

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermedx, LLC		05/22/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	First Commonwealth bank		
Street Address:	600 Philadelphia Street		
City:	Indiana		
State/Country:	PENNSYLVANIA		
Postal Code:	15101		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5219736	FLUIDSMART	
Registration Number:	3958169	THERMEDX	
Serial Number:	87451149	X-FLO	
Registration Number:	3971454	37 5	
CORRESPONDENCE DATA			
Fax Number:	2168310542		
<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:	2168310042		
Email:	pbrosse@meyersroman.com		
Correspondent Name:	Peter D. Brosse		
Address Line 1:	28601 Chagrin Blvd.		
Address Line 2:	Suite 600		
Address Line 4:	Cleveland, OHIO 44122		
NAME OF SUBMITTER:	Peter D. Brosse		
SIGNATURE:	/Peter D. Brosse/		
DATE SIGNED:	05/22/2019		
Total Attachments: 22			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 22, 2019 (as may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), made by THERMEDX, LLC, an Ohio limited liability company ("Borrower"), in favor of FIRST COMMONWEALTH BANK, ("Lender") .

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Borrower and Lender, Lender has agreed to make a certain SBA Loan to Borrower, and Borrower has granted a security interest to Lender, in, among other things, all right, title and interest of Borrower in, to and under all of Borrower's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations, as defined in the Credit Agreement; and

WHEREAS, Borrower is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Credit Agreement, Borrower hereby agrees with Lender as follows:

I. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all of Borrower's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all written agreements naming Borrower as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to "shrink-wrap" or "click-through" software licenses).

"Credit Agreement" shall have the meaning assigned to such term in the recitals of this Agreement.

"Intellectual Property" shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents; Mask Works; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

"Mask Works" shall mean all of Borrower's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title, and interest in and to mask works or similar rights available for the protection of semiconductor chips.

"Patents" shall mean all of Borrower's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

"Trademarks" shall mean all of Borrower's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's (or if referring to another Person, such other Person's) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean, collectively, each agreement, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark.

(c) Other Definitional Provisions

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, Borrower hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Security Agreement, does hereby grant) to Lender a lien and security interest in Borrower's entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Borrower, and including, without limitation, Borrower's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Borrower's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. Protection of Intellectual Property by Borrower. Borrower shall, at its sole cost, expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 4.4 of the Security Agreement in respect to the Intellectual Property.

4. Representations and Warranties. Borrower represents and warrants that:

(a) Schedule I is a true, correct and complete list of all registered or applied-for Intellectual Property in which Borrower purports to have an ownership or license interest.

(b) Borrower has the legal right and authority to enter into this Agreement and perform its terms.

(c) If Borrower amends its name, Borrower shall provide copies of such amendment documentation to Lender and shall re-register Borrower's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Lender shall request to maintain a perfected first priority security interest in the IP Collateral subject to Permitted Encumbrances.

5. No Violation of Credit Agreement. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Loan Document.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement provided, however, that if such additional property or rights are jointly owned between Borrower and any third party, the provisions of this Agreement shall only apply to the extent of the portions of such property or rights that are owned by Borrower.

(b) Upon the request of Lender, Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's security interest in any IP Collateral and the goodwill of Borrower relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, United States Copyright Office or any similar office).

7. Borrower's Rights to Enforce Intellectual Property. Prior to Lender's giving of notice to Borrower following the occurrence and during the continuance of an Event of Default, Borrower shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Borrower on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Following the occurrence and during the continuance of any Event of Default, Lender, by written notice to Borrower may terminate or limit Borrower's rights under this Section 7.

8. Lender's Actions to Protect Intellectual Property. Following the occurrence and during the continuance of an Event of Default, and if the Borrower declines after being requested to do so by Lender, acting in its own name or in that of Borrower, may (but shall not be required to) act in Borrower's place and stead and/or in Lender's own right with respect to the rights and obligations of Borrower under Section 3, Section 6 and Section 7 hereof.

9. **RESERVED.**

10. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, Lender may exercise all rights and remedies as provided for in the Credit Agreement.

11. Lender as Attorney In Fact.

(a) Borrower hereby irrevocably constitutes and designates Lender as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to

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include any new or additional Intellectual Property of Borrower.

(ii) Exercise any of the rights and powers of Lender referenced herein in accordance with this Agreement.

- (b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are paid in full.
- (c) Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 6(b), Section 8 or Section 10 of this Agreement, but if Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Borrower for any act or omission to act, except to the extent Lender acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.

12. Lender's Rights. Upon an Event of Default and during the continuance thereof, any use by Lender of the IP Collateral, as authorized hereunder in connection with the exercise of Lender's rights and remedies under this Agreement, the Credit Agreement and under the other Loan Documents shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

13. No Limitation: Loan Documents. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest granted to Lender with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, and if required by Lender, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender, for the benefit of Lender, under the Security Agreement and the other Loan Documents. The other Loan Documents (and all rights and remedies of Borrower, and Lender thereunder) shall remain in full force and effect in accordance with their terms.

14. Termination: Release of IP Collateral. This Agreement and all obligations of Borrower and Lender hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full. Upon termination of this Agreement, Lender shall, at the expense of the Borrower, take such actions required by the Credit Agreement or the Security Agreement or as otherwise reasonably requested by Borrower to release its security interest in the IP Collateral.

15. Binding Effect: Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

16. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

17. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile machine or in ".pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be treated in all manner and

respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

18. Copy of Agreement. Borrower acknowledges receipt of a signed copy of this Agreement.

19. SBA Guaranty Provision. The Loan secured by this lien was made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed and enforced under federal law.

(b) Bank or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. No Borrower or Guarantor may claim or assert any local or state law against SBA to deny any obligation of Borrower, defeat any claims of SBA, or preempt federal law.


(c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

BORROWER:

THERMEDX, LLC
An Ohio limited liability company


By: Douglas L. Carr
Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

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LENDER:

FIRST COMMONWEALTH BANK

By: 
Jerry M. Krieg

Vice President, Senior SBA Lender

[Signature Page to Intellectual Property Security Agreement]

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Schedule 1 – Licenses

- Pursuant to distributor agreements, Borrower has granted the distributors the right to use the following trademarks in connection with the sale, marketing, and distribution of Borrower's products:
 - Thernedx®
 - FluidSmart®
 - X-flo®
- The Borrower, via its Mutual Development & Supply Agreement with Auris Health, has agreed to the following intellectual property ownership, licensing, and enforcement provisions:

7. Intellectual Property Ownership and Licenses

- 7.1. Background IP. As between Auris and Thernedx, each Party shall retain sole ownership of all rights, title and interests in and to its Intellectual Property (whether owned or controlled) (a) in existence prior to the Effective Date or (b) developed by or on its behalf thereafter independent of this Agreement and the Parties' relationship hereunder ("Thernedx Background IP" and "Auris Background IP", respectively, and collectively, "Background IP").
- 7.2. Non-Robotics IP. All rights, title and interests in and to any Intellectual Property that is developed, invented, conceived or reduced to practice by or on behalf of any Party in connection with or as a result of activities under this Agreement that is not related to the Robotics Field ("Non-Robotics IP") shall be solely owned by Thernedx, Auris will and hereby does assign to Thernedx all of its rights, title and interests in and to the Non-Robotics IP. For clarity, the Non-Robotics IP does not include any Auris Background IP, and Thernedx will not obtain any rights in the Auris Background IP.
- 7.3. Robotics IP.
 - 7.3.1. All Intellectual Property that is developed, invented, conceived or reduced to practice by or on behalf of any Party (whether solely or jointly with the other Party) in connection with or as a result of activities under this Agreement and relating to the Robotics Field ("Robotics IP") shall be jointly owned by both Parties. Each Party will and hereby does assign to the other Party a joint interest in and to all Robotics IP. For clarity, Robotics IP does not include any Background IP, and neither Party will obtain any rights in the Background IP of the other Party pursuant to the foregoing assignment.
 - 7.3.2. Subject to the terms and conditions of this Agreement (including any exclusivity commitments set forth in a Collaboration Plan), each Party may exploit or license the Robotics IP for any purpose without any duty of accounting to the other Party, and each Party hereby consents and will consent to any such exploitation or licensing.

- 7.3.3. The JDC shall identify all Robotics IP and determine allocation of responsibility for prosecuting and maintaining Intellectual Property filings covering the Robotics IP.
- 7.4. Further Assurances. Each Party shall take, and shall cause to be taken by its employees or agents, all actions reasonably necessary to effectuate Intellectual Property ownership as set forth in this Article 7, including by executing or causing execution of further assignments, consents, releases and other commercially reasonable documentation and providing good faith testimony by declaration, affidavit, in-person or otherwise. Each Party will also promptly disclose to the other Party all potentially patentable inventions which may constitute Robotics IP, and Auris will also promptly disclose to Thermedx all potentially patentable inventions which may constitute Non-Robotics IP.
- 7.5. Thermedx Development License. During the Term, and subject to the terms of this Agreement, Auris hereby grants to Thermedx a revocable, nonexclusive, non- sublicensable, royalty-free, fully-paid license under Auris Background IP solely to the extent reasonably necessary for Thermedx to perform its development work under this Agreement (but without any right to disassemble, reverse-engineer, or decompile any deliverable from Auris without Auris's written consent).
- 7.6. Auris Development License. During the Term, and subject to the terms of this Agreement, Thermedx hereby grants to Auris a revocable, nonexclusive, non- sublicensable, royalty-free, fully-paid license under Thermedx Background IP and the Non-Robotics IP solely to the extent reasonably necessary for Auris to perform its development work under this Agreement (but without any right to disassemble, reverse-engineer, or decompile any deliverable from Thermedx without Thermedx's written consent).
- 7.7. Auris Commercial License. During the Term, and subject to the terms of this Agreement, Thermedx hereby grants to Auris a non-exclusive, non-sublicensable, royalty-free, fully-paid license under Thermedx Background IP and Non-Robotics IP to make, have made, use, sell, offer to sell, have sold, import and otherwise exploit robotic endoscopic systems that incorporate Products purchased from Thermedx pursuant to this Agreement. However, during the Term and subject to the Supply Failure or Regulatory Action provisions of Section 5.10.2 and 5.10.4, Thermedx will retain the sole right and responsibility to manufacture and supply the Products to Auris for incorporation into or use with Auris's Monarch Platform and other future Auris surgical robotic systems.
- 7.8. Enforcement of Robotics IP.
- 7.8.1. Notice. If either Auris or Thermedx becomes aware of any infringement, anywhere in the world, of any Robotics IP, such Party will promptly notify the other Party in writing to that effect. Any such notice shall include any available evidence to support an allegation of infringement by such Third Party.

- 7.8.2. **First Right of Enforcement.** Except as otherwise provided in Section 7.8.3, Auris shall have the first right but not the obligation, at its own expense, to take action to obtain a discontinuance of infringement or bring suit against a Third Party infringer of any Robotics IP. At Auris's request, Thermedx shall join any such suit as a party plaintiff, provided that Auris shall bear all the expenses of such suit, including those reasonable expenses incurred by Thermedx as a participant (other than its own independent counsel). Auris shall not consent to the entry of any judgment or enter into any settlement with respect to such an action or suit without the prior written consent of Thermedx (not to be unreasonably withheld) if such judgment or settlement includes a finding or agreement that any Robotics IP is invalid or would enjoin or grant other equitable relief against Thermedx. Auris shall bear all the expenses of any such suit brought by Auris claiming infringement of any Robotics IP.
- 7.8.3. **Second Right of Enforcement.** If Auris has not filed suit against any such Third Party infringer of the Robotics IP within one hundred and twenty (120) days of the notice provided in Section 7.8.1, or if Auris provides written notice to Thermedx that it does not wish to file such suit against any such Third Party infringer, then Thermedx shall have the right, but not the obligation, at its own expense, to bring suit against such Third Party infringer of the Robotics IP. At Thermedx's request, Auris shall join any such suit as a party plaintiff, provided that Thermedx shall bear all the expenses of such suit, including those reasonable expenses incurred by Auris as a participant (other than its own independent counsel). Thermedx shall not consent to the entry of any judgment or enter into any settlement with respect to such an action or suit without the prior written consent of Auris (not to be unreasonably withheld) if such judgment or settlement includes a finding or agreement that any Robotics IP is invalid or would enjoin or grant other equitable relief against Auris. Thermedx shall bear all the expenses of any such suit brought by Thermedx claiming infringement of any Robotics IP.
- 7.8.4. **Cooperation.** Each Party shall cooperate (including by executing any documents required to enable the other Party to initiate such litigation) with the other Party in any suit for infringement of any Robotics IP brought by the other Party against a Third Party in accordance with this Section 7.8 and shall have the right to consult with the other Party and to participate in and be represented by independent counsel in such litigation at its own expense. Neither Party shall incur any liability to the other Party as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any Robotics IP invalid or unenforceable.
- 7.8.5. **Recoveries.** Any recovery obtained by either Party as a result of any such proceeding against a Third Party infringer shall be allocated as follows:
- (a) Such recovery shall first be used to reimburse each Party for all litigation costs in connection with such litigation paid by that Party; and
 - (b) The Party that enforces in accordance with this Section 7.8 shall

receive any remaining portion of such recovery after payment of the amounts specified in Section 7.8.S(a).

- 7.9. **Invalidity Claims.** Each of the Parties will promptly notify the other Party in the event of any legal or administrative action by any Third Party against any patent contained within the Robotics IP, of which it becomes aware, including any nullity, revocation, reexamination or compulsory license proceeding. Responsibility for defending against any such action with respect to the Robotics IP will be determined in the same manner as enforcement of the Robotics IP pursuant to Section 7.8.

Copyrights

None.

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October 04, 2018

Patent List/Status (by Case Number)

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Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10068 Canada		PCT	2754773 07-Sep-2011		2754773 13-Jun-2017	Granted 09-Mar-2030
<p><u>Owner:</u> Themedx, LLC <u>Attorneys:</u> MAJ</p> <p><u>Client:</u> Themedx, LLC <u>Client Reference:</u></p> <p><u>Agent:</u> Norton Rose Fulbright Canada LLP <u>Agent Reference:</u> 05014080-86CA</p> <p><u>Title:</u> SURGICAL FLUID MANAGEMENT SYSTEM HAVING DEFAULT OPERATING PARAMETERS ASSOCIATED WITH A PLURALITY OF MEDICAL PROCEDURES</p> <p><u>Inventors:</u> Williams, Jeffrey B Pyles, Kenneth R Carr, Douglas L Torer, Steven J Donath, Edward R</p>						
TM10068 Canada	1	DIV	2964741 19-Apr-2017			Pending
<p><u>Owner:</u> Themedx, LLC <u>Attorneys:</u> MAJ</p> <p><u>Client:</u> Themedx, LLC <u>Client Reference:</u></p> <p><u>Agent:</u> Norton Rose Fulbright Canada LLP <u>Agent Reference:</u> 05014080-86CA-1</p> <p><u>Title:</u> SURGICAL FLUID MANAGEMENT SYSTEM</p> <p><u>Inventors:</u> Williams, Jeffrey B Pyles, Kenneth R Carr, Douglas L Torer, Steven J Donath, Edward R</p>						
TM10088 European Patent Convention		PCT	10751302.0 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030
<p><u>Owner:</u> Themedx, LLC <u>Attorneys:</u> MAJ</p> <p><u>Client:</u> Themedx, LLC <u>Client Reference:</u></p> <p><u>Agent:</u> Hanna Moore & Curley <u>Agent Reference:</u> K09-1104-01EP</p> <p><u>Title:</u> SURGICAL FLUID MANAGEMENT SYSTEM</p> <p><u>Inventors:</u> Williams, Jeffrey B Pyles, Kenneth R Carr, Douglas L Torer, Steven J Donath, Edward R</p>						
TM10068 European Patent Convention	1	DIV	17174579.7 06-Jun-2017	3248825 29-Nov-2017		Published
<p><u>Owner:</u> Themedx, LLC <u>Attorneys:</u> MAJ</p> <p><u>Client:</u> Themedx, LLC <u>Client Reference:</u></p> <p><u>Agent:</u> Hanna Moore & Curley <u>Agent Reference:</u> K09-1104-01EPDIV</p> <p><u>Title:</u> SURGICAL FLUID MANAGEMENT SYSTEM</p> <p><u>Inventors:</u> Williams, Jeffrey B Pyles, Kenneth R Carr, Douglas L Torer, Steven J Donath, Edward R</p>						

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Patent List/Status (by Case Number)

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Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10068 France		EPP	10751302.0 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030

Owner: ThermoRx, LLC

Attorneys: MAJ

Client: ThermoRx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Torer, Steven J
Donath, Edward R

TM10068 Germany		EPP	10751302.0 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030
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Owner: ThermoRx, LLC

Attorneys: MAJ

Client: ThermoRx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Torer, Steven J
Donath, Edward R

TM10068 Ireland		EPP	10751302.0 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030
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Owner: ThermoRx, LLC

Attorneys: MAJ

Client: ThermoRx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Torer, Steven J
Donath, Edward R

TM10068 Italy		EPP	502017000099634 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030
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Owner: ThermoRx, LLC

Attorneys: MAJ

Client: ThermoRx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Torer, Steven J
Donath, Edward R

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Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10068 Sweden		EPP	10751302.0 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030

Owner: Themedx, LLC

Attorneys: MAJ

Client: Themedx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Toner, Steven J
Donath, Edward R

TM10068 Switzerland		EPP	10751302.0 06-Oct-2011	2405954 18-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030
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Owner: Themedx, LLC

Attorneys: MAJ

Client: Themedx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Toner, Steven J
Donath, Edward R

TM10068 United Kingdom		EPP	10751302.0 06-Oct-2011	2405954 16-Jan-2012	2405954 07-Jun-2017	Granted 09-Mar-2030
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Owner: Themedx, LLC

Attorneys: MAJ

Client: Themedx, LLC

Client Reference:

Agent: Hanna Moore & Curley

Agent Reference: K09-1104-01EP

Title: SURGICAL FLUID MANAGEMENT SYSTEM

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Toner, Steven J
Donath, Edward R

TM10068 United States of America		ORD	12/720475 09-Mar-2010	2010-0228222 09-Sep-2010	8444592 21-May-2013	Granted 26-Jun-2031
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Owner: Themedx, LLC

Attorneys: MAJ

Client: Themedx, LLC

Client Reference:

Agent: Kusner & Jaffe

Agent Reference: TM10068US

Title: FLUID MANAGEMENT SYSTEM WITH PRESSURE AND FLOW CONTROL OPERATING MODES

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L



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Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10068 United States of America	1	CIP	13/798414 13-Mar-2013	2013-0197471 01-Aug-2013	9474848 25-Oct-2016	Granted 13-Aug-2032

Owner: Thermedx, LLC
Client: Thermedx, LLC
Agent: Kusner & Jaffe
Title: FLUID MANAGEMENT SYSTEM
Inventors: Williams, Jeffrey B
Carr, Douglas L
Attorneys: MAJ
Client Reference:
Agent Reference: TM10068US.1

TM10068 United States of America	2	CON	13/887583 06-May-2013	2013-0245599 19-Sep-2013	9272086 01-Mar-2016	Granted 11-Feb-2031
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Owner: Thermedx, LLC
Client: Thermedx, LLC
Agent: Kusner & Jaffe
Title: FLUID MANAGEMENT SYSTEM
Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Carr, Douglas L
Attorneys: MAJ
Client Reference:
Agent Reference: TM10068US.2

TM10068 United States of America	3	CON	15/266389 15-Sep-2016	2017-0000957 05-Jan-2017		Published
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Owner: Thermedx, LLC
Client: Thermedx, LLC
Agent: Kusner & Jaffe
Title: FLUID MANAGEMENT SYSTEM
Inventors: Carr, Douglas L
Williams, Jeffrey B
Attorneys: MAJ
Client Reference:
Agent Reference: TM10068US.3

TM10068 United States of America	4	CON	15/478533 04-Apr-2017	2017-0203028 20-Jul-2017		Published
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Owner: Thermedx, LLC
Client: Thermedx, LLC
Agent: Kusner & Jaffe
Title: FLUID MANAGEMENT SYSTEM
Inventors: Carr, Douglas L
Williams, Jeffrey B
Pyles, Kenneth R
Attorneys: MAJ
Client Reference:
Agent Reference: TM10068US.4

TM10068.1 Brazil		PCT	112015021981-0 08-Sep-2015	112015021981-0 16-Jul-2017		Published
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Owner: Thermedx, LLC
Client: Thermedx, LLC
Agent: NASCIMENTO ADVOGADOS
Title: FLUID MANAGEMENT SYSTEM
Inventors: Williams, Jeffrey B
Carr, Douglas L
Attorneys: MAJ
Client Reference:
Agent Reference: WN/EST - 8750



October 04, 2018

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Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10068.1 Canada		PCT	2905825 11-Sep-2015		2905825 10-Apr-2018	Granted 11-Mar-2034
			<u>Owner:</u> Thernmedx, LLC	<u>Attorneys:</u> MAJ		
			<u>Client:</u> Thernmedx, LLC	<u>Client Reference:</u>		
			<u>Agent:</u> Norton Rose Fulbright Canada LLP	<u>Agent Reference:</u> 05014080-162CA		
			<u>Title:</u> FLUID MANAGEMENT SYSTEM			
			<u>Inventors:</u> Williams, Jeffrey B Carr, Douglas L			
TM10068.1 European Patent Convention		PCT	14779313.7 04-Sep-2015	2988712 20-Jan-2018		Published
			<u>Owner:</u> Thernmedx, LLC	<u>Attorneys:</u> MAJ		
			<u>Client:</u> Thernmedx, LLC	<u>Client Reference:</u>		
			<u>Agent:</u> Hanna Moore & Curley	<u>Agent Reference:</u> K09-1104-02EP		
			<u>Title:</u> FLUID MANAGEMENT SYSTEM			
			<u>Inventors:</u> Williams, Jeffrey B Carr, Douglas L			
TM10074 Australia		DES	13795/2010 01-Sep-2010		333044 30-Sep-2010	Granted 01-Sep-2020
			<u>Owner:</u> Thernmedx, LLC	<u>Attorneys:</u> MK MAJ		
			<u>Client:</u> Thernmedx, LLC	<u>Client Reference:</u>		
			<u>Agent:</u> Pizzozzo Patent & Trade Mark	<u>Agent Reference:</u> 31945THE/MAS		
			<u>Title:</u> CARTRIDGE FOR SURGICAL FLUID MANAGEMENT SYSTEM			
			<u>Inventors:</u> Williams, Jeffrey B			
TM10074 Canada		DES	137039 07-Sep-2010		137039 29-Mar-2011	Granted 29-Mar-2021
			<u>Owner:</u> Thernmedx, LLC	<u>Attorneys:</u> MK MAJ		
			<u>Client:</u> Thernmedx, LLC	<u>Client Reference:</u>		
			<u>Agent:</u> Norton Rose Fulbright Canada LLP	<u>Agent Reference:</u> 05014080-83CA		
			<u>Title:</u> CARTRIDGE FOR STORING AND DISPENSING A SURGICAL FLUID			
			<u>Inventors:</u> Williams, Jeffrey B			
TM10074 European Community		DES	001749482 01-Sep-2010		001749482-0001 01-Sep-2010	Granted 01-Sep-2035
			<u>Owner:</u> Thernmedx, LLC	<u>Attorneys:</u> MK MAJ		
			<u>Client:</u> Thernmedx, LLC	<u>Client Reference:</u>		
			<u>Agent:</u> Ernest Gutmann-Yves Plassensaud	<u>Agent Reference:</u> D00487MC		
			<u>Title:</u> CARTRIDGE DESIGN FOR SURGICAL FLUID MANAGEMENT SYSTEM			
			<u>Inventors:</u> Williams, Jeffrey B			
TM10074 United States of America		DES	29/357184 08-Mar-2010		D657865 17-Apr-2012	Granted 17-Apr-2026
			<u>Owner:</u> Thernmedx, LLC	<u>Attorneys:</u> MK MAJ		
			<u>Client:</u> Thernmedx, LLC	<u>Client Reference:</u>		
			<u>Agent:</u> Kusner & Jaffe	<u>Agent Reference:</u> TM10074US		
			<u>Title:</u> CARTRIDGE FOR SURGICAL FLUID MANAGEMENT SYSTEM			
			<u>Inventors:</u> Williams, Jeffrey B			



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Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10192 United States of America		ORD	12/720496 09-Mar-2010	2010-0228224 09-Sep-2010	8597228 03-Dec-2013	Granted 16-Dec-2031

Owner: Themedx, LLC Attorneys: MK MAJ
Client: Themedx, LLC Client Reference:
Agent: Kusner & Jaffe Agent Reference: TM10192US
Title: FLUID DEFICIT MONITORING IN A FLUID MANAGEMENT SYSTEM

Inventors: Pyles, Kenneth R
Williams, Jeffrey B

TM10193 United States of America		ORD	12/720488 09-Mar-2010	2010-0228223 09-Sep-2010	8790303 29-Jul-2014	Granted 27-Aug-2032
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Owner: Themedx, LLC Attorneys: MK MAJ
Client: Themedx, LLC Client Reference:
Agent: Kusner & Jaffe Agent Reference: TM10193US

Title: FLUID MANAGEMENT SYSTEM HEATER ASSEMBLY AND CARTRIDGE

Inventors: Williams, Jeffrey B
Pyles, Kenneth R
Toner, Steven J
Donath, Edward R

TM10905 Australia		PCT	2015259125 31-Oct-2016		2015259125 15-Mar-2016	Granted 14-May-2035
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Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: ARMOUR IP Agent Reference: P2219AU00
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT

Inventors: Carr, Douglas L
Patel, Niles Rajnikant

TM10905 Canada		PCT	2948184 04-Nov-2016			Pending
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Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: Norton Rose Fulbright Canada LLP Agent Reference: 05014080-181CA
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT

Inventors: Carr, Douglas L
Patel, Niles Rajnikant

TM10905 Canada	1	DIV	2997458 05-Mar-2018			Pending
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Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: Norton Rose Fulbright Canada LLP Agent Reference: 05014080-181CA-1
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT

Inventors: Carr, Douglas L
Patel, Niles Rajnikant

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Case Number	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Status Expiration Date
TM10905		PCT	10-2016-7031418 10-Nov-2016			Pending

Korea, Republic of

Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: JEONG WOO Patent & Trademark Attorneys Agent Reference: PA16860US
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT
Inventors: Carr, Douglas L.
 Patel, Nilesh Rajnikant

TM10905		PCT	MX/a/2016/014664 09-Nov-2016			Pending
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Mexico

Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: Sesma, Sesma & McNeese S.C. Agent Reference:
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT
Inventors: Carr, Douglas L.
 Patel, Nilesh Rajnikant

TM10905		ORD	14/710810 13-May-2015	2015-0328379 19-Nov-2015	9770541 26-Sep-2017	Granted 20-Jan-2036
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United States of America

Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: Kusner & Jaffe Agent Reference: TM10905US
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT
Inventors: Carr, Douglas L.
 Patel, Nilesh Rajnikant

TM10905	1	DIV	15/706822 18-Sep-2017	2016-0000998 04-Jan-2018		Published
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United States of America

Owner: Themedx, LLC Attorneys: MAJ
Client: Themedx, LLC Client Reference:
Agent: Kusner & Jaffe Agent Reference: TM10905US.1
Title: FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT
Inventors: Carr, Douglas L.
 Patel, Nilesh Rajnikant

SUCTION MANIFOLD ASSEMBLY	United States of America	PRI	13/892629	2014-0336599	Published	13-May-2013	13-Nov-2014		
FLUID MANAGEMENT SYSTEM WITH PASS-THROUGH FLUID VOLUME MEASUREMENT	Patent Cooperation Treaty	ORD	PCT/US15/30696	2015-175743	Published	14-May-2015	18-Nov-2015		

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October 04, 2018

Trademark List (by Trademark)

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Trademark	Case Number Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
37 5 (& design)	TM10039CTC European Union (Community)		ORD	009284027 30-Jul-2010	009284027 14-Jan-2011	Registered 30-Jul-2020

Classes: 10 Int.

Owner: Themedx, LLC

Client: Themedx, LLC

Agent: Ernest Gutmann-Yves Plasseraud

Attorneys: MK

Client Reference:

Agent Reference: MDH/MDH/LN
M10241MC

FLUIDSMART	TM11378US United States of America		ORD	87/027762 06-May-2016	5219736 06-Jun-2017	Registered 06-Jun-2027
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Classes: 10 Int.

Owner: Themedx, LLC

Client: Themedx, LLC

Agent: Kusner & Jaffe

Attorneys: MAJ

Client Reference:

Agent Reference: TM11378US

THERMEDX	TM9704EM European Union (Community)		ORD	007444375 05-Dec-2008	007444375 16-Jun-2009	Registered 05-Dec-2018
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Classes: 10 Int.

Owner: Themedx, LLC

Client: Themedx, LLC

Agent: Ernest Gutmann-Yves Plasseraud

Attorneys: MK

Client Reference:

Agent Reference: MDH/BF/SDA
M09543MC

THERMEDX	TM9704US United States of America		ORD	77/498524 13-Jun-2008	3958188 10-May-2011	Registered 10-May-2021
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Classes: 10 Int.

Owner: Themedx, LLC

Client: Themedx, LLC

Agent: Kusner & Jaffe

Attorneys: MK

Client Reference:

Agent Reference: TM9704US

X-FLO	TM11687US United States of America		ORD	87/451149 18-May-2017		Published
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Classes: 10 Int.

Owner: Themedx, LLC

Client: Themedx, LLC

Agent: Kusner & Jaffe

Attorneys: MAJ

Client Reference:

Agent Reference: TM11687US

Description	Country Name	Application Number	Registration Number
37 5 (& design)	USA7	77/924563	3971454

Unregistered Trademarks: FluidSmart

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Mask Works

None.

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