

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MECTRA LABS, INC.		10/31/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	KVI LLC		
Street Address:	8101 WALLACE ROAD		
Internal Address:	C/O KEY SURGICAL LLC		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1672510	MECTRA LABS	
Registration Number:	1661605	M	
Registration Number:	1767991	MECTRA	
Registration Number:	3164769	ELECTRO LUBE	
Registration Number:	4210775	ALIEN	
Serial Number:	88038045	MR. CLEAR	
Serial Number:	88038046	MISTER CLEAR	
Serial Number:	88038047	MAGI	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	trademark.mpl@stinson.com		
Correspondent Name:	STINSON LEONARD STREET LLP		
Address Line 1:	50 SOUTH 6TH STREET, STE 2600		
Address Line 2:	CYNTHIA MAUST, PARALEGAL		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	2011351-0017		

CH \$215.00 1672510

NAME OF SUBMITTER:	CYNTHIA MAUST
SIGNATURE:	/Cynthia Maust/
DATE SIGNED:	11/05/2018
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made by and between Mectra Labs, Inc., an Indiana corporation, (“Assignor”), and KVI LLC, a Delaware limited liability company (“Assignee”).

RECITALS

Assignor and Assignee are parties to an Asset Purchase Agreement (the “Purchase Agreement”) dated October 31, 2018 (the “Effective Date”) whereby Assignor sells, assigns, transfers, and conveys all of Assignor’s right, title, and interest in, to, and under the Intellectual Property Assets (as defined below) to Assignee.

The parties wish to execute this Intellectual Property Assignment to effectuate the assignment of the Intellectual Property Assets from Assignor to Assignee.

In exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

Any capitalized terms not defined herein shall have the meaning given to them in the Purchase Agreement. In addition to other terms defined throughout this Intellectual Property Assignment, the following capitalized terms shall have the following meaning:

“Intellectual Property” means any and all intellectual property and industrial property, and all related rights, interests, and protections, however arising, pursuant to the laws of any jurisdiction throughout the world, all registrations, applications for registration filed and pending, and renewals of such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trademarks, service marks, trade names, and similar indicia of source or origin; websites and domain names, social media account names and pages, and all related content and data; designs and design registrations; copyrights and works of authorship, whether or not copyrightable; trade secrets, inventions, technology, and other confidential and proprietary information, whether or not patentable; mask works; and patents (including all reissues, divisionals, continuations, continuations-in-part, and extensions thereof).

“Intellectual Property Assets” means all Intellectual Property that is owned by Assignor and used or held for use in the conduct of the Business as currently conducted, including, without limitation, the filed patents identified on Schedule A, trademarks identified on Schedule B, domain name identified on Schedule C, and unfiled patent applications identified on Schedule D, attached hereto, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

ASSIGNMENT

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors, legal representatives, and assignees, effective as of the Effective Date, and Assignee hereby accepts the assignment, transfer, and conveyance of all of Assignor's rights, title, and interest in and to the Intellectual Property Assets.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Intellectual Property Assets in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and it is in effect as of the Effective Date.

This 31st day of October, 2018.

Mectra Labs, Inc. (Assignor)

By: Thomas P. Clement

Printed Name: Thomas P. Clement

Title: President

STATE OF Indiana)
) SS
COUNTY OF Monroe)

NOTARY ACKNOWLEDGEMENT

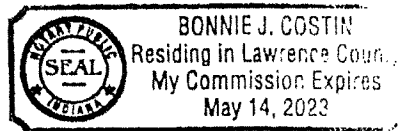
Before me, a Notary Public, in and for Monroe County, State of Indiana personally appeared Thomas P. Clement, President of Mectra Labs, Inc. and acknowledged the execution of this instrument this 31st day of October, 2018.

Bonnie J. Costin
Notary Public

Bonnie J. Costin
Printed Name

My Commission Expires: May 14, 2023 Resident of Lawrence County

ASSIGNEE TO SIGN ON NEXT PAGE



This 31st day of October, 2018.

KVI LLC (Assignee)

By: *[Signature]*

Printed Name: Scot J. Milchman

Title: Chief Executive Officer

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

NOTARY ACKNOWLEDGEMENT

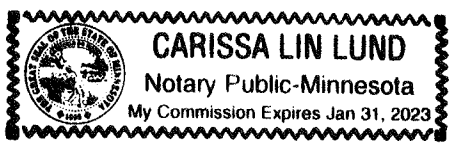
Before me, a Notary Public, in and for Hennepin County, State of MN, personally appeared Scot Milchman and acknowledged the execution of this instrument this 30 day of October, 2018.

Carissa Lund
Notary Public


Carissa Lund
Printed Name

My Commission Expires: 01/31/2023

Resident of Dakota County



SCHEDULE B

Trademark Name	Country Name	Goods/Services	Trademark Status	App. No.	File Date	Reg. No.	Reg. Date	B&T reference number
LECTRA LABS	United States of America	Class 10: hand held medical instruments, valves, lavages, and tubing adapters, all for use in surgery	Registered	74/109879	29-Oct-1990	1672510	21-Jan-1992	6034-19570
 M DESIGN	United States of America	Class 10: hand held medical instruments, valves, lavages, and tubing adapters, all for use in surgery	Registered	74/109877	29-Oct-1990	1661605	22-Oct-1991	6034-19753
LECTRA	United States of America	Class 10: hand-held medical instruments, valves, lavages, and tubing adapters, all for use in surgery	Registered	74/200659	04-Sep-1991	1767991	27-Apr-1993	6034-21370
LECTRO LUBE	United States of America	Class 5: surgical lubricants for use on medical and surgical instruments	Registered	78/616265	25-Apr-2005	3164769	31-Oct-2006	6034-77594
LIEN	United States of America	Class 10: Medical devices, namely, endoscopic needles	Registered	85/210707	05-Jan-2011	4210775	18-Sep-2012	N/A
IR. CLEAR	United States of America	Class 10: endoscope anti-fog solution	Filed	88/038045	14-Jul-2018	N/A	N/A	6034-281324
IISTER CLEAR	United States of America	Class 10: endoscope anti-fog solution	Filed	88/038046	14-Jul-2018	N/A	N/A	6034-281325
IAGI	United States of America	Class 10: medical devices, namely, insufflation needles	Filed	88/038047	14-Jul-2018	N/A	N/A	6034-281326

Unregistered Trademarks

- Mectra Glow for tubing
- Bahama Hook for a neurosurgical instrument

SCHEDULE C

Domain Name

www.mectralabs.com