

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cenoric, LLC		10/01/2018	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Covalon Technologies AG Ltd.		
Street Address:	78 SW 7th Street		
Internal Address:	Suite 500		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33130		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1187320	AQUA GUARD	
Registration Number:	3936454	AQUAGUARD GLOVE	
Registration Number:	3905960	GLOVE	
Registration Number:	3936610	AQUAGUARD GLOVE	
Registration Number:	4344330	WATER-SEAL BAND	
Registration Number:	4243410	AQUAGUARD BOOT	
Registration Number:	4243411	AQUAGUARD BOOT	
Registration Number:	4243412	BOOT	
CORRESPONDENCE DATA			
Fax Number:	6082584258		
<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:	608 258-4204		
Email:	jrodriguez@foley.com		
Correspondent Name:	Tricia L. Schulz - Foley & Lardner LLP		
Address Line 1:	150 East Gilman Street		
Address Line 2:	Suite 5000		
Address Line 4:	Madison, WISCONSIN 53703		

OP \$215.00 1187320

ATTORNEY DOCKET NUMBER:	114896-0103
NAME OF SUBMITTER:	Tricia L. Schulz
SIGNATURE:	/tschulz/
DATE SIGNED:	11/01/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is made as of October 1, 2018 (the "**Effective Date**") by Cenoric, LLC ("**Assignor**") and Covalon Technologies AG Ltd. ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into an asset purchase agreement dated September 19, 2018 (the "**Purchase Agreement**");

WHEREAS, subject to the terms and conditions of the Purchase Agreement, Assignor sold, transferred, conveyed, assigned and delivered to Assignee, and Assignee purchased, acquired and accepted, all of Assignor's right, title and interest in and to all of the intellectual property assets of Assignor, whether registered or not, including, but not limited to, the trademarks and corresponding goodwill, applications and registrations listed on Schedule "A" hereto (the "**Trademarks**"), the copyrights and corresponding registrations listed on Schedule "B" hereto (the "**Copyrights**"), the patent and corresponding patent registrations listed in Schedule "C" (the "**Patents**") and the domain name registrations listed on Schedule "D" hereto (the "**Domain Names**") (the Trademarks, Copyrights, Patents and Domain Names shall collectively be referred to as the "**Assigned Intellectual Property**");

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

1. Without limiting the generality of the terms of the Purchase Agreement, Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee all of Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, including the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Intellectual Property that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any of the Trademarks.

2. Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and any all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Intellectual Property to Assignee, as assignee thereof, or otherwise as Assignee may direct. Concurrent with the execution of this Agreement, the parties may execute the separate country-specific short-form assignment documents and any necessary powers of attorney provided by Assignee (collectively, the "**Short-Form Assignment Documents**") solely for purposes of recording with the relevant governmental Intellectual Property Offices the change in title and assignment of the Assigned Intellectual Property to Assignee. Assignee will be responsible for submitting the Short-Form Assignment Documents to the relevant governmental Intellectual Property Offices.

3. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may

reasonably be required to give effect to the foregoing provisions including the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to effect the record of the assignments at the various relevant governmental Intellectual Property Offices.

4. Assignor hereby authorizes each of the relevant registrars that are responsible for managing the Domain Names to transfer the Domain Names to Assignee, as assignee thereof, or otherwise as Assignee may direct. Assignor shall, at the request of Assignee, assist Assignee in effecting the formal transfer and recording of the assignment of the Domain Names, and shall execute any separate additional documents, including, without limitation, any forms of transfer including any online forms of transfer, and to do such acts or other things as may be required by Assignee to effect or confirm the assignment and transfer of the Domain Names to Assignee.

5. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions, including the execution of any further domain name transfer documents, authorizations and forms necessary to effect the assignment and transfer of the Domain Names to Assignee.

6. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

7. All capitalized terms used in this Agreement which are not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.


8. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Washington, without regard to the conflicts of law principles thereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

CENORIN, LLC

Per: 
Name: _____
Title:

COVALON TECHNOLOGIES AG LTD.

Per:

Name:
Title:

[Signature page to IP Assignment and Assumption Agreement]

TRADEMARK
REEL: 006513 FRAME: 0951

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

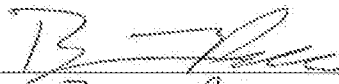
CENORIN, LLC

Per:

Name:
Title:

COVALON TECHNOLOGIES AG LTD.

Per:



Name: Brian Pedlar
Title: CEO

[Signature page to IP Assignment and Assumption Agreement]

Schedule A

TRADEMARKS

Product Name	Reference Number	Serial No.	Reg. No	Registration Date
AQUA GUARD	CENOR.007T	73/247,470	1187320	1/24/1980
AQUAGUARD GLOVE	CENOR.004T	77/923,465	3936454	1/29/2010
AQUA ARMOUR	CENOR.007 TIS	Ongoing studies		
AQUAGUARD GLOVE (stylized and/or design)	CENOR.008T	77/954,865	3905960	3/9/2010
AQUAGUARD GLOVE (stylized and/or design)	CENOR.009T	77/954,879	3936610	3/9/2010
WATER-SEAL BAND	CENOR.011T	85/486275	4344330	12/2/2011
AQUAGUARD BOOT	CENOR.012T	85/478388	4243410	11/21/2011
AQUAGUARD BOOT(stylized and/or design)	CENOR.013T	85/478393	4243411	11/21/2011
AQUAGUARD BOOT	CENOR.014T	85/478399	4243412	11/21/2011

Schedule B

COPYRIGHTS

None.

Schedule C

PATENTS AND PATENT APPLICATIONS

Description Title	Reference Number	Status	Patent #	Grant date
Closure Latch	CENOR.006A	Patented	8,635,746	1/28/2014
Moisture shield with release liner		Granted	D783,840	4/11/17
Devices for protecting vulnerable sites on patients from liquid contamination and related devices, systems, and methods		Granted	9,724,242	8/8/17
Devices for protecting vulnerable sites on patients from liquid contamination and related devices, systems, and methods		Ready for examination		

Schedule D

DOMAIN NAMES

Description	Owned	In Use	Created Date	Comment	Disposition
aqua-guard.com	yes	yes	5/29/1999	Web.com is the registrar for this domain, Auto-renewal is ON	
aquaguard.us.com	yes	no		Web.com is the registrar for this domain, Auto-renewal is ON	Domain Name registered as Public
aqua-guard.us.com	yes	no		Web.com is the registrar for this domain, Auto-renewal is ON	Domain Name registered as Public
aquaguardboot.com	yes	no	12/17/2013	Domain Purchase is the Registrar for this domain.	Domain Name/Private Registration for Domain Name
aquaguardboot.net	yes		12/17/2012	I and I.com is the Registrar for this domain, AUTO Renewal is On	Domain Name/Private Registration for Domain Name
aquaguardglove.com	yes		12/17/2012	I and I.com is the Registrar for this domain, AUTO Renewal is On	Domain Name/Private Registration for Domain Name
aquaguardglove.net	yes		12/17/2012	I and I.com is the Registrar for this domain, Auto Renewal is On	Domain Name/Private Registration for Domain Name
aqua-glove.com	yes		1/28/13 reactivated	I and I.com is the Registrar for this domain, Auto Renewal is ON	Domain Name/Private Registration for Domain Name
aqua-glove.net	yes		1/28/2013 reactivated	I and I.com is the Registrar for this domain, Auto Renewal is ON	Domain Name/Private Registration for Domain Name

The jurisdiction where the applications or registrations for all IP are located is the United States.