

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black & Decker (US) Inc.		09/28/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Solaire Medical Storage, LLC		
Street Address:	1239 Comstock Street		
City:	Marne		
State/Country:	MICHIGAN		
Postal Code:	49435		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2117549	CATH MANAGER	
Registration Number:	1519858	DATEL	
Registration Number:	2475471	HARMONY	
Registration Number:	2756318	SCOPE MANAGER	
Registration Number:	2128090	INNERSPACE	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	3367213747		
Email:	trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	105194.01.1		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		
DATE SIGNED:	10/09/2018		

CH \$140.00 2117549

Total Attachments: 6

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into as of September 28, 2018 (the “**Effective Date**”), by and between BLACK & DECKER (US) INC., a corporation organized under the laws of the State of Maryland (“**Assignor**”), and SOLAIRE MEDICAL STORAGE, LLC, a limited liability company organized under the laws of the State of Delaware (“**Assignee**”), pursuant to that certain Purchase and Sale Agreement dated as of September 24, 2018, as amended (the “**Purchase Agreement**”), by and between Assignor and Assignee. Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor is the owner of certain trademarks used in connection with the Business (as defined in the Purchase Agreement); and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver all of its rights in and to the Assigned Trademarks (as defined below), pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, deliver, and assign to Assignee, and its successors and assigns, effective as of the Effective Date, all right, title, and interest in and to the trademarks set forth on Exhibit A attached hereto (the “**Assigned Trademarks**”), including the registrations and any applications for registration thereof throughout the world, together with all common law rights and associated goodwill of Assignor or the Business connected with the use of or symbolized by the Assigned Trademarks, all claims for damages by reason of past infringement with the right to sue for and collect damages, and all proceeds, including license fees, royalties, income, payments, now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, and its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned Trademarks. Assignor hereby agrees that it shall not directly or indirectly take any action that may restrict Assignee’s ownership rights in the Assigned Trademarks and that it shall discontinue any and all use or exploitation of the Assigned Trademarks.

2. Further Assurances. This Assignment has been executed and delivered by Assignor to be used for recording this Assignment herein with the appropriate government entity. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein.

Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned Trademarks in all countries and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Additional Filings. The Parties agree that any filings associated with recording this Assignment with the U.S. Patent and Trademark Office shall be borne solely by Assignee.

4. Authorization. Assignor hereby authorizes that the U.S. Patent and Trademark Office record this Assignment.

5. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

6. Governing Law. All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed by this Assignment will be governed by the laws of the State of Delaware without reference to any conflict of laws rules.

7. Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

9. Counterparts. This Assignment may be executed simultaneously in multiple counterparts, none of which need contain the signatures of all Parties, each of which will be deemed to be an original copy of this Assignment, and all of which together will be deemed to constitute one and the same agreement. It shall not be necessary in making proof of this Assignment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto.

10. Electronic Delivery. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission ("**Electronic Delivery**") shall constitute effective execution and delivery of this Assignment as to the Parties, shall be treated as an original agreement and signature pages thereof for all purposes, and shall be deemed to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the


request of any Party hereto, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto shall raise the use of such Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

BLACK & DECKER (US) INC.,
a Maryland corporation

By: 
Name: Adan Ayala
Title: General Patent Counsel

ASSIGNEE:

SOLAIRE MEDICAL STORAGE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

BLACK & DECKER (US) INC.,
a Maryland corporation

By: _____
Name: Adan Ayala
Title: General Patent Counsel

ASSIGNEE:

SOLAIRE MEDICAL STORAGE, LLC,
a Delaware limited liability company

By: Stephen Zautke
Name: Stephen Zautke
Title: Manager

EXHIBIT A

ASSIGNED TRADEMARKS

MARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	Goods	Owner Name
CATH MANAGER (word)	United States of America	75/124,390	2117549	Hanging storage containers made of metal	Black & Decker (U.S.) Inc. (Maryland)
DATEL (word)	United States of America	73/723,029	1519858	Furniture, namely storage cabinets	Black & Decker (U.S.) Inc. (Maryland)
HARMONY (word)	United States of America	76/010,254	2475471	Medical storage cart	Black & Decker (U.S.) Inc. (Maryland)
SCOPE MANAGER (word)	United States of America	78/175,000	2756318	Coated metal storage containers for hanging medical instruments	Black & Decker (U.S.) Inc. (Maryland)
INNERSPACE (word)	United States of America	75/041,420	2128090	Metal clinical sterile and substerile storage cases Clinical sterile and substerile storage carts Clinical sterile and substerile storage cabinets, non-metal cases and shelving	Black & Decker (U.S.) Inc. (Maryland)