

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSA Medical Inc.		12/03/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	United States Endoscopy Group, Inc.		
Street Address:	5976 Heisley Road		
City:	Mentor		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3891199	FREEZE DISEASE.	
Serial Number:	88393202		
Serial Number:	88393207		
Serial Number:	88393220		
Serial Number:	88393229		
Serial Number:	88575030	AIRE PV	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	22344.04700		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	07/01/2020		

OP \$165.00 3891199

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made as of December 3, 2019 (the "Effective Date"), by and between CSA Medical, Inc., a Maryland corporation (the "Assignor"), and United States Endoscopy Group, Inc., an Ohio corporation ("Assignee") (each a "Party" and together, the "Parties").

WHEREAS, Assignor and Assignee are parties, to that Asset Purchase Agreement, dated as of even date herewith (as it may be amended or supplemented, the "Purchase Agreement"), and have agreed, pursuant to the Purchase Agreement, to enter into this Trademark Assignment;

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee or its designees all right, title and interest in and to certain Acquired Intellectual Property associated with the Business, including certain Trademarks included therein, and Assignor has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used in this Trademark Assignment shall have the meanings ascribed to such terms in this Trademark Assignment. Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Trademark registrations and Trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof throughout the world (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 3. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Notwithstanding anything to the contrary in this Trademark Assignment, Assignee shall be responsible for preparing and filing all instruments and documents necessary to affect the assignment of the Assigned Trademarks to Assignee, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required). Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Trademark Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned Trademarks or otherwise carrying out or facilitating any of the transactions contemplated hereby. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

Section 4. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. This Trademark Assignment shall have no effect on the terms and conditions of the Purchase Agreement or any other documents executed in connection with the Purchase Agreement. In the event of a conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Section 5. Counterparts. This Trademark Assignment may be executed in counterparts (including by facsimile or electronic submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.

Section 6. Severability. If any part or parts of this Trademark Assignment shall be held unenforceable for any reason: (a) the remainder of this Trademark Assignment shall continue in full force and effect, and (b) by a court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Section 7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to the conflicts of law rules that would result in the application of the Laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment as of the date first written above.

CSA MEDICAL, INC.

By: 

Name: Wendelin Maners

Title: President

UNITED STATES ENDOSCOPY
GROUP, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006988 FRAME: 0506

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment as of the date first written above.

CSA MEDICAL, INC.

By: _____
Name:
Title:

**UNITED STATES ENDOSCOPY
GROUP, INC.**

By: _____
Name: Michael J. Tokich
Title: President

SCHEDULE I

ASSIGNED TRADEMARKS

Trademark	Jurisdiction	Status	App. No.	Date Filed	Reg. No.	Reg. Date
FREEZE DISEASE.	U.S.	Registered	77/848,579	10/14/2009	3891199	12/14/2010
Mist Design (Vortex) – Black and white	EU	Pending	018139729	10/17/2019	--	--
Mist Design (Vortex) – Purple	EU	Pending	018138583	10/17/2019	--	--
Dot Matrix Design (Rapid AV) – Black and white	EU	Pending	018138601	10/17/2019	--	--
Dot Matrix Design (Rapid AV) – Orange	EU	Pending	018138609	10/17/2019	--	--
Mist Design (Vortex) – Black and white	U.S.	Pending	88/393,202	4/19/2019	--	--
Mist Design (Vortex) – Purple	U.S.	Pending	88/393,207	4/19/2019	--	--
Dot Matrix Design (Rapid AV) – Black and white	U.S.	Pending	88/393,220	4/19/2019	--	--
Dot Matrix Design (Rapid AV) – Orange	U.S.	Pending	88/393,229	4/19/2019	--	--
AIRE PV	U.S.	Pending	88/575,030	8/12/2019	--	--

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