

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avent, Inc.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	O&M Halyard, Inc.		
Street Address:	9120 Lockwood Boulevard		
City:	Mechanicsville		
State/Country:	VIRGINIA		
Postal Code:	23116		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 86			
Property Type	Number	Word Mark	
Registration Number:	4773671	AERO BLUE	
Registration Number:	5167995	AERO CHROME	
Registration Number:	5262366	AERO SERIES	
Registration Number:	2123863	ANAGO	
Registration Number:	1785409	ANKLE GUARD	
Registration Number:	4899448	AQUASOFT	
Registration Number:	1876480	BASIC	
Serial Number:	87671163	BASICS	
Serial Number:	86634251	BASICS	
Registration Number:	5129984	BLACK-FIRE	
Registration Number:	5193863	BLACK-FIRE	
Registration Number:	5266624	BLACK-FIRE	
Registration Number:	4643742	BLUE RENEW	
Serial Number:	87751302	CAPTURE TECHNOLOGY	
Serial Number:	87884211	CHEMO360	
Registration Number:	1340866	CONTROL	
Registration Number:	1201903	CONTROL	
Registration Number:	1790263	CVARTS	
Registration Number:	5091630		

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Property Type	Number	Word Mark
Registration Number:	1328357	DOUBLE SCRUB
Registration Number:	1360376	DUCKBILL
Serial Number:	87193705	ECO PULL
Registration Number:	1057694	EVOLUTION
Serial Number:	87774299	FLEXAPRENE
Serial Number:	86876394	FLEXAPRENE
Registration Number:	5278439	
Registration Number:	1520733	FLUIDSHIELD
Registration Number:	2085955	FLUIDSHIELD
Registration Number:	1358802	FOAM CARE
Registration Number:	1325596	FOAM CARE DOUBLE SCRUB
Serial Number:	87653155	
Registration Number:	1510028	GUARDALL SHIELD
Registration Number:	4928406	HALYARD BASICS
Registration Number:	5018324	HALYARD
Registration Number:	4985239	HALYARD ONE-STEP
Registration Number:	5331197	HALYARD SPECTRUM
Registration Number:	1268564	HAND-AID
Serial Number:	87685501	HEALTHTOUCH
Serial Number:	87088197	HEALTHTOUCH
Serial Number:	87088288	HEALTHTOUCH
Registration Number:	1827352	HI GUARD
Registration Number:	5342948	LAVENDER
Registration Number:	5342951	LAVENDER NITRILE
Registration Number:	1532873	LONCET
Registration Number:	2299001	MICROCOOL
Registration Number:	3723126	NOT ON MY WATCH.
Registration Number:	1790264	OCUARTS
Registration Number:	5360382	ONE-STEP
Registration Number:	2216822	
Registration Number:	2216821	
Registration Number:	2215666	
Registration Number:	1660340	ORTHOARTS
Registration Number:	1892045	PCM2000
Registration Number:	2049957	PFR95
Serial Number:	86653491	POWERGUARD
Registration Number:	5236091	POWERGUARD
Serial Number:	87449937	PURPLE

Property Type	Number	Word Mark
Registration Number:	2596539	
Registration Number:	3099894	
Registration Number:	2533260	PURPLE NITRILE
Registration Number:	2593382	PURPLE NITRILE-XTRA
Registration Number:	4754673	QUICK CHECK
Registration Number:	5171233	QUICK CHECK
Registration Number:	1921725	SAFESKIN
Registration Number:	1507969	SAFESKIN
Registration Number:	4533917	SAFESKIN
Registration Number:	4162360	SAFESKIN
Registration Number:	4247334	SAFESKIN
Registration Number:	2033585	S SAFESKIN
Registration Number:	2376160	SAFEVIEW
Registration Number:	1882910	SATIN PLUS
Serial Number:	87805068	SKYBREEZE
Serial Number:	87805154	SKYBREEZE ZERO
Registration Number:	4347246	SMART-FOLD
Registration Number:	1640357	SPLASHGUARD
Registration Number:	1221005	SPUNCARE
Registration Number:	5355154	STERLING
Serial Number:	87743359	STERLING NITRILE-XTRA
Registration Number:	4773917	STERLING SG
Registration Number:	1887050	TACTYLON
Registration Number:	1345894	TECNOL
Registration Number:	1639650	THE FRIENDLY
Registration Number:	1445018	THE LITE ONE
Registration Number:	1689536	THE PROTECTOR
Registration Number:	1034630	U-BAR
Registration Number:	1786653	X-TRA TRACTION

CORRESPONDENCE DATA

Fax Number: (404)96362

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: (404)228-7439

Email: ckoerner@bates-bates.com

Correspondent Name: Christopher A Koerner

Address Line 1: 1890 Marietta Blvd. NW

Address Line 4: Atlanta, GEORGIA 30318

NAME OF SUBMITTER:	Christopher Koerner
SIGNATURE:	/Christopher Koerner/
DATE SIGNED:	05/03/2018
Total Attachments: 11 source=Transom - US Trademark and DN Assignment (Executed)#page1.tif source=Transom - US Trademark and DN Assignment (Executed)#page2.tif source=Transom - US Trademark and DN Assignment (Executed)#page3.tif source=Transom - US Trademark and DN Assignment (Executed)#page4.tif source=Transom - US Trademark and DN Assignment (Executed)#page5.tif source=Transom - US Trademark and DN Assignment (Executed)#page6.tif source=Transom - US Trademark and DN Assignment (Executed)#page7.tif source=Transom - US Trademark and DN Assignment (Executed)#page8.tif source=Transom - US Trademark and DN Assignment (Executed)#page9.tif source=Transom - US Trademark and DN Assignment (Executed)#page10.tif source=Transom - US Trademark and DN Assignment (Executed)#page11.tif	

U.S. TRADEMARK AND DOMAIN NAME ASSIGNMENT

This U.S. Trademark and Domain Name Assignment (this "Assignment") is made and entered into as of the 30th day of April 2018 (the "Effective Date"), by (a) Halyard Health, Inc., a Delaware corporation ("Parent") and (b) Avent, Inc. a Delaware corporation ("Seller" and together with Parent, a "Selling Party"), for the benefit of (c) O&M Halyard, Inc., a Virginia corporation ("Buyer Sub" and together with Parent and Seller, the "Parties").

RECITALS

WHEREAS, Parent, Seller, certain other subsidiaries of Parent, and Owens & Minor, Inc., a Virginia corporation and sole shareholder of Buyer Sub ("Buyer"), are parties to that certain Purchase Agreement dated as of October 31, 2017 (the "Purchase Agreement"), pursuant to which Buyer has agreed that it or its Affiliate will accept certain assets from, and assume certain liabilities of, Parent and the Sellers; and

WHEREAS, pursuant to Section 2.01(a) of the Purchase Agreement, Parent and each Asset Seller have agreed to convey, assign and transfer (or cause to be sold, conveyed, assigned and transferred) to Buyer all of the Purchased Assets;

WHEREAS, pursuant to Section 2.07(d) of the Purchase Agreement, this Assignment (which is a Bill of Sale and therefore an Ancillary Agreement) must be executed and delivered at Closing;

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment/Delivery of U.S. Marks. Subject to the terms and conditions of this Agreement, Seller hereby sells, conveys, assigns and transfers to Buyer Sub all of Seller's (a) worldwide right, title, and interest in and to (i) the trademark registrations and applications listed on Schedule A hereto, (ii) all rights, including unregistered and common-law rights relating to the trademarks listed on Schedule A, including in countries and jurisdictions not listed in Schedule A; and (iii) the goodwill of the business appurtenant to and/or symbolized by any of the foregoing; (collectively, the "U.S. Assigned Trademarks") and (b) right to bring an Action at law or in equity for any infringement or misappropriation of any of the foregoing before the Effective Date, and the right to retain all damages, monies and proceeds obtained in connection therewith (together with clause (a), the "U.S. Assigned Trademark Rights"), in each case, free and clear of all Encumbrances (other than Permitted Encumbrances). The Selling Parties agree to deliver to Buyer Sub all prosecution history files, legal and other documents relating to the U.S. Assigned Trademarks within 5 business days of the Effective Date.

3. Assignment/Delivery of U.S. Domain Names. Subject to the terms and conditions of this Agreement, Parent hereby sells, conveys, assigns and transfers to Buyer Sub all of Parent's (a) worldwide right, title, and interest in and to (i) the domain name registrations listed on Schedule B hereto, (ii) all rights to the domain names listed on Schedule B, including in countries and jurisdictions not listed in Schedule B; and (iii) the goodwill of the business appurtenant to and/or symbolized by any of the foregoing; (collectively, the "U.S. Assigned Domain Names") and (b) right to bring an Action at law or in equity for any infringement or misappropriation of any of the foregoing before the Effective Date, and the right to retain all damages, monies and proceeds obtained in connection therewith (together with clause (a), the "U.S. Assigned Domain Name Rights"), in each case, free and clear of all Encumbrances (other than Permitted Encumbrances). The Selling Parties agree to deliver to Buyer Sub all prosecution history files, legal and other documents relating to the U.S. Assigned Domain Names within 5 business days of the Effective Date.

4. Recordation. The Parties hereby request that all applicable Governmental Authorities, registries and registrars in all applicable countries and jurisdictions record Buyer Sub as the assignee and owner of the U.S. Assigned Trademark Rights and the U.S. Assigned Domain Name Rights.

5. Further Assurances. This Assignment is valid and effective between the Parties on a worldwide basis as of the Effective Date. The Selling Parties agree that from time to time, at the reasonable request of Buyer, the Selling Parties shall execute and deliver such other documents and take such other actions as Buyer may reasonably request to further the intents and purposes of this Assignment and to validate, effectuate, perfect and record the transactions in Sections 2-3 in all countries and jurisdictions throughout the world.

6. Purchase Agreement. Nothing in this Assignment shall be deemed to modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. 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 and control.

7. Power of Attorney. The Selling Party hereby appoints Buyer and its designees as its attorney-in-fact, which appointment is a right coupled with an interest and is deemed irrevocable, with full authority in the place and stead of the Selling Parties and in the name of the Selling Parties, if any applicable Selling Party is unable or unwilling to comply with its obligations in Section 5 after notice of such non-compliance by Buyer.

8. Notices. All notices or other communications or deliveries required to further the intents and purposes of this Assignment shall be given as agreed by the Parties.

9. Miscellaneous.

(a) Modification. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, the parties hereto.

(b) Construction. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

(c) Governing Law. This Assignment and all claims and causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, termination, performance or non-performance of this Assignment and the transactions contemplated hereby (including any claims or causes of action based upon, arising out of or relating to any representation or warranty made in this Assignment) shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws of the State of Delaware.

(d) Execution of Assignment. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement, and any one of which may be delivered by facsimile or scanned electronic or e-mail transmission.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives on the date of last signature below.

Parent:

Halyard Health, Inc.

By: 

Name: Warren Machan

Title: Senior Vice President of Business and Strategy

Seller:

Avent, Inc.

By: 


Name: Ross Mansbach

Title: Vice President and Secretary

Notarization of Assignment

Before me, the undersigned authority duly empowered to administer oaths, personally appeared the individual identified above, who signed the above U.S. Trademark and Domain Name Assignment on behalf of Parent as his or her own free act and deed, with full authority to do so.

This 24th day of April, 2018.



Notary Public

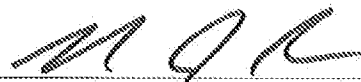
[NOTARY SEAL]

My commission expires:

Notary Public, Fulton County Georgia
My Commission Expires June 1, 2020

Buyer Sub:

O&M Halyard, Inc.

By: 

Name: Nicholas J. Pace

Title: Senior Vice President, General
Counsel & Corporate Secretary

SCHEDULE A: U.S. Marks

Trademark	Country	App. No.	Reg. No.	Owner
AERO BLUE	United States of America	86167620	4773671	Avent, Inc.
AERO CHROME	United States of America	86910084	5167995	Avent, Inc.
AERO SERIES	United States of America	87065805	5262366	Avent, Inc.
ANAGO	United States of America	75227203	2123863	Avent, Inc.
ANKLE GUARD	United States of America	74340168	1785409	Avent, Inc.
AQUASOFT	United States of America	86532877	4899448	Avent, Inc.
BASIC	United States of America	74491696	1876480	Avent, Inc.
BASICS	United States of America	87671163		Avent, Inc.
BASICS	United States of America	87671163		Avent, Inc.
BASICS	United States of America	86634251	Dead	Avent, Inc.
BLACK-FIRE	United States of America	86765700	5129984	Avent, Inc.
BLACK-FIRE	United States of America	86785091	5193863	Avent, Inc.,
BLACK-FIRE	United States of America	86785191	5266624	Avent, Inc.
BLUE RENEW	United States of America	86111794	4643742	Avent, Inc.
CAPTURE TECHNOLOGY	United States of America	87751302		Avent, Inc.
CHEMO360	United States of America	87884211		Avent, Inc.
CONTROL	United States of America	73441214	1340866	Avent, Inc.
CONTROL	United States of America	73325983	1201903	Avent, Inc.
CVARTS	United States of America	74348175	1790263	Avent, Inc.
design curved sails within circle	United States of America	86344488	5091630	Avent, Inc.

DOUBLE SCRUB	United States of America	73485160	1328357	Avent, Inc.
DUCKBILL	United States of America	73512860	1360376	Avent, Inc.
ECO PULL	United States of America	87193705	PENDING	Avent, Inc.
EVOLUTION	United States of America	73089250	1057694	Avent, Inc.
FLEXAPRENE	United States of America	87774299		Avent, Inc.
FLEXAPRENE	United States of America	86876394		Avent, Inc.
FLEXAPRENE	United States of America	87774299		Avent, Inc.
FLEXAPRENE GREEN (color)	United States of America	87243629	5278439	Avent, Inc.
FLUIDSHIELD	United States of America	73731171	1520733	Avent, Inc.
FLUIDSHIELD	United States of America	75161484	2085955	Avent, Inc.
FOAM CARE	United States of America	73484736	1358802	Avent, Inc.
FOAM CARE DOUBLE SCRUB	United States of America	73485159	1325596	Avent, Inc.
GRAY (color)	United States of America	87653155		Avent Inc.
GUARDALL SHIELD	United States of America	73721261	1510028	Avent, Inc.
HALYARD BASICS	United States of America	86419316	4928406	Avent, Inc.
HALYARD	United States of America	86245581	5018324	Avent, Inc.
HALYARD ONE-STEP	United States of America	86697262	4985239	Avent, Inc.
HALYARD SPECTRUM	United States of America	87219443	5331197	Avent, Inc.
HALYARD SPECTRUM	United States of America	87219443		Avent, Inc.
HAND-AID	United States of America	73360739	1268564	Avent, Inc.
HEALTHTOUCH	United States of America	87685501		Avent, Inc.
HEALTHTOUCH	United States of America	87088197		Avent, Inc.

HEALTHTOUCH	United States of America	87088288		Avent, Inc.
HI GUARD	United States of America	74340157	1827352	Avent, Inc.
LAVENDER	United States of America	87322476	5342948	Avent, Inc.
LAVENDER	United States of America	87322476	5342948	Avent, Inc.
LAVENDER NITRILE	United States of America	87323284	5342951	
LAVENDER NITRILE	United States of America	87323284	5342951	Avent, Inc.
LONCET	United States of America	73731172	1532873	Avent, Inc.
MICROCOOL	United States of America	75502727	2299001	Avent, Inc.
NOT ON MY WATCH.	United States of America	77428014	3723126	Avent, Inc.
OCUARTS	United States of America	74348287	1790264	Avent, Inc.
ONE-STEP	United States of America	86697248	5360382	Avent, Inc.
ONE-STEP	United States of America	86697248		Avent, Inc.
ORANGE (Color) crosshatch	United States of America	75073568	2216822	Avent, Inc.
ORANGE (Color) Duckbill	United States of America	75073442	2216821	Avent, Inc.
ORANGE (Color) Pinstriped	United States of America	75073145	2215666	Avent, Inc.
ORTHOARTS	United States of America	74034313	1660340	Avent, Inc.
PCM2000	United States of America	74474445	1892045	Avent, Inc.
PFR95	United States of America	75006740	2049957	Avent, Inc.
POWERGUARD	United States of America	86653491		Avent, Inc.
POWERGUARD	United States of America	87245406	5236091	Avent, Inc.
PURPLE	United States of America	87449937		Avent, Inc.
PURPLE (COLOR)	United States of America	75640743	2596539	Avent, Inc.

PURPLE (COLOR)	United States of America	78241456	3099894	Avent, Inc.
PURPLE NITRILE	United States of America	75621307	2533260	Avent, Inc.
PURPLE NITRILE-XTRA	United States of America	75640587	2593382	Avent, Inc.
QUICK CHECK	United States of America	86356289	4754673	Avent, Inc.
QUICK CHECK	United States of America	87150459	5171233	Avent, Inc.
SAFESKIN	United States of America	74573065	1921725	Avent, Inc.
SAFESKIN	United States of America	73699029	1507969	Avent, Inc.
SAFESKIN	United States of America	85352001	4533917	Avent, Inc.
SAFESKIN	United States of America	85352006	4162360	Avent, Inc.
SAFESKIN	United States of America	85499620	4247334	Avent, Inc.
SAFESKIN	United States of America	75011356	2033585	Avent, Inc.
SAFEVIEW	United States of America	75657037	2376160	Avent, Inc.
SATIN PLUS	United States of America	74453339	1882910	Avent, Inc.
SKYBREEZE	United States of America	87805068		Avent, Inc.
SKYBREEZE ZERO	United States of America	87805154		Avent, Inc.
SMART-FOLD	United States of America	85316684	4347246	Avent, Inc.
SPLASHGUARD	United States of America	74066679	1640357	Avent, Inc.
SPUNCARE	United States of America	73334813	1221005	Avent, Inc.
STERLING	United States of America	87458858	5355154	Avent, Inc.
STERLING	United States of America	87458858		Avent, Inc.
STERLING NITRILE-XTRA	United States of America	87743359		Avent, Inc.
STERLING SG	United States of America	86253964	4773917	Avent, Inc.

TACTYLON	United States of America	74498125	1887050	Avent, Inc.
TECNOL	United States of America	73455667	1345894	Avent, Inc.
THE FRIENDLY	United States of America	74062903	1639650	Avent, Inc,
THE LITE ONE	United States of America	73625863	1445018	Avent, Inc.
THE PROTECTOR	United States of America	74061570	1689536	Avent, Inc.
U-BAR	United States of America	73044972	1034630	Avent, Inc.
X-TRA TRACTION	United States of America	74340167	1786653	Avent, Inc.