

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM581950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philips Lighting North America Corporation		12/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Burton Medical, LLC		
Street Address:	2300 West Windsor Court		
Internal Address:	Suite C		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5236655	BURTON	
Registration Number:	5296223	AIM-100	
Registration Number:	3883735	AIM 200	
Registration Number:	5383994	COOLSPOT II	
Registration Number:	4763233	EPIC	
Registration Number:	2457921	GLEAMER	
Registration Number:	2277397	OUTPATIENT	
Registration Number:	5321755	SUPER EXAM	
Registration Number:	4584646	NOVA EXAM LED	
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:	312-224-1501		
Email:	awilcox@wilcoxip.com		
Correspondent Name:	Angela C. Wilcox		
Address Line 1:	20 North Wacker Drive		
Address Line 2:	Suite 1000		

OP \$240.00 5236655

Address Line 4: Chicago, ILLINOIS 60606	
NAME OF SUBMITTER:	Mary A. Cadrot
SIGNATURE:	/Mary A. Cadrot/
DATE SIGNED:	06/18/2020
Total Attachments: 12 source=Exhibit B Signed#page1.tif source=Exhibit B Signed#page2.tif source=Exhibit B Signed#page3.tif source=Exhibit B Signed#page4.tif source=Exhibit B Signed#page5.tif source=Exhibit B Signed#page6.tif source=Exhibit B Signed#page7.tif source=Exhibit B Signed#page8.tif source=Exhibit B Signed#page9.tif source=Exhibit B Signed#page10.tif source=Exhibit B Signed#page11.tif source=Exhibit B Signed#page12.tif	

INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT ("IPTLA") IS MADE ON DECEMBER 31, 2017 BY AND BETWEEN:

- (1) Philips Lighting Holding B.V., having its registered office in Eindhoven, the Netherlands ("Philips Holding"), and
- (2) Burton Medical, LLC, an Illinois limited liability company ("Company");

Philips Holding and Company hereinafter individually referred to as a "Party," and collectively as the "Parties."

WHEREAS:

Philips Lighting North America Corporation ("Philips Lighting," and together with Philips Holding, "Philips") and Company have entered into an Asset Purchase Agreement ("APA"), dated as of December 15, 2017, pursuant to which Company has agreed to purchase certain assets of Philips' Burton division; and

Company and Philips have agreed to execute and deliver this IPTLA at the Closing of the transactions contemplated by the APA to provide for the assignment and licensing of certain Trademarks, Designs, Domain Names, Know-How, and Software relevant for the Business (as that term is defined in the APA).

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

Any capitalized term used in this IPTLA but not defined herein shall have the same meaning as ascribed thereto in the APA.

When used in this IPTLA, the following terms shall have the meanings set forth below:

"Affiliate(s)" shall mean Philips Lighting N.V. and any legal entity, which is (are) directly or indirectly owned or controlled by Philips Lighting N.V. or Philips Holding, including but not limited to Philips Lighting. For the purpose of this definition, a legal entity shall be deemed to own or control another legal entity if more than 50% of the voting stock of the latter legal entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% of the ownership of or control in the latter legal entity) is held by and consolidated in the annual accounts of the owning or controlling legal entity or if such owning or controlling legal entity otherwise has the ability to direct the business activities of such legal entity.

"Business Know-How" shall mean any Know-How owned by Philips and/or its Affiliate(s), which has been created in, or exclusively for, the Business and which is exclusively used or intended to be exclusively used within the Business at the Closing Date.

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"Business Software" shall mean the Software owned by Philips and/or its Affiliate(s), which originated in the Business or was assigned exclusively to the Business, and which is used exclusively within the Business at the Closing Date, including but not limited to software used in the operation of manufacturing equipment, the maintenance of business records, and the execution of accounting functionalities.

"Business Trademarks" shall mean all rights in, to and under the registered and/or common law trademarks, pending trademark applications, and trade names listed on Annex A, all goodwill associated therewith, and all registrations and applications therefor.

"Business Designs" shall mean the registered designs, design patents, and applications therefor as listed in Annex B to this IPTLA.

"Business Domain Names" shall mean the registered domain names and applications therefor listed in Annex C to this IPTLA.

"Know-How" shall mean all technical and commercial information, data and documents of whatever nature, including without limitation drawings, specifications, photographs, samples, models, processes, procedures, reports and correspondence necessary for the proper operation of the Philips Medical Lighting division, but excluding any patent rights therein.

"Philips Know-How" shall mean any Know-How other than Business Know-How owned by Philips and/or its Affiliate(s) and which is used by the Business at the Closing Date.

"Philips Prior Commitments" shall mean, for Philips as well as its Affiliate(s), any and all: (i) licenses, covenants not to assert and similar commitments, immunities and undertakings; (ii) rights or options to exercise, renew or extend any of the foregoing; (iii) releases for past infringement; (iv) undertakings given to standard-setting organizations to the effect that any intellectual property rights will be made available to third parties implementing the relevant standard specifications on reasonable and non-discriminatory conditions, or otherwise; and (v) other similar encumbrances, commitments, undertakings, representations and warranties; in each of the foregoing cases as existing on the Closing Date. For the avoidance of doubt, "Philips Prior Commitments" shall not include obligations to make payments for any of the agreements or undertakings listed in (i) through (v) above, for which Philips shall be solely responsible.

"Philips Software" shall mean Software other than Business Software owned by Philips and/or its Affiliates and used within the Business at the Closing Date.

"Philips Trademarks" shall mean trademarks (whether or not registered), trade names, and designs depicting, including, and relating to the Philips company name.

"Software" shall mean code in any programming language, contained in any format, whether in source code or object code, and all embodiments thereof.

2. Trademarks, Designs, and Domain Names

2.1. Subject to the provisions of this Clause 2.1, Philips hereby assigns and agrees to cause its relevant Affiliate(s) to assign to Company, by and as of the Closing Date, all rights in, to and under the Business Trademarks, Business Designs, and Business Domain Names subject to Philips Prior Commitments.

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2.2. Company shall bear all costs related to the recordation of the assignment of the Business Trademarks, Business Designs, and Business Domain Names from Philips to Company pursuant to Clause 2.1, and shall undertake all administrative steps and/or procedures necessary to effect such recordation(s). Philips shall, or shall cause its relevant Affiliate(s) to, sign and execute all documents that requires a Philips signatory, including the form-of "Deed of Assignment" attached hereto as Annex D. Philips further agrees to do all such things as are reasonably requested by Company to effect, evidence, or enforce the assignment of the Business Trademarks, Business Designs, and Business Domain Names to Company under this IPTLA.

2.3. Company shall bear all costs of prosecution and maintenance of the Business Trademarks, Business Designs, and Business Domain Names arising after the Closing Date.

2.4. Neither this IPTLA nor the APA shall be construed to convey any license or grant of rights to the Philips Trademark, nor to any trademark, tradename, trade dress, brand element, design, or domain name not specifically set forth in Annexes A, B, or C.

3. Know-How

3.1. Philips hereby assigns to Company all rights in and to all Business Know-How, which shall be deemed to be transferred to Company as part of the Business as of the Closing Date, subject to:

- i. Philips Prior Commitments; and
- ii. Philips and its Affiliate(s) retaining an unrestricted, royalty-free, world-wide, non-exclusive, transferrable and irrevocable license, to use such Business Know.

3.2. Philips hereby grants to Company a royalty-free, non-exclusive, non-transferable, world-wide and irrevocable license under Philips Know-How to the extent that such Know-How is used within the Business at the Closing Date, to use such Know-How within the scope of the Business, subject to all Philips Prior Commitments and further subject to the condition that the license assigned shall only be for the Business and not for any existing or other acquired business of Company.

3.3. Philips shall not have any obligation to transfer any Philips Know-How to Company and its affiliates on or after the Closing Date.

4. Software

4.1. Subject to the provisions of this Clause 4, Philips Holding hereby assigns all rights in, to and under the Business Software to Company, subject to (i) Philips Prior Commitments, and (ii) Philips and its Affiliates retaining an unrestricted, world-wide, royalty-free, irrevocable, non-exclusive, and transferable license to use such Business Software, and within the business operations of Philips and its Affiliates, including, without limitation, the right to modify, create derivative works, and the right to grant sub-licenses in connection with the sale, distribution or other disposal of products and services.

4.2. Philips hereby authorizes Company to apply at its own cost for registration of the copyrights in the Business Software with the copyright offices of any country in which copyright rights in the Business Software exist or may exist. All Business Software assigned to Company pursuant to Clause 4.1 may, as

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of the Closing Date, be marked by Company with Company's own copyright notice instead of Philips' copyright notice (the latter of which may be removed).

4.3. Philips hereby grants to Company a world-wide, irrevocable, royalty-free, non-exclusive and non-transferable license under the Philips Software to use the Philips Software within the scope of the Business, including without limitation, the right to modify, create derivative works and the right to grant sub-licenses in order to market Products.

4.4. The license granted under Clause 4.3 is subject to all Philips Prior Commitments.

5. Confidential Information

In connection with the assignments to be performed and licenses granted by Philips to Company under this IPTLA, certain confidential information may be disclosed between Philips or its Affiliate(s) and Company or Company's affiliate(s). Philips and Company shall, and shall cause its respective affiliate(s) to maintain the confidentiality of such confidential information and shall not, and shall cause their respective affiliate(s) not to, use, disclose, or otherwise exploit any confidential information of the other Party for any purpose not expressly authorized by this IPTLA. Confidential information shall not include information that (i) is publicly available or in the public domain at the time disclosed or (ii) is or becomes publicly available or enters the public domain, in each case through no fault of Philips, Company, or either of their respective affiliates.

6. Disclaimer

6.1. The assignments made herein are made on an "as is" basis. Except for the representations and warranties contained in Section 4 of the APA, Philips does not make and hereby expressly disclaims any representation or warranty in respect of any of the Business Trademarks, Designs, Domain Names, Business Software, Philips Software, Business Know-How, or Philips Know-How.

6.2. Neither this IPTLA nor the APA contain any transfer, license, or conveyance of rights in any patent from Philips to Company, except with respect to the two (2) EU design patents, listed as Designs in Annex B, hereto. For the avoidance of doubt, neither this IPTLA nor the APA include a license or other grant of rights to any Philips' utility patent, including the patents in Philips' enabled LED patent portfolio. Philips and Company have entered into a Patent License Agreement concurrently herewith, which memorializes the Parties' complete agreement with respect to any Philips' patents.

7. APA

Any claim for a breach by either Party of any provision of this IPTLA shall only be enforceable in accordance with the provisions of the APA.

8. Termination

This IPTLA may be terminated by Philips in the event of a breach by Company of any obligation contained in this IPTLA or in the APA, where such breach is not curable or, if curable, is not cured within 30 days after written notice by Philips to Company, specifying the breach and requiring it to be remedied. Upon such termination, all licenses granted by Philips to Company hereunder shall automatically terminate and Company shall thereupon discontinue the use of any rights licensed hereunder. Such termination for reason of breach by Company shall not affect any license granted to Philips under this IPTLA.

9. Divested Business

In the event that any Person ceases to be an Affiliate of Philips (other than as a result of liquidation or merger or consolidation with Philips or another Affiliate of Philips), or in the event Philips sells or otherwise transfers all or substantially all of its assets comprising part of its business (such Person or business divested hereinafter the "Divested Business" and such cessation or divestiture hereinafter "Divestiture"), Philips shall send a notice to Company within six (6) months after the Divestiture, and both Philips and the Divested Business and their respective Affiliates shall remain licensed under the Business Know-How and Business Software subject to the terms of this IPTLA.

10. Assignment of Agreement

Company may not assign or otherwise transfer, in whole or in part, any of its rights and obligations under this IPTLA without the prior written consent of Philips, which consent will not be unreasonably withheld.

11. Miscellaneous

11.1. Each Party shall from time to time execute and procure to be executed such documents and perform and procure to be performed such acts and things as may be reasonably requested by each of them to give such other Party the full benefit of this IPTLA.

11.2. Nothing contained in this IPTLA shall be deemed or construed to constitute or create a partnership, association, joint venture or other agency between the Parties.

11.3. No variation of this IPTLA shall be binding upon either Party unless made by a written instrument, signed by an authorized signatory of each of the Parties. This IPTLA may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which, when taken together, shall be deemed to constitute a single written instrument, and one and the same agreement. A faxed or scanned (i.e. PDF) signature shall be deemed original for all purposes hereunder.

11.4. All notices or other communications hereunder shall be given in accordance with the notices provision of the APA.

11.5. The headings of this IPTLA are for convenience purposes only and do not constitute a part of this IPTLA and shall not be construed to limit or change any of the provisions hereof.

11.6. Except as expressly set forth otherwise herein, each Party shall pay its own legal, accounting and other expenses incidental to this IPTLA and the consummation of the transactions contemplated thereby.

11.7. This IPTLA shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. Any action or proceeding in respect of any claim arising out of or related to this IPTLA shall be solely conducted by Philips and Company in accordance with the procedure provided in Section 10.10 ("Governing Law; Submission to Jurisdiction; Waiver of Jury Trial") of the APA.

[Signature page follows]

Subject to Philips Lighting Management Approval

AS WITNESS, the Parties have caused this IPTLA to be signed by their duly authorized representatives on the date first written above.

Philips Lighting Holding B.V.

(signature)

Name: Arian Duijvestijn

Title: Head of Intellectual Property

Philips Lighting North America Corporation

(signature)

Name: Arian Duijvestijn

Title: Head of Intellectual Property

Burton Medical, LLC

(signature)

Name:

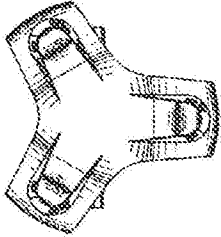
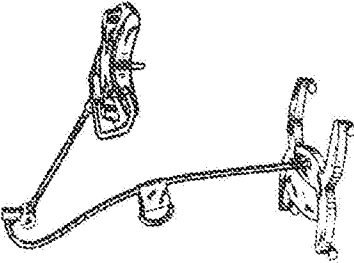
Title:

74180888v.3

Annex A (Business Trademarks)

Burton	Reg. No. 5236655	PLNAC
AIM-50	Reg. No. 3585651	PLANC
AIM-100	Reg. No. 5296223	PLNAC
AIM 200	Reg. No. 3883735	PLNAC
COOLSPOT II (application)	Serial No. 87359435	PLNAC
EPIC	Reg. No. 4763233	PLNAC
GLEAMER	Reg. No. 2457921	PLNAC
OUTPATIENT	Reg. No. 2277397	PLNAC
SUPER BRIGHT SPOT	Reg. No. 3617835	PLNAC
SUPER EXAM	Reg. No. 5321755	PLNAC
NOVA EXAM LED	Reg. No. 4584646	PLNAC

Annex B (Business Designs)

European Reg. No.:000342407-0001	Lamps	
European Reg. No.: 000342407-0002	Lamps	

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Annex C (Business Domain Names)

burtonmedical.com	Philips Lighting Holding B.V.

74180888v.3

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Philips Lighting Holding B.V.

(signature)

Name: Arian Duijvestijn
Title: Head of Intellectual Property

Philips Lighting North America Corporation

(signature)

Name: Arian Duijvestijn
Title: Head of Intellectual Property


Burton Medical, LLC

Raj Jayaraman
(signature)

Name: Raj Jayaraman
Title: President

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Philips Lighting Holding B.V.


(signature)

Name: Arian Duijvestijn
Title: Head of Intellectual Property

Philips Lighting North America Corporation

(signature)

Name:
Title:

Burton Medical, LLC

(signature)

Name:
Title:


AS WITNESS, the Parties have caused this IPTLA to be signed by their duly authorized representatives on the date first written above.

Philips Lighting Holding B.V.

(signature)

Name: Arian Duijvestijn
Title: Head of Intellectual Property

Philips Lighting North America Corporation



(signature)

Name: ~~Arian Duijvestijn~~ Michael Manning
Title: ~~Head of Intellectual Property~~ VP - General Counsel

Burton Medical, LLC

(signature)

Name:
Title: