

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591935

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Biocoat, Incorporated		07/03/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CooperSurgical, Inc.		
<b>Street Address:</b>	95 Corporate Drive		
<b>City:</b>	Trumbull		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06611		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2920107	HBA	
<b>Registration Number:</b>	3181670	PICSI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158823232		
<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>			
<b>Phone:</b>	4158823200		
<b>Email:</b>	tmparalegal2@owe.com		
<b>Correspondent Name:</b>	Owen, Wickersham & Erickson, P.C.		
<b>Address Line 1:</b>	2300 Clayton Road, Suite 1400		
<b>Address Line 4:</b>	Concord, CALIFORNIA 94520		
<b>NAME OF SUBMITTER:</b>	Gregory N. Owen		
<b>SIGNATURE:</b>	/Gregory N. Owen/		
<b>DATE SIGNED:</b>	08/13/2020		
<b>Total Attachments: 5</b>			
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This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of July 3, 2019 by Biocoat, Incorporated, a Delaware corporation (the "Assignor"), in favor of CooperSurgical, Inc., a Delaware corporation (the "Assignee," and, together with the Assignor, the "Parties").

## PREAMBLE

On the date of this Agreement, the Parties entered into an Asset Purchase Agreement (the "Purchase Agreement") under which the Assignee is purchasing certain assets from the Assignor and assuming certain liabilities of the Assignor.

The Parties are entering into this Assignment to implement provisions of the Purchase Agreement that provide for the Assignor's transfer to the Assignee of certain intellectual property rights.

ACCORDINGLY, the Assignee and the Assignor hereby agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined in this Assignment have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor hereby sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to the Transferred Intellectual Property, including all trademark registrations and applications identified in Exhibit A of this Assignment (collectively, the "Trademarks"), and all of the domain names identified in Exhibit A of this Assignment (collectively, the "Domain Names"), together with the goodwill of the Business symbolized and associated with the Trademarks and Domain Names, and the right to sue for past infringements and unauthorized uses of the Trademarks and Domain Names.

3. Authorizations. The Assignor hereby authorizes (i) the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee and its successors and assigns and (ii) the registrars of the Domain Names to record the Domain Names and title thereto as the property of the Assignee and its successors and assigns, in each case in accordance with the terms of this instrument.

4. Further Assurances. The Assignor and its successors and assigns shall, without further compensation, perform any further acts and sign any documents as the Assignee may reasonably request to fully effectuate this Assignment.

5. Conflict. Nothing contained in this Assignment shall supersede, modify, limit, eliminate or otherwise affect any of the terms, conditions, representations and warranties, covenants, agreements or indemnities set out in the Purchase Agreement.

6. Governing Law. All questions concerning the construction, interpretation and validity of this Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or

performance of this Assignment shall be governed by and construed and enforced in accordance with the domestic Laws of the State of New York, without giving effect to any choice or conflict of Law provision or rule, whether in State of New York or any other jurisdiction, that would cause the Laws of any jurisdiction other than the State of New York to apply.

7. Jurisdiction. The New York State and United States Federal Courts sitting in New York County, New York shall have exclusive jurisdiction over all Proceedings arising out of or relating to this Assignment or the Related Documents, and each Party hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of any such court in any such Proceeding or for recognition or enforcement of any judgment. Each Party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State or United States Federal Court. Each Party agrees that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

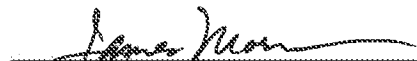
8. Counterparts; Electronic Signatures. This Assignment may be executed (including by email of a .pdf attachment) in 2 or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties may deliver this Assignment by email of a .pdf attachment, and each Party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

\* \* \*

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

ASSIGNOR:

**BIOCOAT, INCORPORATED**

By:  \_\_\_\_\_

Name: James Moran  
Title: President and Chief  
Executive Officer

ASSIGNEE:

**COOPERSURGICAL, INC.**

By: \_\_\_\_\_

Name: Matthew Topliff  
Title: Executive Vice President,  
Business Development and  
Strategy

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

**ASSIGNOR:**

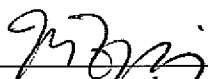
**BIOCOAT, INCORPORATED**

By: \_\_\_\_\_

Name: James Moran  
Title: President and Chief  
Executive Officer

**ASSIGNEE:**

**COOPERSURGICAL, INC.**

By:  \_\_\_\_\_

Name: Matthew Topliff  
Title: Executive Vice President,  
Business Development and  
Strategy

**Exhibit A**

**Transferred Intellectual Property**

**Trademarks**

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
USA	HBA	78304309	9/23/2003	2920107	1/18/2005
USA	PICSI	78494968	10/5/2004	3181670	12/5/2006
WIPO Designated Countries <sup>1</sup>	PICSI	1170728	2/22/2013	1170728	2/22/2013
Australia <sup>2</sup>	PICSI	1574684	2/22/2013	15746840 IR 1170728	2/22/2013
Israel	PICSI and DESIGN PICSI	258260	2/22/2013	IR 1170728	12/2/2015
Turkey	PICSI	2013/72273	2/22/2013	2013/7227 3 IR 1170728	10/16/2014

**Domains**

1. Hba-picsi.com
2. Hbapicsi.com
3. Picsi-hba.com
4. Picsihba.com

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<sup>1</sup> Australia, European Union (EU), Israel, Turkey, Japan, and Russia

<sup>2</sup> Australia, Turkey and Israel Designated under IR Reg. No. 1170728; however, these jurisdictions issue separate application/registration numbers although renewal to be completed through WIPO.