

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KONINKLIJKE PHILIPS ELECTRONICS N.V.		08/10/2016	Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ZOLL Circulation, Inc.		
Street Address:	2000 Ringwood Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95141		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4489206	COOLREPEAT	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Debra S. Serota		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	40200-0368001		
NAME OF SUBMITTER:	Debra S Serota		
SIGNATURE:	/debra s serota/		
DATE SIGNED:	03/08/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made this 10th day of Aug, 2016, effective as of November 21, 2014 ("the Effective Date"), by and between KONINKLIJKE PHILIPS ELECTRONICS N.V., (a public limited liability company of the Netherlands) of High Tech Campus 5, 5656 AE Eindhoven, Netherlands, ("Assignor") and ZOLL Circulation, Inc., a Delaware corporation, and having a usual place of business at 2000 Ringwood Avenue, San Jose, CA 95141 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Philips Electronics North America Corporation ("PENAC") and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 17, 2014 (the "Purchase Agreement"), pursuant to which PENAC agreed to transfer, sell and convey to Assignee substantially all of the assets of PENAC's Business (as defined in the Purchase Agreement) including those owned by its Affiliates, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is made pursuant to Section 4.2 (d) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey, deliver and transfer unto Assignee Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, together with income, royalties, damages or payments due on or after the Effective Date, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee in accordance with the terms of this instrument.

This Assignment shall be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors and assigns.

This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: KONINKLIJKE PHILIPS
ELECTRONICS N.V.
Name: Michael E. Marion
Signature: *[Signature]*
Authorized Signatory

NOTARIZATION

On this 10TH day of AUGUST, ²⁰¹⁶2015, before me, the undersigned Notary Public, personally appeared MICHAEL E. MARION, proved to me through satisfactory evidence of identification, which was/were COMPANY ID, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Elise M. Smith
Signature of Notary

ELISE M. SMITH
Notary Public, State of New York
No. 4931818
Qualified in Westchester County
Commission Expires May 31, 2018

(Seal)

My Commission Expires: MAY 31, 2018

ASSIGNEE: ZOLL CIRCULATION, INC.
Name: James Palazzolo
Signature: _____
Title: President

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

Exhibit A

Marks

Mark	Country	Application Number	Registration Number
COOLREPEAT	USA	App 85716388	Reg 4489206
COOLREPEAT	Int'l Japan Russia China Europe	App 1155728	Reg 1155728
UROCOOL	Int'l Japan Russia China Europe	App 1155498	Reg 1155498