

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.T.R.E. Advanced Technologies Ltd.		06/18/2018	Private Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Belmont Instrument, LLC		
Street Address:	780 Boston Road		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2751645	ALLON	
Registration Number:	3026953	CRITICOOL	
Registration Number:	2723027	MTRE	
Registration Number:	2709356	THERMOWRAP	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012366-0019		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	08/10/2018		
Total Attachments: 9			

OP \$115.00 2751645

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of June 18, 2018, by and between M.T.R.E. Advanced Technologies Ltd., a private limited company incorporated in the State of Israel with company no. 51258194 (“Assignor”), and Belmont Instrument, LLC, a Massachusetts limited liability company (“Assignee”). Assignor and Assignee, and the other parties named therein, are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of even date herewith, pursuant to which Assignee will, among other things, purchase Assignor’s Intellectual Property, effective as of the Closing Date. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of Assignor’s rights, title and interests in and to all of Assignor’s Intellectual Property, including the Intellectual Property listed on Exhibit A attached hereto (collectively, the “Assigned IP Rights”).

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations, or reservations, all of Assignor’s right, title, and interest in and to the Intellectual Property, including the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Intellectual Property, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the Intellectual Property from Assignor.

2. Terms of IP Assignment. Assignor and Assignee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

3. Recordation. This IP Assignment has been executed and delivered by Assignor with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office, the State of Massachusetts Secretary of State, and any other similar governmental authorities throughout the United States and the world, and Assignee shall have the right to record this IP Assignment with any applicable governmental authority throughout the world so as to perfect its ownership of the Intellectual Property, including the Assigned IP Rights.

4. Further Assurances. Assignor covenants and agrees, at its own expense, to execute and to deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Assignee may reasonably request of Assignor from time to time, to perfect or record the right or title of Assignee to the Intellectual Property transferred hereby. Assignor shall also, upon Assignee's reasonable request, comply with any required procedures necessary to perfect and complete the transfer of any applicable domain name registrations to Assignee, including but not limited to (a) unlocking the domain names and providing the authorization code for the domain names to Assignee; (b) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (c) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignor agrees to cooperate with Assignee and the applicable registrar to facilitate the filing and processing of all forms and other formalities (including changing passwords, user names and IP addresses) necessary to complete the transfer of the registration for the domain names. Assignor shall, and shall cause its affiliates and persons under its control to, retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrars.

5. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

6. Dispute Resolution. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this IP Assignment will be governed by the Purchase Agreement.

7. Assignment. This IP Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this IP Assignment nor any of the rights, interests or obligations under this IP Assignment may be assigned or delegated by Assignor, without the prior written consent of Assignee. Notwithstanding the foregoing, (a) Assignee may assign in whole or in part its rights and obligations pursuant to this IP Assignment to one or more of its Affiliates, (b) Assignee may assign this IP Assignment and its rights and obligations under this IP Assignment in connection with a merger or consolidation involving the Assignee, or in connection with a sale of substantially all of the equity or assets of the Assignee or other disposition of substantially all of the Business, and (c) Assignee may assign any or all of its rights pursuant to this IP Assignment or the ancillary documents hereto, to any of its lenders as collateral security.

8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

64070743.3

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNOR:

M.T.R.E. ADVANCED TECHNOLOGIES LTD.

By: _____
Name: Erez Nimrod
Title: CEO

7/14/10
512581843-2017

ASSIGNEE:

BELMONT INSTRUMENT, LLC

By: _____
Name: Brian Ellacott
Title: Chief Executive Officer

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNOR:

M.T.R.E. ADVANCED TECHNOLOGIES LTD.

By: _____

Name: Erez Nimrod

Title: CEO

ASSIGNEE:

BELMONT INSTRUMENT, LLC

By:  _____

Name: Brian Ellacott

Title: Chief Executive Officer

[Signature Page to IP Assignment]

TRADEMARK
REEL: 006410 FRAME: 0799

EXHIBIT A
Assigned IP Rights

See attached.

**Exhibit A
Assigned IP Rights**

Patents

Country	Patent No.	Filing Date	Title
US	6508831	2000-10-11	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
US	6500200	2000-08-14	HEAT EXCHANGER GARMENT
US	6685731	2001-06-20	METHOD AND SYSTEM FOR IMPROVING CARDIOVASCULAR PARAMETERS OF A PATIENT
IL	129465	1999-04-15	HEAT EXCHANGER GARMENT
IL	137948	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
AU	740777	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
CA	2320752	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
CN	1167394	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
EP	1059903	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
DE	69922931.6	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
GB	1059903	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
IT	1059903	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
PCT	PCT/IL1999/000059	1999-01-29	SYSTEM AND METHOD FOR HEAT CONTROL OF A LIVING BODY
PCT	PCT/IL1999/000474	1999-09-01	HEAT EXCHANGER GARMENT
PCT	PCT/IL2000/000554	2000-09-10	METHOD AND SYSTEM FOR IMPROVING CARDIOVASCULAR PARAMETERS OF A PATIENT



Trademarks - Registered

Country	Trademark	Serial/ Reg. No	Filing/ Reg. Date
Canada	ALLON	App 1061050 Reg TMA567946	App 30-MAY-2000 Reg 24-SEP-2002
European Union	ALLON	App 1682327 Reg 1682327	App 30-MAY-2000 Reg 19-SEP-2001
European Union	CRITICOOL	App 3785111	App 21-APR-2004

[Exhibit A to Intellectual Property Assignment Agreement]

Country	Trademark	Serial/ Reg. No	Filing/ Reg. Date
		Reg 3785111	Reg 02-SEP-2005
European Union		App 1682277 Reg 1682277	App 30-MAY-2000 Reg 10-DEC-2001
European Union	MTRE	App 1682301 Reg 1682301	App 30-MAY-2000 Reg 26-JUL-2001
European Union	THERMOWRAP	App 2094266 Reg 2094266	App 19-FEB-2001 Reg 22-OCT-2004
Israel	CRITICOOL	App 171102	App 18-MAR-2004
Israel	MTRE	App 134356	App 31-JAN-2000
Israel	THERMOWRAP	App 145862	App 17-JAN-2001
Japan	ALLON	App 2002-073207 Reg 4865487	App 28-AUG-2002 Reg 20-MAY-2005
Japan	THERMOWRAP	App 2002-073208 Reg 4722745	App 28-AUG-2002 Reg 31-OCT-2003
Mexico	ALLON	App 424330 Reg 704362	App 09-MAY-2000 Reg 28-JUN-2001
Mexico		App 428041 Reg 730860	App 30-MAY-2000 Reg 30-JAN-2002
Mexico	MTRE	App 424329 Reg 730844	App 09-MAY-2000 Reg 30-JAN-2002
Mexico	THERMOWRAP	App 472611 Reg 702869	App 23-FEB-2001 Reg 20-JUN-2001
U.S.	ALLON	App 76038033 Reg 2751645	App 01-MAY-2000 Reg 19-AUG-2003
U.S.	CRITICOOL	App 78402139 Reg 3026953	App 15-APR-2004 Reg 13-DEC-2005
U.S.	MTRE	App 76038032 Reg 2723027	App 01-MAY-2000 Reg 10-JUN-2003
U.S.	THERMOWRAP	App 78049384 Reg 2709356	App 20-FEB-2001 Reg 22-APR-2003
Canada	MTRE	App 1061052 Reg TMA567976	App 30-MAY-2000 Reg 25-SEP-2002

[Exhibit A to Intellectual Property Assignment Agreement]

Country	Trademark	Serial/ Reg. No	Filing/ Reg. Date
Canada	 TRE	App 1096761 Reg TMA594213	App 21-MAR-2001 Reg 06-NOV-2003
Canada	 TRE	App 1061051 Reg TMA567977	App 30-MAY-2000 Reg 25-SEP-2002
Canada	THERMOWRAP	App 1096306 Reg TMA610605	App 16-MAR-2001 Reg 18-MAY-2004

Domain Names

criticool.de
criticool.mx
criticool.com.mx
criticool.co.uk
criticool.co.il
קום.מטרא
mtre.co.il
criticool.jp
mtre.com

Trademarks – Common Law

Curewrap
CritiCool Mini
CritiCool Pro
CliniLogger
CliniViewer

Copyrights – Unregistered

Proprietary technology and unique algorithms for servo controlled thermoregulation systems used in and necessary for the operation of the Assignor's products.

[Exhibit A to Intellectual Property Assignment Agreement]