

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digitcare Corporation		10/30/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Ansell Healthcare Products LLC		
Street Address:	111 Wood Avenue South		
Internal Address:	Floor 2		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	Limited Liability Company: <b>NEW JERSEY</b>		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4792195		
Registration Number:	5461704		
Registration Number:	5375353	CHOOSING THE RIGHT GLOVE IS BLACK AND WH	
CORRESPONDENCE DATA			
Fax Number:	7329357122		
<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:	732-935-7100		
Email:	docketing@mtiplaw.com		
Correspondent Name:	Moser Taboada / Charles Guarino		
Address Line 1:	1030 Broad Street - Suite 203		
Address Line 4:	Shrewsbury, NEW JERSEY 07748		
ATTORNEY DOCKET NUMBER:	A_TM1208US1/US2/1209		
NAME OF SUBMITTER:	Charles P. Guarino		
SIGNATURE:	/Charles P. Guarino/		
DATE SIGNED:	11/29/2018		
Total Attachments: 7 source=DIGITCARE - TM ASSIGNMENT#page1.tif			

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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Trademark Assignment**”), dated October 31, 2018 (the “**Effective Date**”), is made by and between Digitcare Corporation, located at 3304 Pico Boulevard #K, Santa Monica, California 90405 (“**Seller**”), and Ansell Healthcare Products LLC, a Delaware limited liability company having a principal place of business at 111 Wood Avenue South, Floor 2, Iselin, New Jersey 08830 (“**Purchaser**”). Capitalized terms used herein shall have the meaning ascribed to such term in the Asset Purchase Agreement, dated the date hereof, by and between Seller and Purchaser (“**Purchase Agreement**”).

**WHEREAS**, the Purchaser is the buyer of certain assets of Seller pursuant to the Purchase Agreement;

**WHEREAS**, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office (“**USPTO**”).

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration received, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby assumes, all of Seller’s right, title, and interest in and to the following:

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin the trademark registrations and trademark applications set forth on Schedule 1 hereto and all registrations, applications for registration, issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all social media accounts or user names (including “handles”) incorporating any Assigned Trademarks or any acronym, abbreviation, or component thereof, including the social media accounts listed on Schedule 2, and all associated social media sites and pages, and all content and data thereon or relating thereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

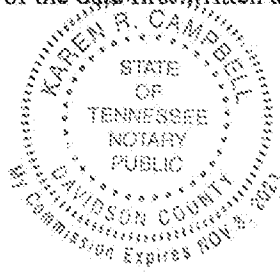
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[The remainder of this page is left blank intentionally. Signature page follows.]*

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Trademark Assignment as of the date first written above.



DIGITCARE CORPORATION

By: [Signature]  
Name: William J. Jordan  
Title: President & Chief Executive Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
Tennessee )SS.  
COUNTY OF \_\_\_\_\_ )  
Davidson

On the 30<sup>th</sup> day of October, 2018, before me personally appeared William J. Jordan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President & Chief Executive Officer of Digitcare Corporation, a California corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of Digitcare Corporation for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Karen R. Campbell

My Commission Expires: 08/08/2021

AGREED TO AND ACCEPTED:

ANSELL HEALTHCARE PRODUCTS LLC

By: \_\_\_\_\_  
Name: Mark Nicholls  
Title: President

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 )SS.  
COUNTY OF MIDDLESEX )

On the \_\_\_\_ day of October, 2018, before me personally appeared Mark Nicholls, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Ansell Healthcare Products LLC, and acknowledged the instrument to be his free act and deed/the free act and deed of Ansell Healthcare Products LLC for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Trademark Assignment as of the date first written above.

DIGITCARE CORPORATION

By: \_\_\_\_\_  
Name: William J. Jordan  
Title: President & Chief Executive Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ )

On the \_\_\_ day of October, 2018, before me personally appeared William J. Jordan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President & Chief Executive Officer of Digitcare Corporation, a California corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of Digitcare Corporation for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_

AGREED TO AND ACCEPTED:

ANSELL HEALTHCARE PRODUCTS LLC  
By: \_\_\_\_\_  
Name: Mark Nicholls  
Title: President

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
COUNTY OF MIDDLESEX )

On the 26 day of October, 2018, before me personally appeared Mark Nicholls, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Ansell Healthcare Products LLC, and acknowledged the instrument to be his free act and deed/the free act and deed of Ansell Healthcare Products LLC for the uses and purposes mentioned in the instrument.



\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires: \_\_\_\_\_  
TARA M. SIMUN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 21, 2019


**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Black and White Design (Principal Register) 	United States of America	5,461,704	May 8, 2018
Black and White Design (Supplemental Register) 	United States of America	4,792,195	October 5, 2015
CHOOSING THE RIGHT GLOVE IS BLACK AND WHITE®	United States of America	5,375,353	January 9, 2018

Trademark Applications

Mark	Jurisdiction	Application Type	Application Serial Number	Filing Date
Black and Grey Design 	United States of America	1a	87778370	January 31, 2018

Common Law Trademarks

APEXPro™	FlexSense™
BarrierMax™	FrontLine™
Central Supply – SPD Plus™	ICU 911-T™
Defender™	SafeGlo™
Defender T™	SupaFlex™
Digitcare™	Ultra-Long 16-SPD™
DigitFree™	Ultra-Long Plus™
DigitSafety™	ULN 16-SPD™
HaloKote™	



**SCHEDULE 2**  
**Social Media Accounts**

None.