

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AusLo Research LLC		05/09/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Clarus Medical, LLC		
Street Address:	13355 10th Ave. North, Suite 110		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3276185	COOLWAVE	
Registration Number:	3558641	CTC ADVANCE	
Registration Number:	1623355	PROSTATRON	
Registration Number:	2504853	TARGIS	
Registration Number:	1792148	UROLOGIX	
Registration Number:	3181815	PROSTIVA	
CORRESPONDENCE DATA			
Fax Number:	6128775072		
<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:	6128775307		
Email:	ipmab@lawmoss.com		
Correspondent Name:	Michael A. Bondi		
Address Line 1:	150 South Fifth Street, Suite 1200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Michael A. Bondi		
SIGNATURE:	/Michael A. Bondi/		
DATE SIGNED:	06/24/2019		
Total Attachments: 7			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into and made effective as of May 9, 2019 (the "Effective Date") by and among **Urologix LLC**, a Delaware limited liability company ("Urologix"), and **AusLo Research LLC**, a Delaware limited liability company ("AusLo"; Urologix and AusLo are individually an "Assignor" and collectively, the "Assignors"), in favor of **Clarus Medical, LLC**, a Minnesota limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignee, the Assignors and AusLo Holdings LLC, a Delaware limited liability company and the sole member of each Assignor, have entered into that certain Asset Purchase Agreement, dated as of April 25, 2019 (the "Purchase Agreement"), pursuant to which Assignors agreed to sell to Purchaser the Assets; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the parties have agreed, among other things, that Assignors will, as of the Closing, assign, transfer, sell and convey to Assignee, and Assignee will assume all of Assignors' rights, title and interests in and to the Assets, including without limitation the Contracts and the Assumed Liabilities; and

WHEREAS, the parties desire to provide for the assignment of such right, title and interest in and to, and the assumption of the Assets and the Assumed Liabilities in accordance with the terms of this Assignment and Assumption Agreement.

Agreement

In consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Pursuant to and in accordance with the terms of the Purchase Agreement, as of the Closing, Assignors do hereby convey, grant, sell, transfer, assign, and deliver to Assignee, and its successors and assigns, all of Assignors' rights, title and interests in and to the Intellectual Property listed on Schedule 1.1(i) of the Purchase Agreement (a copy of which is attached hereto), the Contracts to the extent described in the Purchase Agreement, as well as all intangible Assets and goodwill of the Business, and Assignee hereby accepts such conveyance, grant, transfer and assignment and agrees to purchase and acquire the such rights, title and interests in and to the Intellectual Property, the Contracts, and all intangible Assets. Notwithstanding anything to the contrary contained herein, Assignors are not selling, assigning, conveying, transferring or delivering to Assignee, and the Assignee is not purchasing, acquiring, or accepting from Assignors, any Excluded Assets.

2. Assumption of Liabilities. Pursuant to and in accordance with the terms and conditions of the Purchase Agreement, as of the Closing, each Assignor does hereby sell, assign, transfer and delegate to Assignee all of such Assignor's obligations and duties under the Assumed Liabilities described in the Purchase Agreement, and Assignee hereby accepts such assignment and assumes such Assumed Liabilities and agrees to timely pay, perform and discharge all obligations of Assignors arising under the Assumed Liabilities pursuant to the terms governing the Assumed Liabilities as set forth in the Purchase Agreement.

3. Limitation on the Assumed Liabilities. Assignee is not assuming any obligations or liabilities of the Assignors other than the Assumed Liabilities. Assignors will retain and shall each be responsible for their respective liabilities other than the Assumed Liabilities.

4. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any person or entity, other than Assignors and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities.

5. Amendments; Binding Effect. This Assignment may not be amended or modified in any respect, except by a written instrument signed by Assignors and Assignee making specific reference to this Assignment. This Assignment shall inure to the benefit of and be binding upon Assignors, Assignee and their respective successors and assigns.

6. Governing Law. This Assignment is governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to conflict of laws principles.

7. No Amendment of Asset Purchase Agreement. This Assignment is intended only to document the assignment to and assumption by Assignee of Assignors' rights, title and interest in, to and under the Contracts and the Assumed Liabilities as described in the Purchase Agreement, and the Purchase Agreement is the exclusive source of the understanding between the parties. Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to the provisions of the Purchase Agreement, and, if and to the extent the provisions of this Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained in this Assignment extends, amplifies, diminishes or otherwise alters the representations, warranties, covenants and obligations contained in the Purchase Agreement.

8. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement will survive the execution and delivery of this Assignment.

9. Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of Assignors or Assignee.

10. Signatures. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Assignment delivered via facsimile, PDF format or other electronic means shall be deemed an original for all purposes.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment and Assumption Agreement as of the Effective Date set forth above.

ASSIGNORS:

Urologix LLC



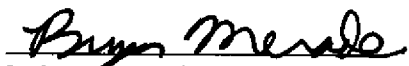
By: Bryon Merade
Its: Chairman

ASSIGNEE:

Clarus Medical, LLC

By: Scott Sundet
Its: Chief Executive Officer

AusLo Research LLC



By Bryon Merade
Its: Chairman

Signature Page to Assignment and Assumption Agreement

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ASSIGNORS:

Urologix LLC


By: Bryon Merade
Its: Chairman

AusLo Research LLC

By Bryon Merade
Its: Chairman

ASSIGNEE:

Clarus Medical, LLC


By: Scott Sundet
Its: Chief Executive Officer

Signature Page to Assignment and Assumption Agreement

Schedule 1.1(i)
to
Purchase Agreement

Schedule 1.1(i)

List of Intellectual Property

Title	Serial No.	Filing Date	Patent No.	Issue	Assignee
COOLED ANTENNA FOR DEVICE INSERTABLE INTO A BODY	12/757,670	4/9/2010	8,728,068	5/20/2014	AUSLO RESEARCH LLC
THERMAL THERAPY TEMPERATURE SENSOR CALIBRATION METHOD	12/387,045	4/27/2009	8,301,264	10/30/2012	AUSLO RESEARCH LLC
RECTAL PROBE WITH DISPOSIBLE BALLOON ASSEMBLY	11/091,107	3/28/2005	8,409,109	4/2/2013	AUSLO RESEARCH LLC
RECTAL TEMPERATURE SENSING PROBE	09/545,696	4/7/2000	6,348,039	2/19/2002	AUSLO RESEARCH LLC
THERMAL THERAPY CATHETER	09/303,259	4/30/1999	6,161,049	12/12/2000	AUSLO RESEARCH LLC
THERMODYNAMIC MODELING OF TISSUE TREATMENT PROCEDURE	09/505,587	2/16/2000	6,312,391	11/6/2001	AUSLO RESEARCH LLC
MICRO WAVE THERAPY APPARATUS	09/411,475	10/1/1999	6,272,384	8/7/2001	AUSLO RESEARCH LLC
APPARATUS FOR TREATING PROSTATE CANCER AND METHOD FOR SAME	10/356,226	1/31/2003	7,041,121	5/9/2006	PROJECT TROJAN INTELLECTUAL PROPERTY ACQUISITION, LLC
METHOD FOR MONITORING IMPEDANCE TO CONTROL POWER AND APPARATUS UTILIZING SAME	10/201,424	7/22/2002	6,855,141	2/15/2005	PROJECT TROJAN INTELLECTUAL PROPERTY ACQUISITION, LLC
METHOD FOR TREATING TISSUE WITH A WET ELECTRODE AND APPARATUS FOR USING SAME	10/201,502	7/22/2002	6,887,237	5/3/2005	PROJECT TROJAN INTELLECTUAL PROPERTY ACQUISITION, LLC
DEVICE AND METHOD FOR	09/680,388	10/4/2000	6,551,300	4/22/2003	PROJECT TROJAN INTELLECTUAL

DELIVERY OF TOPICALLY APPLIED LOCAL ANESTHETIC TO WALL FORMING A PASSAGE IN TISSUE					PROPERTY ACQUISITION, LLC
BIPOLAR ABLATION APPARATUS AND METHOD	09/684,376	10/5/2000	6,638,275	10/28/2003	PROJECT TROJAN INTELLECTUAL PROPERTY ACQUISITION, LLC
METHOD FOR CALCULATING IMPEDANCE AND APPARATUS UTILIZING SAME	10/201,401	7/22/2002	6,730,079	5/4/2004	PROJECT TROJAN INTELLECTUAL PROPERTY ACQUISITION, LLC

Trademarks

Title	Serial No.	Filing Date	Reg. No.	Issue	Status	Assignee
COOLWAVE	78/394,674	4/1/2004	3,276,185	8/7/2007	REGISTERED	UROLOGIX, INC.
CTCADVANCE	77/311,966	10/24/2007	3,558,641	1/6/2009	REGISTERED	UROLOGIX, INC.
PROSTATRON	73801523	5/22/1989	1,623,355	11/20/2000	REGISTERED	UROLOGIX, INC.
TARGIS	75/351,846	9/4/1997	2,504,853	11/6/2001	REGISTERED	UROLOGIX, INC.
UROLOGIX	74/261,868	4/2/1992	1,792,148	9/7/1993	REGISTERED	UROLOGIX, INC.
PROSTIVA	78/592353	3/22/2005	3,181,815	9/7/1993	REGISTERED	Auslo Research, LLC