

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560048

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Seabrook Medical LLC | | 12/20/2019 | Limited Liability Company: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | ARCH Medical Solutions Corp. | | |
| Street Address: | ARCH 2600 S. Telegraph Rd. | | |
| City: | Bloomfield Hills | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48302 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77747652 | PILOTCELL | |
| 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: | 2483513000 | | |
| Email: | trademark@jaffelaw.com | | |
| Correspondent Name: | Casimir W. Cook II | | |
| Address Line 1: | 27777 Franklin Road | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Southfield, MICHIGAN 48034 | | |
| NAME OF SUBMITTER: | Casimir W. Cook II | | |
| SIGNATURE: | /CWC/ | | |
| DATE SIGNED: | 02/03/2020 | | |
| Total Attachments: 3 | | | |
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| source=Pilotcell_AMS_Final (005)#page2.tif | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), executed as of the last date below written, by and between, a **SEABROOK MEDICAL LLC**, a Michigan limited liability company ("Assignor"), and **ARCH MEDICAL SOLUTIONS CORP.**, a Delaware corporation located at ARCH, 2600 S. Telegraph Rd, Bloomfield Hills, MI 48302 ("Assignee").

RECITALS:

- A. Assignor is the owner of record of the Trademark applications and registrations listed on Exhibit A (the "Trademarks").
- B. Assignee desires to acquire all of Assignor's entire right, title, and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks. Assignor agrees to cooperate to sign and deliver to Assignee any further assignment documents reasonably requested by Assignee to effectuate the assignment of the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth below.

ASSIGNOR:

SEABROOK MEDICAL LLC,
a Michigan limited liability company

By: [Signature]

Title: ECO

Dated: 12-18-19

ASSIGNMENT ACCEPTED:

ASSIGNEE:

ARCH MEDICAL SOLUTIONS CORP.
a Delaware corporation

By: [Signature]

Title: President - Arch Medical Solutions

Dated: 20-December 2019

EXHIBIT A
TRADEMARKS

UNITED STATES:

| | MARK | SERIAL NUMBER and APP. DATE | REG. NUMBER and REG. DATE | INTERNATIONAL CLASS |
|----|-------------|--|--|--------------------------------|
| 1. | PILOTCELL | 77747652 05/29/2009 | 3773416 04/06/2010 | 40 |