

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B. Medical LLC		02/22/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	B. Braun Medical Inc.		
Street Address:	824 Twelfth Avenue		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18018		
Entity Type:	Corporation: 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:	05/09/2019		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of February 22, 2019 is made by B. Medical LLC, a limited liability company formed under the laws of Pennsylvania (the "LLC") in favor of B. Braun Medical Inc., a Pennsylvania corporation ("BBMI"). Unless otherwise defined herein, capitalized terms shall be used herein as defined in the Contribution Agreement.

WHEREAS, under the terms of that certain Contribution, Assignment and Assumption Agreement, dated as of February 21, 2019 (the "Contribution Agreement"), NxStage Medical, Inc., a Pennsylvania corporation ("NxStage"), contributed to the LLC certain of NxStage's assets (the "NxStage Assets"), NxStage has contributed, sold, assigned, transferred and conveyed to the LLC, among other assets, certain intellectual property of NxStage ("NxStage IP");

WHEREAS, pursuant to that certain Securities Purchase Agreement between NxStage and BBMI, dated as of July 10, 2018, as amended on December 11, 2018, BBMI purchased all of the issued and outstanding membership interests of the LLC from NxStage and, as of the date hereof, the LLC is a wholly-owned subsidiary of BBMI;

WHEREAS, pursuant to that certain Bill of Contribution between the parties, dated as of February 22, 2019, certain of the NxStage Assets were contributed, assigned, transferred and delivered from the LLC to BBMI; and

WHEREAS, the LLC and BBMI desire into this Agreement for the LLC to assign to BBMI, and for BBMI to assume from the LLC, certain NxStage IP.

NOW THEREFORE, the LLC agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LLC hereby irrevocably contributes, sells, assigns, transfers and conveys to BBMI all of the LLC'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 the LLC 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. The LLC 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 Agreement upon request by BBMI. 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 Agreement.

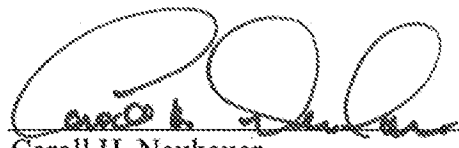
3. Execution. Execution of this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

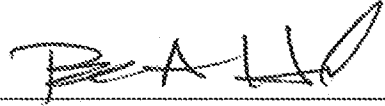
4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable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

5. Governing Law. This Agreement 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.

IN WITNESS WHEREOF, the LLC has duly executed and delivered this Agreement as of the date first written above.

B. MEDICAL LLC

By: 
Caroll H. Neubauer
President

By: 
Bruce A. Heugel
VP, Chief Financial Officer and Treasurer

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Status	Application Number	Registration Number	Registration Date
Locksite	United States	Registered	76/489,216	3265436	July 17, 2007
Readysat	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

Mark	Jurisdiction	Status	Application Number	Registration Number	Registration Date
Readysset	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