

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAVILYST MEDICAL, 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: 8			
Property Type	Number	Word Mark	
Registration Number:	2554145	FLEXCIL	
Registration Number:	2562580	ANGIO-SAC	
Registration Number:	2560125	PROTECTION STATION	
Registration Number:	2636239	PERCEPTOR	
Registration Number:	2698997	SQUEEZE CONTRAST CONTROLLER	
Registration Number:	1062155	NAMIC	
Registration Number:	1254062	SOSA	
Registration Number:	1118156	MORSE	
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:	00786-1-4937		
NAME OF SUBMITTER:	Janet Marvel		

CH \$215.00 2554145

SIGNATURE:	/Janet Marvel/
DATE SIGNED:	06/13/2019
Total Attachments: 10 source=Navilist Medical, Inc. Assignment#page1.tif source=Navilist Medical, Inc. Assignment#page2.tif source=Navilist Medical, Inc. Assignment#page3.tif source=Navilist Medical, Inc. Assignment#page4.tif source=Navilist Medical, Inc. Assignment#page5.tif source=Navilist Medical, Inc. Assignment#page6.tif source=Navilist Medical, Inc. Assignment#page7.tif source=Navilist Medical, Inc. Assignment#page8.tif source=Navilist Medical, Inc. Assignment#page9.tif source=Navilist Medical, Inc. Assignment#page10.tif	

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”).

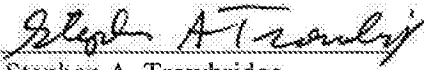
3. Assignment of Domain Names. Effective as of date hereof, and pursuant to the Purchase Agreement, each Assigning Party sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of such Assigning Party in and to (i) the domain names set forth in Schedule 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

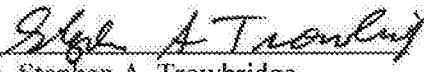
IN WITNESS WHEREOF, each Assigning Party and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNING PARTY:

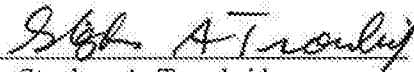
ANGIODYNAMICS, INC.

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

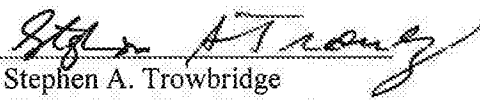
NM HOLDING COMPANY, INC.

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.

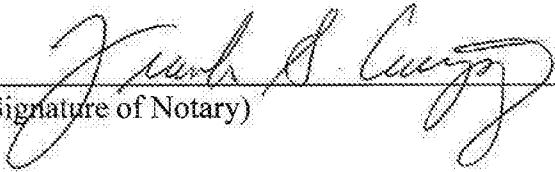
By: 
Name: Stephen A. Trowbridge
Title: Senior Vice President and
General Counsel

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

Before me, the undersigned authority, on this 29 day of May, 2016,
Stephen J. Trumbly 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

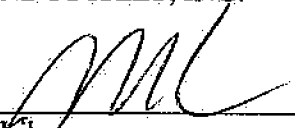

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

MEDLINE INDUSTRIES, INC.

By: 

Name: Alex Liberman

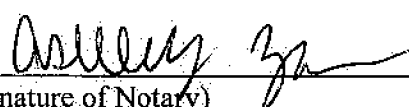
Title: General Counsel and Assistant Secretary

Date: 5/24/19

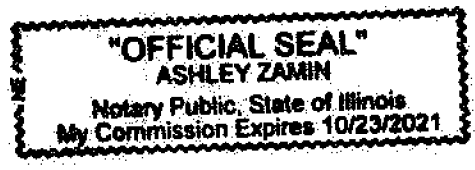
STATE OF IL)
COUNTY OF Cook) ss.

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)



Signature Page to Intellectual Property Assignment Agreement


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

Title	Country	Status	Registration # / Registration Date	Application #/ Application Date	Owner
MORSE	Benelux	Registered	R 490772 Rnw 06-AUG-2010	71271 22-JAN-1991	NAVILYST MEDICAL, INC.
MORSE	Germany	Registered	2020756 17-SEP-1992	N23724 17-JAN-1991	NAVILYST MEDICAL, INC.
MORSE	France	Registered	3206836	3206836 29-JAN-2003	NAVILYST MEDICAL, INC.
MORSE	United Kingdom	Registered	1453202 18-SEP-1992	1453202 18-JAN-1991	NAVILYST MEDICAL, INC.
MORSE	United States of America	Registered	1,118,156 15-MAY-1979	73/092,552 6-JUL-1976	NAVILYST MEDICAL, INC.
NAMIC	Benelux	Registered	490774 22-JAN-1991	071273 22-JAN-1991	NAVILYST MEDICAL, INC.
NAMIC	Germany	Registered	2004489 27-SEP-1991	N23722 17-JAN-1991	NAVILYST MEDICAL, INC.
NAMIC	European Union	Registered	9087545 01-DEC-2010	9087545 07-MAY-2010	NAVILYST MEDICAL, INC.

Schedule A to Intellectual Property Assignment Agreement

Title	Country	Status	Registration # / Registration Date	Application #/ Application Date	Owner
NAMIC	France	Registered	3206837 4-JUL-2003	3206837 29-JAN-2003	NAVILYST MEDICAL, INC.
NAMIC	United Kingdom	Registered	1453201 18-SEP-1992	1453201 18-JAN-1991	NAVILYST MEDICAL, INC.
NAMIC	Japan	Registered	1783973 25-JUN-1985	S57-029621 09-APR-1982	NAVILYST MEDICAL, INC.
NAMIC	United States of America	Registered	1062155 29-MAR-1977	73/092,551 06-JUL-1976	NAVILYST MEDICAL, INC.
NAMIC ナミック	Japan	Registered	1783974 25-JUN-1985	S57-029622 09-APR-1982	NAVILYST MEDICAL, INC.
NAMIC FLUID MANAGEMENT T 	China	Registered	9781653 28-OCT-2013	9781653 29-JUL-2011	NAVILYST MEDICAL, INC.
NAMIC	China	Registered	12611520	12611520	NAVILYST MEDICAL, INC.
Option 125	CA	Unfiled	common law		NAVILYST MEDICAL, INC.

Schedule A to Intellectual Property Assignment Agreement

Title	Country	Status	Registration # / Registration Date	Application #/ Application Date	Owner
PERCEPTOR	Canada	Registered	TMA574528 28-JAN-2003	1070991 14-AUG-2000	NAVILYST MEDICAL, INC.
PERCEPTOR	European Union	Registered	1787241 03-AUG-2001	1787241 01-AUG-2000	NAVILYST MEDICAL, INC.
PERCEPTOR	Japan	Registered	4472758 11-MAY-2001	2000-084767 01-AUG-2000	NAVILYST MEDICAL, INC.
PERCEPTOR	United States of America	Registered	2636239 15-OCT-2002	75922307 18-FEB-2000	NAVILYST MEDICAL, INC.
Protection Station	Canada	Registered	1082742 21-NOV-2000	1082742 21-NOV-2000	NAVILYST MEDICAL, INC.
Protection Station	European Union	Registered	1960764 21-JAN-2002	1960764 17-NOV-2000	NAVILYST MEDICAL, INC.
Protection Station	Japan	Registered	4529650 14-DEC-2001	2000-125782 21-NOV-2000	NAVILYST MEDICAL, INC.

Schedule A to Intellectual Property Assignment Agreement

Title	Country	Status	Registration # / Registration Date	Application #/ Application Date	Owner
Protection Station	United States of America	Registered	2560125 09-APR-2002	76055495 24-MAY-2000	NAVILYST MEDICAL, INC.
Saver-7	United States of America	Unfiled	common law		NAVILYST MEDICAL, INC.
SOSA	Benelux	Registered	R 490773	71272 22-JAN-1991	NAVILYST MEDICAL, INC.
SOSA	Germany	Registered	2004490 27-SEP-1991	N 23723 17-JAN-1991	NAVILYST MEDICAL, INC.
SOSA	France	Registered	3206836 Rnw 25-JAN-2013	3206835 29-JAN-2003	NAVILYST MEDICAL, INC.
SOSA	United States of America	Registered	1254062 11-OCT-1983	73301681 18-MAR-1981	NAVILYST MEDICAL, INC.
Squeeze Contrast Controller	United States of America	Registered	2698997 25-MAR-2003	75404694 12-DEC-1997	NAVILYST MEDICAL, INC.
TD2	United States of America	Unfiled	common law		NAVILYST MEDICAL, INC.
The Grip	United States of America	Unfiled	common law		NAVILYST MEDICAL, INC.

Schedule A to Intellectual Property Assignment Agreement