

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surgical Specialties Corporation		08/14/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	AngioDynamics, Inc.		
Street Address:	14 Plaza Drive		
City:	Latham		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4544384	BIOSENTRY	
CORRESPONDENCE DATA			
Fax Number:	5187951401		
<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>			
Email:	uspto@angiodynamics.com		
Correspondent Name:	AngioDynamics, Inc.		
Address Line 1:	14 Plaza Drive		
Address Line 4:	Latham, NEW YORK 12110		
NAME OF SUBMITTER:	Peter J. Flora		
SIGNATURE:	/Peter J. Flora/		
DATE SIGNED:	02/25/2020		
Total Attachments: 6			
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OP \$40.00 4544384

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “Assignment”) is made as of the 14th day of August, 2018 (the “Effective Date”) by Surgical Specialties Corporation (US), Inc., a Washington corporation (“Assignor”), in favor of AngioDynamics, Inc., a Delaware corporation (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of August 14, 2018 (the “Purchase Agreement”), by and among Assignor, Assignee and, solely for the purposes of Section 7.9 thereof, Surgical Specialties Corporation Limited, a private company limited by shares incorporated under the laws of England and Wales.

WHEREAS, Assignor is the owner of the trademarks and trademark applications identified on Exhibit 1 attached hereto (the “Assigned Marks”);

WHEREAS, Assignee has acquired Assignor’s right, title and interest in and to the Acquired Assets, including the Assigned Marks, pursuant to the Purchase Agreement;

WHEREAS, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor desires to sell, transfer, convey, assign and deliver unto Assignee all right, title and interest of Assignor in and to the Assigned Marks, pursuant to the terms of the Purchase Agreement and of this Assignment;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to execute and deliver all documents as the Assignee may reasonably request of Assignor to effect the transactions contemplated by the Purchase Agreement, including all instruments of assignment and transfer with respect to the Assigned Marks; and

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver unto Assignee, its successors and assigns, all right, title and interest in and to the Assigned Marks, whether registered or unregistered, together with all common law rights with respect thereto in the United States and throughout the world, including (i) all registrations thereof, and any renewals and extensions of such registrations, (ii) all rights to sue or recover and retain damages, costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation thereof and (iii) the goodwill associated with the Assigned Marks. Assignor further agrees to promptly execute all documents, instruments and papers and to perform all acts, in each case at Assignee’s sole cost and expense, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing right, title and interest.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks and to issue any and all Assigned Marks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments of the interests assigned hereby contemplated by the Purchase Agreement upon the terms and conditions specified therein and herein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the Purchase Agreement set forth therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

All Exhibits attached hereto are hereby made a part hereof and incorporated herein by reference.

All notices and other communications to be given under the terms of this Assignment or which any of the parties desire to give hereunder shall be made in accordance with Section 11.1 (Notices) of the Purchase Agreement, which is incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, United States, without regard to conflicts of law principles.

This Agreement may be executed and delivered (including by facsimile transmission or .pdf) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Sections 11.2 (Severability), 11.4 (Parties in Interest), 11.7 (Consent to Jurisdiction; Waiver of Jury Trial) and 11.11 (Amendment) of the Purchase Agreement are each hereby incorporated by reference herein mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal as of the date set forth in the acknowledgment below to be effective for all purposes as of the Effective Date.

**SURGICAL SPECIALTIES CORPORATION
(US), INC.**

By: [Signature]
Name: Daniel J. Sutcliffe
Title: Chief Financial Officer

STATE OF Massachusetts
COUNTY OF Norfolk

On this the 15th day of June, 2018, before me appeared Daniel J. Sutcliffe the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

[Signature]
Notary Public

My commission expires: Feb 21, 2025

Catherine M Doherty
NOTARY PUBLIC
STATE OF MASSACHUSETTS
MY COMMISSION EXPIRES FEBRUARY 21, 2025

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of the Effective Date.

ANGIODYNAMICS, INC.

By: Stephen A. Trowbridge
Name: Stephen A. Trowbridge
Title: Senior Vice President and General Counsel

STATE OF New York
COUNTY OF Schenectady

On this the 14th day of August, 2018, before me appeared Stephen Trowbridge the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

KATRINA L. BARRY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6286238
Qualified in Schenectady County
Commission Expires July 22, 2021

Katrina L. Barry
Notary Public
My commission expires: 07/22/2021

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TRADEMARK

REEL: 006873 FRAME: 0145

EXHIBIT 1

Trademarks

TRADEMARKS								
Matter Number	Trademark / Domain	Application Number	Registration Number	Status	Country	Class	Owner	
20251/1	BIOSENTRY	198142	143410409	Registered	Saudi Arabia	05 Int.	Surgical Specialties Corporation (US), Inc.	
20251/2	BIOSENTRY	198143	143410410	Registered	Saudi Arabia	10 Int.	Surgical Specialties Corporation (US), Inc.	
20251/1	BIOSENTRY	11900859	11900859	Registered	European Community	05 Int., 10 Int.	Surgical Specialties Corporation (US), Inc.	
20251/1	BIOSENTRY	85/808191	4544384	Registered	United States of America	05 Int., 10 Int.	Surgical Specialties Corporation (US), Inc.	
20251/1	BIOSENTRY	40-2013-0040686	4010702520000	Registered	Korea, Republic of	05 Int., 10 Int.	Surgical Specialties Corporation (US), Inc.	
20251/1	BIOSENTRY	12758037	12758037	Registered	China (People's Republic)	05 Int.	Surgical Specialties Corporation (US), Inc.	

20251/2	BIOSENTRY	12758036	12758036	Registered	China (People's Republic)	10 Int.	Surgical Specialties Corporation (US), Inc.
20251/1	BIOSENTRY	1634462	1590263	Registered	Mexico	05 Int.	Surgical Specialties Corporation (US), Inc.
20251/2	BIOSENTRY	1634463	1583182	Registered	Mexico	10 Int.	Surgical Specialties Corporation (US), Inc.
20251/2	BIOSENTRY	840549342		Pending	Brazil	10 Int.	Surgical Specialties Corporation (US), Inc.
20251/1	BIOSENTRY	840549334		Published	Brazil	05 Int.	Surgical Specialties Corporation (US), Inc.

TRADEMARK
REEL: 006873 FRAME: 0147

RECORDED: 02/25/2020