

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM533770

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/01/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fluid Automation Systems SA		07/10/2019	Corporation: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FAS Medic SA		
<b>Street Address:</b>	Route de Bossonnens 2, Palezieux		
<b>City:</b>	Oron		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	1607		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1211422	MICROSOL	
<b>Registration Number:</b>	2779138	CHIPSOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3039389995		
<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>			
<b>Phone:</b>	303-938-9999		
<b>Email:</b>	trademarks@olgip.com		
<b>Correspondent Name:</b>	Kathleen S. Ryan		
<b>Address Line 1:</b>	2569 Park Lane, Suite 202		
<b>Address Line 4:</b>	Lafayette, COLORADO 80026		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Kathleen S. Ryan		
<b>Address Line 1:</b>	2569 Park Lane, Suite 202		
<b>Address Line 2:</b>	The Ollila Law Group LLC		
<b>Address Line 4:</b>	Lafayette, COLORADO 80026		
<b>NAME OF SUBMITTER:</b>	Kathleen S. Ryan		
<b>SIGNATURE:</b>	/Kathleen S. Ryan/		

OP \$65.00 1211422

<b>DATE SIGNED:</b>	07/26/2019
<b>Total Attachments: 9</b> source=Executed Trademark Assignment Pursuant to Merger-Fluid Automation Systems SA to FAS Medic SA#page1.tif source=Executed Trademark Assignment Pursuant to Merger-Fluid Automation Systems SA to FAS Medic SA#page2.tif source=Executed Trademark Assignment Pursuant to Merger-Fluid Automation Systems SA to FAS Medic SA#page3.tif source=FAS Medic SA - executed general POA to CW#page1.tif source=FAS Medic SA - executed general POA to CW#page2.tif source=FAS Medic SA - executed general POA to CW#page3.tif source=Fluid Automation Systems SA - executed general POA to CW#page1.tif source=Fluid Automation Systems SA - executed general POA to CW#page2.tif source=Fluid Automation Systems SA - executed general POA to CW#page3.tif	

## TRADEMARK ASSIGNMENT PURSUANT TO MERGER

This TRADEMARK ASSIGNMENT PURSUANT TO MERGER is made and entered by and between Fluid Automation Systems SA, a corporation duly incorporated and existing under the laws of Switzerland, having an address of route de l'Etraz 126, Versoi, Geneva, Switzerland (hereinafter referred to as the "Transferring Company"); and FAS Medic SA, a corporation duly incorporated and existing under the laws of Switzerland, having an address in Oron at Route de Bossonnens 2, 1607 Palezieux, Switzerland (hereinafter referred to as the "Surviving Company") (collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, pursuant to a Merger Agreement effective per January 1st, 2018, the Parties agreed to transfer all assets and liabilities of the Transferring Company to the Surviving Company by title of merger (hereinafter, the "Merger");

WHEREAS, pursuant to the Merger, all assets of the Transferring Company were automatically transferred to the Surviving Company; and

WHEREAS, prior to the Merger, the Transferring Company owned all right, title and interest rights in the U.S. trademarks on the attached **Schedule A** (hereinafter referred to as the "Trademarks").

NOW, THEREFORE, pursuant to the Merger, all of the Transferring Company's right, title and interest to the Trademarks, together with the goodwill associated with the Trademarks, with the intent that title in such Trademarks and any related trademark registrations and/or future trademark applications shall be fully vested in the Surviving Company, its successors and assigns, as from the 1<sup>st</sup> day of January 2018 (the "Effective Date").

IN WITNESS WHEREOF, this Trademark Assignment Pursuant to Merger is executed by the Parties on the dates indicated below, but effective as to the Effective Date.

*[Signature Pages to Follow]*

Date: 10<sup>th</sup> day of July 2019

Fluid Automation Systems SA

*Catherine Wiseman*

By: CATHERINE WISEMAN

Title: AS ATTORNEY, FOR AND ON BEHALF OF  
FLUID AUTOMATION SYSTEMS SA, PURSUANT  
TO A GENERAL POWER OF ATTORNEY DATED  
FAS Medic SA 11 OCTOBER 2017

Date: 10<sup>th</sup> day of July 2019

*Catherine Wiseman*

By: CATHERINE WISEMAN

Title: AS ATTORNEY, FOR AND ON BEHALF OF FAS  
MEDIC SA, PURSUANT TO A GENERAL POWER  
OF ATTORNEY DATED 21 JANUARY 2019

SCHEDULE A

U.S. Registration No.  
1211422  
2779138

Mark  
MICROSOL  
CHIPSOL

This power of attorney is made on January 21<sup>st</sup> 2019 by **FAS Medic SA** whose registered office is Route de Bossonens 2, CH-1607 Palézieux, Oron, Switzerland (**Principal**).

## **1. APPOINTMENT AND POWERS**

The Principal appoints Catherine Wiseman of Barker Brettell LLP, 100 Hagley Road, Edgbaston Birmingham B16 8QQ as its attorney (**Attorney**) and in the Principal's name or otherwise and on its behalf in any country or countries or jurisdiction in any part of the world:

- (a) to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in their absolute discretion considers desirable:
  - (i) to make application or to cause application to be made for the grant to the Principal any letters, patent, trade mark, trade name, design or domain name and the proper registration thereof and to take all steps necessary for the same to be prosecuted through to registration and maintained;
  - (ii) execute all or any assignments or assurances to the Principal of any letters patent, registered trade mark, trade name, design or domain name or any application therefore for the purpose of fully and effectually vesting and transferring the same into the name of the Company; insofar as such documents can be executed without the Principal's Seal being affixed thereto;
  - (iii) execute all or any assignments, assurances, licences or sub-licences from the Principal of or under any letters patent, registered trade mark, trade name, design or domain name or any application therefor for the purpose of fully and effectually vesting, transferring or granting the same into the name of a company (whether in the United Kingdom or elsewhere) which is a subsidiary or holding company of the Company insofar as such documents can be executed without the Principal's Seal being affixed thereto;
  - (iv) to sign and/or execute all documents relating to applications for renewal of letters patent, registered trade marks, trade names, design or domain name.
  - (v) to act in regard to all official communications which may now or hereafter be addressed to the Attorney relating to applications for letters patent, registered trade marks, trade names, designs or domain names or the renewal thereof in such manner that the Attorney may be recognised as the authorised Agent of the Principal in all proceedings incident thereto;
  - (vi) to initiate or cause to be initiated in any Patent Office or any Trade Mark Registry, other official agency or government department or

otherwise responsible for the registration or protection of patents, registered designs, trade marks, trade names, designs or domain names any proceedings or application whatsoever relating to any proprietary rights anywhere in the world whether in the name of the Principal or not and to cause such proceedings or application to be maintained or withdrawn;

(the "**Filing Strategy**") and

- (b) to take any steps or do anything which the Attorney in her absolute discretion considers desirable in connection with the implementation of the Filing Strategy or the Implementation and/or execution of any documents in respect of the Filing Strategy.

## **2. RATIFICATION**

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

## **3. VALIDITY**

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

## **4. INDEMNITY**

- 4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses and damages (including legal costs and all other reasonable professional costs and expenses but excluding any consequential or indirect damages or any kind of losses, including without limitation, pure economic loss, loss of business, loss of profit or loss of reputation) which she sustains or incurs in connection with any action taken in good faith pursuant to this power of attorney.
- 4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

## **5. GOVERNING LAW AND JURISDICTION**

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed (but not delivered until the date hereof) as a **DEED**

by **FAS Medic SA** acting by \_\_\_\_\_ 1,

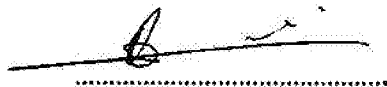
Martin MAAS, FAS MEDIC SA Managing director



in the presence of: Nicolas Duquesnoy, FAS MEDIC SA Finance Director

WITNESS

Signature:

  
.....

Address:

126 route de l'Etraz

1290 Versoix, GE

SWITZERLAND

Occupation

FAS MEDIC Finance Director



This power of attorney is made on October 11, 2017 by Fluid Automation Systems SA whose registered office is Route de l'Etraz 126, CH-1290 Versoix, Switzerland (**Principal**).

#### **1. APPOINTMENT AND POWERS**

The Principal appoints Catherine Wiseman of Barker Brettell LLP, 100 Hagley Road, Edgbaston Birmingham B16 8QQ as its attorney (**Attorney**) and in the Principal's name or otherwise and on its behalf in any country or countries or jurisdiction in any part of the world:

- (a) to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in their absolute discretion considers desirable:
  - (i) to make application or to cause application to be made for the grant to the Principal any letters patent, trade mark, trade name or design and the proper registration thereof and to take all steps necessary for the same to be prosecuted through to registration and maintained;
  - (ii) execute all or any assignments or assurances to the Principal of any letters patent, registered trade mark, trade name or registered design or any application therefore for the purpose of fully and effectually vesting and transferring the same into the name of the Company; insofar as such documents can be executed without the Principal's Seal being affixed thereto;
  - (iii) execute all or any assignments, assurances, licences or sub-licences from the Principal of or under any letters patent, registered trade mark, trade name or registered design or any application therefor for the purpose of fully and effectually vesting, transferring or granting the same into the name of a company (whether in the United Kingdom or elsewhere) which is a subsidiary or holding company of the Company insofar as such documents can be executed without the Principal's Seal being affixed thereto;
  - (iv) to sign and/or execute all documents relating to applications for renewal of letters patent, registered trade marks, trade names or registered design.
  - (v) to act in regard to all official communications which may now or hereafter be addressed to the Attorney relating to applications for letters patent, registered trade marks, trade names or registered designs or the renewal thereof in such manner that the Attorney may be recognised as the authorised Agent of the Principal in all proceedings incident thereto;

- (vi) to initiate or cause to be initiated in any Patent Office or any Trade Mark Registry or other official agency or government department or otherwise responsible for the registration or protection of patents, registered designs, trade marks, trade names or designs any proceedings or application whatsoever relating to any proprietary rights anywhere in the world whether in the name of the Principal or not and to cause such proceedings or application to be maintained or withdrawn;

(the "**Filing Strategy**") and

- (b) to take any steps or do anything which the Attorney in her absolute discretion considers desirable in connection with the implementation of the Filing Strategy or the implementation and/or execution of any documents in respect of the Filing Strategy.

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## **4. INDEMNITY**

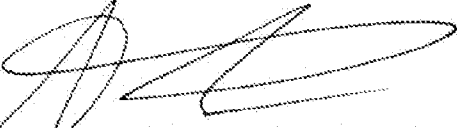
- 4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).
- 4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

## **5. GOVERNING LAW AND JURISDICTION**

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

  
Signed (but not delivered until the date hereof) as a **DEED** by

**Fluid Automation Systems SA** acting by

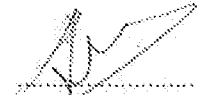
Martin Maas, a director, in the presence of:

WITNESS

Signature:

Address:

Occupation

  
126 Rue de l'Etaz  
1290 Vevey  
Finance manager