

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NxStage Medical, Inc.		02/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	B. Medical LLC		
Street Address:	824 Twelfth Avenue		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18018		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3265436	LOCKSITE	
Registration Number:	1850632	READYSET	
Registration Number:	3127215	STREAMLINE	
Registration Number:	2322952	MEDISYSTEMS	
Registration Number:	2500286		
CORRESPONDENCE DATA			
Fax Number:	2026626291		
<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:	(202)662-6000		
Email:	jaugsburger@cov.com		
Correspondent Name:	Covington & Burling LLP		
Address Line 1:	One CityCenter, 850 Tenth Street, NW		
Address Line 2:	Attn: Patent Docketing		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	033506.00009		
NAME OF SUBMITTER:	Jennifer Augsburger		
SIGNATURE:	/jenn augsburger/		
DATE SIGNED:	04/11/2019		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of February 21, 2019 is made by NxStage Medical, Inc., a corporation incorporated under the laws of Delaware (“Assignor”) in favor of B. Medical LLC, a limited liability company formed under the laws of Pennsylvania (“Assignee”).

WHEREAS, under the terms of that certain Contribution, Assignment and Assumption Agreement, dated as of the date hereof, by and between Assignor and Assignee, Assignor has contributed, sold, assigned, transferred and conveyed to Assignee, among other assets, certain intellectual property of Assignor;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably contributes, sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all 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 rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other applicable governmental authority in any jurisdiction to record and register this Trademark Assignment upon request by Assignee. Each party hereto promises to deliver upon request of the other party all such additional assignments, assumptions and other documents which may be reasonably necessary to accomplish the intent of this Trademark Assignment.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee

with respect to the Assigned Trademarks. The representations, warranties, covenants, and agreements contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Execution. Execution of this Trademark Assignment by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever.

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws, of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

NXSTAGE MEDICAL, INC.

By:



Name: Jeffrey H. Burbank

Title: Executive Vice President

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Status	Application Number	Registration Number	Registration Date
Locksite	United States	Registered	76/489,216	3265436	July 17, 2007
Readyset	United States	Registered	74/454,340	1850632	August 23, 1994
Streamline	United States	Registered	76/118,725	3127215	August 8, 2006
Medisystems	United States	Registered	75/443,438	2322952	February 29, 2000
Medisystems (Logo)	United States	Registered	76/152,564	2500286	October 23, 2001
Medisystems	Argentina	Registered	3129080	2553439	January 4, 2013
Medisystems (Design)	Argentina	Registered	3129349	2554169	January 11, 2013
Medisystems	Australia	Registered	1458032	1458032	June 12, 2012
Medisystems (Design)	Australia	Registered	1459892	1459892	November 16, 2011
Medisystems	Brazil	Published	831258756	n/a	n/a
Medisystems (Design)	Brazil	Registered	831259752	831259752	December 30, 2014
Medisystems	Canada	Registered	1,551,848	TMA840228	January 15, 2013
Medisystems (Design)	Canada	Registered	1,552,942	TMA836000	November 7, 2012
Medisystems	Chile	Registered	977966	955338	July 10, 2012
Medisystems (Design)	Chile	Registered	979379	995940	February 27, 2013
Medisystems (Design)	China	Registered	10211069	10211069	January 28, 2013
Medisystems	Colombia	Published	14-227551	n/a	n/a
Medisystems (Design)	European Union	Registered	1269950	1269950	October 3, 2000
Medisystems	Japan	Registered	2011-80093	5557175	February 15, 2013
Medisystems (Design)	Japan	Registered	2011-82280	5483970	April 6, 2012
Readyset	Mexico	Registered	318363	569831	December 19, 1997
Medisystems	Mexico	Registered	318361	569829	December 19, 1997
Medisystems (Design)	Mexico	Registered	1228234	1281438	April 24, 2012
Medisystems	New Zealand	Registered	852044	852044	May 9, 2012
Medisystems (Design)	New Zealand	Registered	852512	852512	May 17, 2012