

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobilize RRS LLC		07/19/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ZOLL Medical Corporation		
Street Address:	269 Mill Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824-4105		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5188507	MOBILIZE RESCUE SYSTEMS	
Registration Number:	5197463	EQUIP. EMPOWER. RESPOND.	
Registration Number:	5310358		
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	6175425070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Debra S. Serota		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	046440558001		
NAME OF SUBMITTER:	Debra S Serota		
SIGNATURE:	/debra s serota/		
DATE SIGNED:	10/07/2019		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made effective July 19, 2019, by and between Mobilize RRS LLC, a New York limited liability company (“**Assignor**”) and Zoll Medical Corporation, a Massachusetts corporation (“**Assignee**”).

RECITALS

A. Assignor holds all right, title and interest in and to the trademarks, trademark applications and service marks set forth on Exhibit A hereto (the “**Marks**”).

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the Business associated therewith and symbolized thereby. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

C. The execution and delivery of this Agreement is a requirement under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers unto Assignee, Assignor’s entire right, title and interest throughout the world in and to the Marks (including any common law rights associated therewith and rights to use the Marks as a trade name), together with the goodwill of the Business associated therewith and symbolized thereby, and all rights to claim priority thereto in the United States and any other jurisdiction with full benefit of such priority as may now or hereafter be granted by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits, damages and other legal or equitable relief for past, present and future infringements, dilutions and other violations thereof, including, without limitation, the right to compromise, sue for and collect such profits, damages and other legal or equitable relief; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Authorization. Assignor hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered official of any other jurisdiction whose duty it is to record trademark registrations and applications, and title thereto, to record the Marks and title thereto as the property of Assignee.

3. Further Assurances. Assignor shall execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take any such other action as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the

rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of the Asset Purchase Agreement and this Agreement.

4. Assignment of this Agreement. This Agreement may be assigned by Assignee in whole or in part to a subsidiary of Assignee or in connection with the sale of any part of the business of Assignee to which the Marks relate.

5. Counterparts. This Agreement may be executed in one or more counterparts (which may be by facsimile or other electronic transmission) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

6. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to choice of law rules.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by a duly authorized representative of each party hereto as of the date first above written.

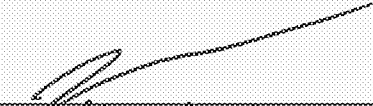
ASSIGNOR:

MOBILIZE RRS LLC

By: _____

Name: _____

Title: _____


Jeffrey D. Genstewer
CEO

ASSIGNEE:

ZOLL MEDICAL CORPORATION

By: _____

Name: _____

Title: _____

{Signature Page to Trademark Assignment Agreement}

TRADEMARK
REEL: 006765 FRAME: 0191

State of New York
County of Monroe

On this 18th day of July, 2019, before me, the undersigned notary public, personally appeared Jeffrey D. Gersbach, proved to me through satisfactory evidence of identification, which was NYS DL, to be the person whose name was signed on the preceding or attached document in my presence.

My Commission Expires:

Deborah Cameron Napier
Notary Public

5/19/23

Deborah Cameron Napier
Notary Public 06817501
Monroe County, New York State
Commission Expires 5/19/23

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by a duly authorized representative of each party hereto as of the date first above written.


ASSIGNOR:

MOBILIZE RRS LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

ZOLL MEDICAL CORPORATION

By:  _____
Name: Elijah White
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006765 FRAME: 0193

Commonwealth
State of Massachusetts
County of Middlesex

On this 19th day of July, 2019, before me, the undersigned notary public, personally appeared Elisha White, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name was signed on the preceding or attached document in my presence.

My Commission Expires:

Susan Batty-Gunn
Notary Public

4/25/25

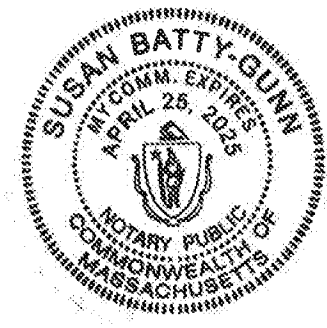


Exhibit A**Marks**

Reg. No. (App. No.)	Mark	Jurisdiction	Registration Date
5188507	Mobilize Rescue Systems and Design	United States	4/18/17
5197463	Empower. Equip. Respond.	United States	5/2/17
5310358	Quatrefoil Logo	United States	10/17/17
(Application No. 1896140)	Cross Design	Canada	Application filed 4/26/18
(Application No. 1896137)	Empower. Equip. Respond.	Canada	Application filed 4/26/18
(Application No. 1896134)	Mobilize Rescue Systems and Design	Canada	Application filed 4/26/18

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