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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM469225

SUBMISSION TYPE:		NEW ASSIGNMENT	
NA	TURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pexco LLC		04/05/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Specialty Processing Intermediate Holding, LLC	
Street Address:	2500 Northwinds Pkwy	
Internal Address:	Suite 472	
City:	Alpharetta	
State/Country:	GEORGIA	
Postal Code:	30009	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type Number Word Mark		Word Mark
Serial Number:	76480553	DUOPEX
Serial Number:	76469564	PEXBOND
Serial Number:	76469563	PEXBRAID
Serial Number:	76480942	PEXCLEAR
Serial Number:	74247296	QUALTHANE
Serial Number:	77084998	PEXGLIDE
Serial Number:	77082101	PEX-PF

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 212-859-8000

Email: alana.rodriguez@friedfrank.com

Alana Rodriguez **Correspondent Name:** 1 New York Plaza Address Line 1:

Address Line 2: 26th Floor

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	4596-3
NAME OF SUBMITTER:	Alana Rodriguez

TRADEMARK REEL: 006346 FRAME: 0133 900446193

SIGNATURE:	/Alana Rodriguez/	
DATE SIGNED:	04/10/2018	
Total Attachments: 6		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("<u>Assignment</u>"), effective as of April 5, 2018, is entered into by and between Pexco, LLC ("<u>Assignor</u>"), and Specialty Processing Intermediate Holding, LLC, a Delaware limited liability company ("<u>Assignee</u>" and together with Assignor, the "<u>Parties</u>").

WHEREAS, Assignor is the owner of those certain trademark registrations identified on <u>Schedule A</u> attached hereto (the "<u>Assigned Trademarks</u>") and those certain internet domain name registrations identified on <u>Schedule B</u> attached hereto (the "<u>Assigned Domain Names</u>");

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated April 5, by and among Assignor, Pexco Servicios S. de R.L. de C.V., Pexco Operaciones S. de R.L. de C.V., Assignee, Spectrum Plastic Group Servicios, S. de R.L. de C.V. and Spectrum Plastic Group Operaciones, S. de R.L. de C.V. (the "<u>Assignment Agreement</u>"), Assignor desires to assign, and Assignee desires to assume, Assignor's right, title and interest in and to the Spectrum Assets (as defined therein), including, but not limited to the Assigned Trademarks and the Assigned Domain Names upon the terms and subject to the conditions set forth herein.

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

- 1. <u>Definitions</u>. Terms not defined in this Assignment shall have the meanings ascribed to them in the Assignment Agreement.
- 2. <u>Conveyance and Acceptance of Assigned Trademarks</u>. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.
- 3. <u>Conveyance and Acceptance of Assigned Domain Names</u>. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

4. Recordation.

a. <u>Authorization</u>. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this

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Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to its Assigned Trademarks.

- Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense the applicable Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.
- 5. <u>Governing Law</u>. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.
- 6. <u>Counterparts</u>. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
- 7. <u>Assignment Agreement</u>. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Assignment Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the Parties as set forth in the Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms of this Assignment, the terms of the Assignment Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR: PEXCO LLC

Name: Dennis Fink

Title: Chief Financial Officer

ASSIGNEE:

SPECIALTY PROCESSING INTERMEDIATE HOLDING, LLC

Name: Dennis Fink

Title: Chief Financial Officer

SCHEDULE A

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

Name	Owner	Description	Application No./ Reg. No.	Filing Date/ Reg. Date
DUOPEX	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/480,553 2,813,967	06-Jan-03 10-Feb-04
PEXBOND	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/469,564 2,813,951	14-Nov-02 10-Feb-04
PEXBRAID	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/469,563 2,813,950	14-Nov-02 10-Feb-04
PEXCLEAR	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/480,942 2,811,591	07-Jan-03 03-Feb-04
QUALTHANE	Pexco LLC	Flexible plastic tubing for medical and industrial use	74/247,296 1,786,151	14-Feb-92 03-Aug-93
PEXGLIDE	Pexco LLC	Medical tubing for guidewire, nitinol and stainless steel used in cardiovascular surgery and procedures	77/084,998 3,322,930	17-Jan-07 30-Oct-07
PEX-PF	Pexco LLC	Plastic tubing for medical equipment and fluid and gas handling devices	77/082,101 3,322,880	12-Jan-07 30-Oct-07

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TRADEMARK REEL: 006346 FRAME: 0138

SCHEDULE B

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

- Bunzlnorthborough.com
- Pexcomd.com
- Pexcomed.com
- Precisionextrusion.com
- Precisionextrusion.biz
- Precisionextrusion.cn
- Precisionextrusion.com.cn
- Precisionextrusion.info
- Precisionextrusion.net
- Precisionextrusion.net.cn
- Precisionextrusion.org.cn
- Precisionextrusion.us
- Precisionextrusioninc.com
- Precisionextrusions.com
- Spectrumplastics.com
- Spectrumplastics.cn
- Spectrumplastics.org
- Spectrumplastics.us
- Spectrumplastics.biz
- Spectrumplasticsgroup.com
- Spectrumplasticsgroup.net
- Spectrumplasticsgroup.cn
- Spectrumplasticsgroup.org
- Spectrumplasticsgroup.us
- SPGIndustries.com
- vitalmedinc.com
- vitalmedinc.biz
- vitalmedinc.co
- vitalmedinc.info
- vitalmedinc.mobi
- vitalmedinc.net
- vitalmedinc.org
- xeridiem.com
- apollomedex.com
- Kelpac.com
- kelpac-medical.eu
- kelpacmedical.eu
- kelpac.info

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TRADEMARK REEL: 006346 FRAME: 0139

- kelpac.net
- kelpac.org
- kelpacmedical.com
- kelpacmedical.info
- kelpacmedical.net
- kelpacmedical.org
- kelpacmedicalflexibles.com
- kelpacmedicalflexibles.info
- kelpacmedicalflexibles.net
- kelpacmedicalflexibles.org
- kelpacmedicalpackaging.com
- kelpacmedicalpackaging.info
- kelpacmedicalpackaging.net
- kelpacmedicalpackaging.org
- ppcind.com
- kelcourt.com
- apollocathetertech.com
- apollocathtech.com
- ppcind.com