

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Medical Partners, LLC		02/27/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FIJI MANUFACTURING, LLC		
Street Address:	6481 OAK CANYON		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5381720	ASPEN ELITE	
Registration Number:	5751849	ASPEN TRI-POINT FSO	
Registration Number:	3363455	VISTA	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<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:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Banner & Witcoff, Ltd.		
Address Line 1:	71 South Wacker Drive, Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	009248.00002		
NAME OF SUBMITTER:	Brian Apel		
SIGNATURE:	/Brian Apel/		
DATE SIGNED:	03/04/2020		
Total Attachments: 5			
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ASSIGNMENT

WHEREAS, Aspen Medical Partners, LLC, a California limited liability company, (“ASSIGNOR”) has obtained by way of assignment, and/or is the owner of intellectual property, including certain intellectual property identified in Schedule A, and including all other intellectual property (registered or unregistered) owned by ASSIGNOR worldwide, including but not limited to all patents, inventions, trademarks, copyrights, trade secrets, know how, and other intellectual property, together with the goodwill of the business symbolized thereby (“INTELLECTUAL PROPERTY”);

WHEREAS, Fiji Manufacturing, LLC, a California limited liability company (“ASSIGNEE”), is desirous of acquiring all entire right, title and interest in, to and under said INTELLECTUAL PROPERTY;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors and assigns the entire title, right and interest in, to and under the INTELLECTUAL PROPERTY; and to all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the INTELLECTUAL PROPERTY, including without limitation, damages, and payments for past, present or future infringements and misappropriations of the INTELLECTUAL PROPERTY; and all rights to sue for past, present and future infringements or misappropriations of the INTELLECTUAL PROPERTY.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE regarding the INTELLECTUAL PROPERTY. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE’S choice to prosecute any application or other legal proceeding involving the INTELLECTUAL PROPERTY.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signature Page Follows

By: *Daniel Williamson* Date: 2/27/2020
Daniel Williamson
Chief Executive Officer & President
Aspen Medical Partners, LLC
Signature of Assignor

By: *Daniel Williamson* Date: 2/27/2020
Daniel Williamson
Chief Executive Officer & President
Fiji Manufacturing, LLC
Signature of Assignee

Schedule A

1. U.S. PATENTS:

<u>U.S. Patent No.</u>	<u>U.S. Patent Application No.</u>
10,265,210	14/504,244
7,470,243	10/104,310
8,142,377	10/977,726
8,216,167	12/469,966
8,556,840	12/977,039
8,372,023	13/036,340
8,988,235	13/092,393
9,339,406	13/763,188
9,066,792	13/763,964
9,414,956	13/768,502
9,839,551	14/607,840
9,949,860	14/641,819
10,117,770	14/751,951
10,238,524	15/516,790
10,299,955	15/516,860
D677,390	29/401,250
D725,786	29/467,944
D799,707	29/535,361
D812,236	29/568,462

2. U.S. PATENT APPLICATIONS:

U.S. Patent Application No.

15/096,944
13/888,117
15/949,305
16/102,084
16/406,367

3. REGISTERED U.S. TRADEMARKS:

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>
ASPEN ELITE	87180627	5381720
ASPEN TRI-POINT FSO	87372931	5751849
VISTA	78771077	3363455

4. FOREIGN PATENTS and PATENT APPLICATIONS:

<u>Jurisdiction</u>	<u>Patent/Publication</u>	<u>App. No.</u>
Australia	AU2014214674B2	2014214674
Australia	AU2014262814B2	2014262814
Australia	AU2015226854B2	2015226854
Australia	AU2016280444B2	2016280444
Australia	AU2016213864B2	20160213864
Australia	AU2016278150A1	20160278150
Brazil	BR112015019120A2	20151119120
Brazil	BR112015028029A2	20151128029
Brazil	n/a	BR1120120212117
Brazil	BR3020140012770	n/a
Canada	CA2899612A1	2899612
Canada	CA2911519A1	2911519
Canada	CA2941468C	2941468
Canada	CA2959554C	2959554
China	CN106255479A	20158022380
China	CN107257673A	20168007116
China	CN107847335A	20168035763
China	CN105073072B	201480008072.9
China	CN105307604B	201480026065
China	CN106714742B	201680002331
China	CN ZL201430063277.X	201430063277.X
Colombia	n/a	14-082853
Colombia	CO15288889	15288889
Europe	EP2953591A4	20140748704
Europe	EP2994076A4	20140794645
Europe	EP3113730A4	20150757876
Europe	EP3250160A4	20160744144
Europe	EP3193793A4	20160812426
Europe	EP3160403A4	20168120889
European Community	Design No. 002431924-0001	002431924
European Community	Design No. 002431924-0002	002431924
European Community	Design No. 003229483-0001	003229483-0001
Hong Kong	HK1237239	17111258.5
India	IN201627034162A	201627034162
India	IN201647000436A	201647000436
India	IN201727002380A	201727002380
Japan	JP06190946B2	20160513031
Japan	JP06473943B2	20170519633
Korea	KR1788154B1	20157034832
Korea	KR1772618B1	20167027579
Korea	KR101766664B1	20177005521
Mexico	MX2015015436A	20150015436
Mexico	MX2016011564A	20160011564

Mexico	MX2017002535A	20170002535
Mexico	MX351952B	MX2015009704A
New Zealand	NZ714904A	20140714904
New Zealand	NZ722839A	20140722839
New Zealand	NZ724905A	20150724905
New Zealand	NZ728943	NZ728943
Russia	RU2629794C2	20150152041
Taiwan	TWI461187B	100106495
Taiwan	TWI532474B	103116116
Taiwan	TWD174165	TW103301697

5. FOREIGN TRADEMARKS and TRADEMARK APPLICATIONS:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. No. / App. No.</u>
ASPEN ELITE	Australia	RN: 1787771, AN: 1787771
ASPEN TRI-POINT FSO	Australia	RN: 1828551, AN: 1828551
VISTA	Australia	RN: 1591016, AN: 1591016
ASPEN ELITE	Brazil	AN: 911823069
ASPEN TRI - POINT FSO	Brazil	AN: 912398140
RYTBAK	Brazil	AN: 910505101
RYTBAK	Brazil	AN: 910505268
RYTBAK	Brazil	AN: 910505209
ASPEN ELITE	Canada	AN: 1794645
ASPEN TRI-POINT FSO	Canada	AN: 1824716
ASPEN	European Union	RN: 017701749, AN: 017701749
ASPEN ELITE	European Union	RN: 015728587, AN: 015728587
ASPEN TRI-POINT FSO	European Union	RN: 016412603, AN: 016412603
RYTBAK	European Union	RN: 014969208, AN: 014969208
VISTA	European Union	RN: 012310793, AN: 012310793
ASPEN ELITE	Taiwan	RN: 01837891, AN: 105049793
ASPEN	Taiwan	RN: 01916751, AN: 106055603
ASPEN TRI POINT FSO	Taiwan	RN: 01901116, AN: 106011516