

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Device Resource Corporation		05/03/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Summit Medical, LLC		
Street Address:	c/o Shore Capital Partners, LLC		
Internal Address:	1 East Wacker Drive, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4465176	AQUAVAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	09/11/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this "Assignment"), dated as of May 3, 2019, is made by and between Summit Medical, LLC, a Minnesota limited liability company (the "Assignee"), and Medical Device Resource Corporation, a California corporation (the "Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including all of Assignor's right, title and interest in and to the Intellectual Property (as such term is defined in the Purchase Agreement), set forth on Schedule A attached hereto (the "Business Intellectual Property"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Business Intellectual Property, and further including:

- (a) with respect to the trademark registrations, the goodwill connected with the use of (and symbolized thereby) and all extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all applicable royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items,

to ensure that the Business Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement.

This Agreement shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ASSIGNOR:

**MEDICAL DEVICE RESOURCE
CORPORATION**

By: 
Name: Melbourne Kimsey, II
Its: President

ASSIGNEE:

SUMMIT MEDICAL, LLC

By: 
Name: Don Pierce
Its: Chairman

[Signature Page to Intellectual Property Rights Assignment]

TRADEMARK
REEL: 006741 FRAME: 0356

SCHEDULE A

BUSINESS INTELLECTUAL PROPERTY

Trademarks

1. Aquavage

Patents

1. U.S. Patent No. 8,100,874
2. U.S. Patent No. 9,322,748

Service Marks

1. CE marks / LNE Gmed
2. Canadian marks / SGS

Corporate Names

1. Medical Device Resource Corporation