

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AngioDynamics, Inc.		05/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Medline Industries, Inc.		
Street Address:	Three Lakes Drive		
City:	Northfield		
State/Country:	ILLINOIS		
Postal Code:	60093		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5362746	3601	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312 554-8000		
Email:	jmarvel@pattishall.com		
Correspondent Name:	Janet A. Marvel		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	00786-1-4931		
NAME OF SUBMITTER:	Janet Marvel		
SIGNATURE:	/Janet Marvel/		
DATE SIGNED:	06/12/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”), dated as of May 31, 2019, is entered into by and between AngioDynamics, Inc., a Delaware corporation (“Assignor”) NM Holding Company, Inc., a Delaware corporation, Navilyst Medical Holdings, Inc., a Delaware corporation, and Navilyst Medical, Inc., a Delaware corporation (together with Assignor, the “Assigning Parties”) and Medline Industries, Inc., an Illinois corporation (“Assignee”).

WHEREAS, The Assigning Parties are the respective owners of certain intellectual property listed on the attached Schedules A, B, and C (the “Assigned IP”); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of April 17, 2019, (the “Purchase Agreement”); pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, each Assigning Party sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of such Assigning Party in and to (i) the common law trademarks, registered trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill connected with the use of the foregoing; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments that may become due or payable under and with respect thereto after the date hereof, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “Assigned Trademarks”).
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, each Assigning Party sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of such Assigning Party in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments that may become due or payable under and with respect thereto after the date hereof, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

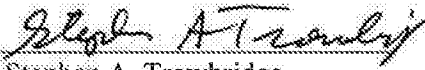
3. Assignment of Domain Names. Effective as of date hereof, and pursuant to the Purchase Agreement, each Assigning Party sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of such Assigning Party in and to (i) the domain names set forth in Schedule C hereto ("Assigned Domain Names").
4. Recordation and Further Actions. Each Assigning Party hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, the domain name registrar, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's reasonable expense, each Assigning Party shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.
5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of each Assigning Party and Assignee.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
7. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
8. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

Signature Page Follows

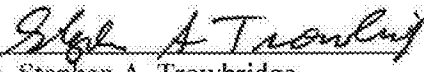
IN WITNESS WHEREOF, each Assigning Party and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNING PARTY:

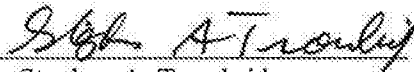
ANGIODYNAMICS, INC.

By: 
Name: Stephen A. Trowbridge
Title: Senior Vice President and
General Counsel

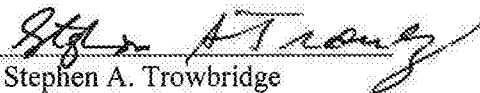
NM HOLDING COMPANY, INC.

By: 
Name: Stephen A. Trowbridge
Title: Senior Vice President and
General Counsel

NAVILYST MEDICAL HOLDINGS, INC.

By: 
Name: Stephen A. Trowbridge
Title: Senior Vice President and
General Counsel

NAVILYST MEDICAL, INC.

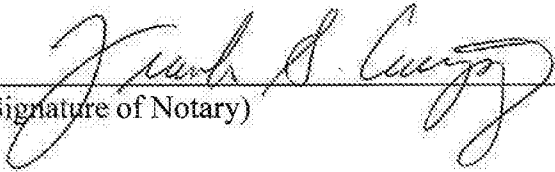
By: 
Name: Stephen A. Trowbridge
Title: Senior Vice President and
General Counsel

STATE OF New York)
) ss.
COUNTY OF New York)

Before me, the undersigned authority, on this 29 day of May, 2016,
Stephen J. Tumbidge personally appeared known to me as the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed, in the capacity state, and with authority to act in this assignment
on behalf of the Assignors.

FRANK S. CAIAZZO
Notary Public, State of New York
No. 43-4777178
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 2022

Notary Public

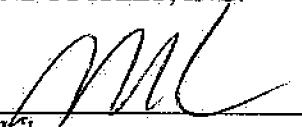

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

MEDLINE INDUSTRIES, INC.

By: 

Name: Alex Liberman

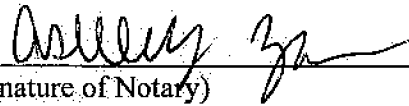
Title: General Counsel and Assistant Secretary

Date: 5/24/19

STATE OF IL)
COUNTY OF Cook) ss.

Before me, the undersigned authority, on this 29 day of MAY, 2019, personally appeared Alex Liberman known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Ashley Zamin
Notary Public


(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



Schedule A-Trademarks

Title	Country	Status	Registration # / Registration Date	Application #/ Application Date	Owner
360i 360i	United States of America	Registered	5362746 26-DEC-2017	87238940 16-NOV-2016	ANGIODYNAMICS, INC.
Acceler-8	United States of America	Unfiled	common law		ANGIODYNAMICS, INC.
Angioflush	United States of America	Unfiled	common law		ANGIODYNAMICS, INC.
Angio-Sac	United States of America	Registered	2562580 16-APR-2002	78022449 22-AUG-2000	NAVILYST MEDICAL, INC.
Compensator	United States of America	Unfiled	common law		ANGIODYNAMICS, INC.
Duet	European Union	Registered	11763695 14-AUG-2013	11763695 23-APR-2013	ANGIODYNAMICS, INC.
Essentials	United States of America	Unfiled	common law		ANGIODYNAMICS, INC.
FLEXCIL	United States of America	Registered	2554145 26-MAR-2002	78022450 22-AUG-2000	NAVILYST MEDICAL, INC.

Schedule A to Intellectual Property Assignment Agreement