

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595315

<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>
SleepMed Incorporated		08/01/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Watermark Medical Inc.		
<b>Street Address:</b>	1641 Worthington Road, Suite 430		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33409		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4817538	ARES	
<b>Registration Number:</b>	4920963	ARES SCREENER	
<b>Registration Number:</b>	4920966	SLEEPMED THERAPY SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022443088		
<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>	202-244-3003		
<b>Email:</b>	chartness@fwiplaw.com		
<b>Correspondent Name:</b>	Syed S. Ahmed		
<b>Address Line 1:</b>	900 Second Avenue S., Suite 600		
<b>Address Line 2:</b>	c/o CPA Global		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Syed S. Ahmed		
<b>SIGNATURE:</b>	/Syed S. Ahmed/		
<b>DATE SIGNED:</b>	09/01/2020		
<b>Total Attachments: 4</b>			
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OP \$90.00 4817538



## ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made effective as of August 1, 2019, by SleepMed Incorporated, a Delaware corporation ("Assignor"), and Watermark Medical Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor maintains those certain trademarks as set forth in Exhibit A attached hereto (the "Trademarks");

WHEREAS, Assignor desires for the Trademarks to be transferred to Assignee, and Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and under the Trademarks; and

WHEREAS, the parties hereto wish to evidence such assignment as set forth below.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor hereby grants, conveys, assigns, sells, transfers and sets over to Assignee all of Assignor's rights, titles, benefits, privileges and interests in and to, and all of Assignor's burdens, obligations, guarantees, and liabilities in connection with the Trademarks, together with (a) all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing.

2. Assumption of Trademarks. Assignee hereby accepts the assignment and assumes and agrees to observe and perform all of the duties, obligations, guarantees, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged on and after the date hereof, in connection with the Trademarks.

3. No Further Use of Marks. The Assignor agrees to stop using all of the Trademarks transferred to Assignee and agrees to not challenge the Assignee's use of the Trademarks after the effective date of the Assignment.

4. Recordation and Further Actions. The 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 transfer to the Assignee, its

successors and assigns, record ownership of such registrations and/or applications, and to issue to the Assignee, its successors and assigns, all Certificates of Registration, arising from the applications. The Assignor and the Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to the Assignee and its successors and assigns all of the Assignor's rights in the Marks.

5. Financial Obligations. Assignee recognizes and acknowledges that any financial obligations being assumed under the Trademarks, including guarantor, insurance and other obligations, where required.

6. Successors; No Oral Modification. This Assignment shall inure to the benefit of the Assignee and is binding upon Assignor and each of its respective successors or assigns and may not be modified or terminated except by a written agreement assigned by the parties hereto.

7. Governing Law and Costs. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware. In the event that any litigation arises out of the execution and implementation of this Assignment, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, at all levels of legal proceedings.

8. Partial Invalidity. If part of this Assignment is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such part shall be inapplicable and deemed omitted to the extent contrary, prohibited or invalid, but the remainder of this Assignment shall not be invalidated thereby and shall be given effect so far as is possible.

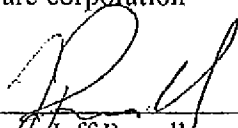
9. Counterparts. This instrument may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

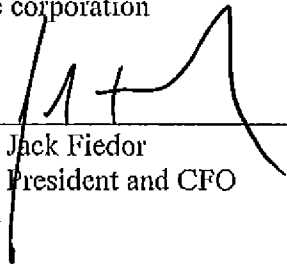
ASSIGNOR:

**SLEEPMED INCORPORATED,**  
a Delaware corporation

By:   
Name: Jeff Powell  
Title: General Manager Americas

ASSIGNEE:

**WATERMARK MEDICAL INC.,**  
a Delaware corporation

By:   
Name: Jack Fiedor  
Title: President and CFO

**EXHIBIT A**  
**TRADEMARKS**

1. File# C02.0023TM00; Serial # 86,534,930; Registration # 4817538; Full Mark: ARES
2. File# C02.0024TM00; Serial # 86,534,937; Registration # 4920963; Full Mark: ARES  
SCREENER
3. File # C02.0028TM00; Serial # 86,534,970; Registration # 4920966; Full Mark:  
SLEEPMED THERAPY SERVICES