

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470967

<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>
OPED AG		03/26/2018	Stock Corporation: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oped GmbH		
<b>Street Address:</b>	Medizinpark 1		
<b>City:</b>	83626 Valley		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4497119	EVENUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153817515		
<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>	(415) 381-4161		
<b>Email:</b>	trademarks@donahue.com		
<b>Correspondent Name:</b>	Anne Hiaring Hocking		
<b>Address Line 1:</b>	80 East Sir Francis Drake Blvd.		
<b>Address Line 2:</b>	Suite 3E		
<b>Address Line 4:</b>	Larkspur, CALIFORNIA 94939		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Anne Hiaring Hocking		
<b>Address Line 1:</b>	80 East Sir Francis Drake Blvd.		
<b>Address Line 2:</b>	Suite 3E		
<b>Address Line 4:</b>	Larkspur, CALIFORNIA 94939		
<b>NAME OF SUBMITTER:</b>	Anne Hocking		
<b>SIGNATURE:</b>	/Anne Hocking/		
<b>DATE SIGNED:</b>	04/23/2018		

CH \$40.00 4497119

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into this 26<sup>th</sup> day of March 2018, by and between OPED AG, ("Assignor"), with principal place of business located at Hinterbergstr. 26, 6330 Cham, Switzerland, on the one hand, and OPED GmbH, ("Assignee"), with a principal place of business located at Medizinpark 1, 83626 Valley, Germany, on the other hand (individually referred to as a 'Party' or collectively, the "Parties").

### RECITALS

WHEREAS, Assignor is the parent company of Assignee and Assignor is the owner of US Trademark Registration No. 4,497,119 "EVENUP" (the "Mark");

WHEREAS, Assignee has acquired that portion of the goodwill of the business of Assignor associated with the Mark, including the registration and all the goodwill associated with the registration, and is the successor in interest to that portion of business of the Assignor to which the Mark pertains, the business of which is ongoing and existing, pursuant to Section 10 of the Lanham Act, 15 U.S.C. § 1060;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ASSIGNMENT

Each of the foregoing recitals is incorporated herein by reference.

For good and valuable consideration, receipt thereof which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Mark for all goods offered by Assignor under the Mark, together with the goodwill of that portion of Assignor's business symbolized by the Mark in any and all forms, and the aboveidentified registration thereof.

For such good and valuable consideration, Assignor hereby further sells, assigns, and transfers to Assignee all rights and interests in, to, and arising from any infringement

that occurred prior to the date of this Assignment, including the right to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Mark in the Assignee, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor. Assignor also irrevocably authorizes and appoints Assignee as Assignor's true and lawful attorney-in-fact to take such action and make, sign, execute, acknowledge, file, and deliver all such papers, instruments, and assignments, and to perform such other acts (and to cause any of the foregoing) as may from time-to-time be necessary to convey to Assignee, its successors, licensees, and assigns, or to register with any governmental agency or administrative body, all rights granted herein. Such power of attorney is coupled with an interest and is irrevocable.

Assignee and Assignor agree to cooperate in the recordation of this Assignment in the records of the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective as of the day and year first written above.

OPED AG

By: Christian Rutschmann  
Signature

26.03.2018  
Date

CHRISTIAN RUTSCHMANN, DIRECTOR  
Name, Position *v. CFO*



OPED AG  
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OPED GmbH

By: Kristina Frank  
Signature

22.03.2018  
Date

Kristina Frank, Marketing  
Name, Position



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