

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vesolock Medical LC		12/27/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Specialty Surgical Instrumentation, Inc.		
Street Address:	3034 Owen Drive		
City:	Antioch		
State/Country:	TENNESSEE		
Postal Code:	37013		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5169495	VESOLOCK	
CORRESPONDENCE DATA			
Fax Number:	6036688567		
<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:	603-668-1400		
Email:	rchriston@hayes-soloway.com		
Correspondent Name:	Rebecca C. Christon		
Address Line 1:	175 Canal Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
NAME OF SUBMITTER:	Rebecca C. Christon		
SIGNATURE:	/rebecca c. christon/		
DATE SIGNED:	12/27/2018		
Total Attachments: 4			
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OP \$40.00 5169495

INTELLECTUAL PROPERTY ASSIGNMENT
AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this “**Assignment**”) is made effective this 27 day of December 2018, by and between Vesolock Medical, LLC, a North Carolina limited liability company (“**Assignor**”), and Specialty Surgical Instrumentation, Inc., a Tennessee Corporation whose business address is 3034 Owen Dr. Antioch, TN 37013 (“**Assignee**”).

WHEREAS, Assignor is the record owner of the patent, trademark, domain name and other intellectual property and know how set forth on Schedule A (collectively the “**IP**”);

WHEREAS, Assignor has used and continues to use the IP in commerce in connection with its business;

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the IP in conjunction with that certain Asset Purchase Agreement dated as of November 6, 2018 by and between the parties (the “**Agreement**”) (capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Agreement); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in the IP;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. **Assignment.** Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, Assignor’s entire right, title and interest in and to the IP, along with any associated goodwill owned by Assignor which arises from the use of the IP, and including Assignor’s right to use the IP in commerce in connection with the Purchased Assets to be acquired by Assignee under the Agreement, the same to be held and enjoyed by Assignee, for Assignee’s own use and benefit, and for Assignee’s successors, legal representatives and assigns.

2. **Ongoing Assistance.** For a period of twenty-four (24) months following the date hereof, or such longer period if not resulting from unreasonable delay of Assignee, Assignor agrees to provide reasonable assistance to Assignee in connection with the provision of the necessary information to permit Assignee at its expense to effect, record and perfect the transfer of the registrations of the IP, including executing and delivering any needed executed transfers, assignments, conveyances, and powers of attorney to permit Assignee to record its ownership of such IP, and Assignor agrees to reasonably cooperate with Assignee in filing appropriate documents at Assignee’s expense to cancel all filings worldwide related to the IP that are in favor of Assignee or any of its Affiliates.

3. **Litigation and Enforcement.** Assignor and its employees shall also, upon Assignee’s request, provide promptly to Assignee or its designee all pertinent facts and documents related to the IP, as may be accessible to or known by Assignor and its employees and will testify to the same in any litigation or similar proceeding related thereto; provided, however, that Assignee shall reimburse Assignor for reasonable out-of-pocket expenses incurred in connection with such activities. Assignor and its employees shall, upon Assignee’s reasonable request and at Assignee’s expense, promptly execute and deliver to Assignee or its designee any and all papers, instruments or affidavits required to obtain, maintain, defend, issue, and enforce the Patents. If the inventors of the IP leave the employment of Assignor, Assignor will reasonably cooperate with Assignee in obtaining any information requested from such inventor.

4. **Miscellaneous.**

a. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that parties need not sign the same counterpart.

b. The parties further agree that counterparts to this IP Assignment may be delivered by facsimile or electronic transmission.

c. No amendment to this Assignment shall be effective unless it is signed by the party against whom enforcement is sought.

d. No failure to seek a remedy for, or enforce, a right or claim herein shall operate as a waiver of rights to seek a remedy for or enforcement of a subsequent claim or right.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment and Assumption Agreement to be executed by its duly authorized officer as of the date first written above.

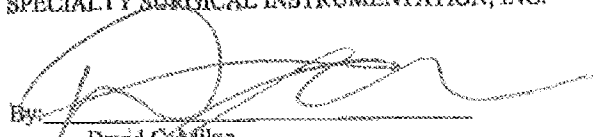
ASSIGNOR:

ASSIGNEE:

VESLOCK MEDICAL, LLC

SPECIALTY SURGICAL INSTRUMENTATION, INC.

By: 
J. Stephen Hobass
Manager

By: 
David C. Milne
Chief Administrative Officer, General Counsel
& Corporate Secretary

Signature Page to Intellectual Property Assignment and Assumption Agreement

SCHEDULE A

Intellectual Property Type	Described	Status	Owner	Registration #
Patent	Vesolock Polymer Ligation Clip	Complete	Vesolock Medical	USA Patent #D808,522 European Cert #004603546-0001 & 0002
Trade Mark	vesolock®	Complete	Vesolock Medical	#5169495
Designs – Clip Know How	Clip/Process; Design and Process combined to meet current unique clinical advantages. Precise Micro-molding with CT Scanner	Active	Vesolock Medical	N/A
Designs – Cartridge Assembly Know How	Assembly is radiopaque and unique. Has a designed in family appearance association with vesoclude titanium clips. Cartridge also features Poka-Yoke designs to reduce assembly errors	Active	Vesolock Medical	N/A
Designs – Appliers Know How	Open and Endo appliers are vesolock designs. In house processes for both Open and Endo applier's w/fiber optic laser. And full service and maintenance for all instrumentation	Active	Vesolock Medical	N/A