DATE SIGNED:	01/30/2018		
Total Attachments: 5			
source=CARTS - Assignment of Trademarks (EXECUTED)_97127645_5_0#page1.tif			
source=CARTS - Assignment of Trademarks (EXECUTED)_97127645_5_0#page2.tif			

OP \$115.00 86227109

source=CARTS - Assignment of Trademarks (EXECUTED)_97127645_5_0#page3.tif

source=CARTS - Assignment of Trademarks (EXECUTED)_97127645_5_0#page4.tif

source=CARTS - Assignment of Trademarks (EXECUTED)_97127645_5_0#page5.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of the 28th day of December, 2017 (the "Effective Time") by EndoChoice, Inc., a Delaware corporation ("Assignor"), in favor of Total Scope South LLC, a Tennessee limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of December 28, 2017 (the "Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor is the owner of the trademarks and trademark applications identified on Exhibit 1 attached hereto (the "Assigned Marks");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor desires to sell, transfer, assign and set over unto Assignee all right, title and interest of Assignor in and to the Assigned Marks, pursuant to the terms of the Purchase Agreement and of this Assignment;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to execute and deliver all documents as the Buyer may reasonably request of Assignor to effect the transactions contemplated by the Purchase Agreement, including all instruments of assignment and transfer with respect to the Assigned Marks; and

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all right, title and interest in and to (i) the Assigned Marks, whether registered or unregistered, together with all common law rights with respect thereto in the United States and throughout the world, including all registrations thereof, and any renewals and extensions of such registrations, (ii) the goodwill symbolized by and associated with the Assigned Marks, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or injury to the Assigned Marks or such associated goodwill, and (iv) any and all other corresponding rights that have been, or hereafter may be, secured throughout the world with respect to the Assigned Marks. Assignor further agrees to promptly execute and/or has executed all documents, instruments and papers and to perform all acts, without any additional consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing right, title and interest, including the execution of any related domestic or foreign application or assignment documents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments of the interests assigned hereby contemplated by the Purchase Agreement upon the terms and conditions specified therein and herein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the Purchase Agreement set forth 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 will govern.

All Exhibits attached hereto are hereby made a part hereof and incorporated herein by reference.

All notices and other communications to be given under the terms of this Assignment or which any of the parties desire to give hereunder shall be made in accordance with Section 10.1 (Notices) of the Purchase Agreement, which is incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, United States, without regard to conflicts of law principles.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Assignment. Copies of executed signature pages delivered by facsimile or other electronic means (*i.e.*, .pdf or .tif) shall be deemed originals.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal as of the date set forth in the acknowledgment below to be effective for all purposes as of the Effective Time.

ENDOCHOICE, INC.

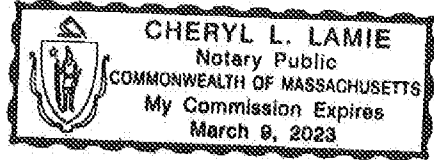
By: [Signature]
Name: Vance R Brown
Title: Vice President & Secretary

STATE OF Massachusetts
COUNTY OF Middlesex

On this the 2nd day of January, 2018, before me appeared Vance R Brown the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

[Signature]
Notary Public

My commission expires: Mar 9 2023



IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of the Effective Time.

TOTAL SCOPE SOUTH LLC

By: *Ann M. Glavin*
Name: Ann M. Glavin
Title: CEO

~~Commonwealth~~
STATE OF Pennsylvania
COUNTY OF Chester

On this the 29 day of December, 2017, before me appeared Ann Marie Glavin, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Robyn Bell
Notary Public

My commission expires: 3/3/2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Robyn Bell, Notary Public
West Chester Boro, Chester County
My Commission Expires March 3, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT 1

Trademarks

Trademark	Trademark Application No.	Filing Date
FUSECART	86227109	March 20, 2014
ENDOCART	85780396	November 15, 2012
ENDOTUG	77012826	October 3, 2006
ENDOCART	76580532	March 8, 2004