

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVIRONMENTAL TECTONICS CORPORATION		11/27/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PERRY BAROMEDICAL CORPORATION		
Street Address:	3750 PROSPECT AVENUE		
City:	Riviera Beach		
State/Country:	FLORIDA		
Postal Code:	33404		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5294522	BARA MED	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	412-297-4900		
Email:	ippatent@cohenlaw.com		
Correspondent Name:	COHEN & GRIGSBY, P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	14663.1		
NAME OF SUBMITTER:	Noland J. Cheung		
SIGNATURE:	/noland j. cheung/		
DATE SIGNED:	01/17/2020		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this "Agreement") is entered into as of November 27, 2019 by and between Environmental Tectonics Corporation, a Pennsylvania corporation ("Assignor"), and Perry Baromedical Corporation, a Florida corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer its assets associated with its business of selling and servicing monoplace hyperbaric chambers and associated spare parts (the "Business") to Assignee, including the sale, assignment and transfer of its intellectual property associated with the Business (as defined in the Purchase Agreement, the "Intellectual Property"); and

WHEREAS, Assignee under the Purchase Agreement will acquire from Assignor all right, title and interest in and to the Intellectual Property, including any and all goodwill of the Business associated with the use of, and symbolized by trademarks, and the parties wish to record such acquisition with the United States Patent and Trademark Office and any equivalent entity in any other jurisdiction.

AGREEMENT

Now, therefore, in consideration of the recitals, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens, and Assignee accepts all right, title and interest of Assignor in and to: (i) the trademarks set forth in the attached Schedule A, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such registrations listed on Schedule A; (iii) all licenses for the use of such trademarks; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, 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 lawsuits 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.

2. Assignment of Patents. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens, and Assignee accepts the entire right, title and interest of Assignor in and to (i) the patents set forth in the attached Schedule B; (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 now or hereafter due or payable under and with respect thereto, 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 lawsuits 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.

3. Assignment of Other Intellectual Property. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens on Intellectual Property owned by Assignor, and Assignee accepts all right, title and interest of Assignor in and to the Intellectual Property; said right, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights and the right to collect damages and other rights or remedies heretofore accrued with respect thereto, to have and to hold the same unto Assignee absolutely.

4. Further Assurances. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and at Assignee's sole expense, take any and all steps reasonably requested by Assignee, including, without limitation, the execution, acknowledgment and delivery to Assignee of any and all further instruments, documents and assurances, to vest the Intellectual Property and related rights in Assignee or to perfect and record this Agreement, and to facilitate Assignee's enjoyment and enforcement of the Intellectual Property. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officer and agent as Assignor's agent and attorney in fact, to act for and on their behalf and stead to execute and file any such instruments, documents and assurances and to do all other lawfully permitted acts to transfer and assign the patents and trademarks listed on Schedules A and B attached hereto from Assignor to Assignee with the same legal force and effect as if executed by Assignor. This appointment is coupled with an interest in and to the Intellectual Property and shall be irrevocable.

5. Purchase Agreement. This Agreement is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement. Nothing contained in this Agreement shall supersede, change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement with respect to the Intellectual Property. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, shall control.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (as permitted in the Purchase Agreement).

7. Governing Law. This Agreement 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) the internal laws of the Commonwealth of Pennsylvania in all other respects without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the Commonwealth of Pennsylvania.

8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if each of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or via e-mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

ENVIRONMENTAL TECTONICS
CORPORATION

By: Robert L. Laurent, Jr.
Name: ROBERT L. LAURENT, JR.
Title: C.E.O. & PRESIDENT

ASSIGNEE:

PERRY BAROMEDICAL CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

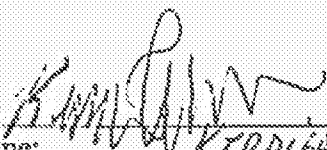
ASSIGNOR:

ENVIRONMENTAL TECTONICS
CORPORATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

PERRY BAROMEDICAL CORPORATION

By: 
Name: KERPLEAN TURNER
Title: C.E.O.

Schedule A

Trademarks

Mark	Appl. No.	Reg. No.	Reg. Date
BARA MED	87/255,613	5294522	9/26/2017

Schedule B

Patents

Title	Appl. No.	Filing Date	Pat. No.	Grant Date
HYPERBARIC CHAMBER	29/388,724	3/31/2011	D652,934	1/24/2012
HYPERBARIC CHAMBER	29/388,723	3/31/2011	D651,715	1/3/2012
HYPERBARIC APPARATUS WITH STORAGE COMPARTMENT	12/548,018	8/26/2009	9138366	9/22/2015
HYPERBARIC CHAMBER	29/388,724	3/31/2011	D652,934	1/24/2012