

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beatty Marketing & Sales, LLC		12/13/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Aspen Surgical Products, Inc.		
Street Address:	6945 Southbelt Drive		
City:	Caledonia		
State/Country:	MICHIGAN		
Postal Code:	49316		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4884675	BEATTY	
Registration Number:	4894617	BEATTY	
Registration Number:	4870133	DR. DON'S	
Registration Number:	4884676	HOFFEE	
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:	6169499610		
Email:	ptomail@priceheneveld.com		
Correspondent Name:	Price Heneveld LLP / Brian R. Cheslek		
Address Line 1:	695 Kenmoor Avenue SE		
Address Line 2:	PO Box 2567		
Address Line 4:	Grand Rapids, MICHIGAN 49501-2567		
NAME OF SUBMITTER:	Brian R. Cheslek		
SIGNATURE:	/brianrcheslek/		
DATE SIGNED:	03/03/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the 13th day of December, 2019, by and between BEATTY MARKETING & SALES, LLC, a Washington limited liability company having its principal place of business at 9345 151st Avenue NE, Redmond, Washington 98052 ("Beatty") and ASPEN SURGICAL PRODUCTS, INC., a Michigan corporation having its principal place of business at 6945 Southbelt Drive SE, Caledonia, Michigan 49316 ("Aspen"). Beatty and Aspen will be jointly referred to as the "Parties" and each as a "Party."

RECITALS

A. Beatty is the owner of the registered trademarks set forth in Schedule 3.14, hereinafter, the "Beatty Trademarks."

B. Beatty and Aspen have entered into an Membership Interest Purchase Agreement (the "Purchase Agreement") on December 13, 2019 ("Effective Date"), pursuant to which Beatty is selling certain assets to Aspen, including the Beatty Trademarks.

C. In connection with the Purchase Agreement, Beatty wishes to assign to Aspen, and Aspen wishes to accept the assignment of, all right, title and interest of Beatty in and to the Beatty Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beatty hereby agrees as follows:

1. **Assignment.** Beatty hereby transfers, assigns, conveys and delivers to Aspen as of the Effective Date, and Aspen accepts, all right, title and interest of Beatty in and to the Beatty Trademarks, including any and all: (a) goodwill symbolized thereby; (b) common law rights associated therewith; (c) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past or future infringement or dilution with respect to the Beatty Trademarks; and (d) rights to assign the rights conveyed herein, the same to be held and enjoyed by Aspen for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. **Further Assurances.** Beatty further agrees that it shall take such other similar actions as Aspen may reasonably require to effectively assign, convey, and transfer to Aspen the Beatty Trademarks. Beatty further agrees to communicate to Aspen or its representatives any facts known to Beatty respecting said Beatty Trademarks and to testify in any legal proceeding, sign all lawful papers, and execute all documents related to renewal and/or enforcement of the Beatty Trademarks.

3. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Beatty and Aspen.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the substantive law of the State of Michigan without giving effect to the principles of conflicts of law thereof.

5. **Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, the authorized representative of Beatty has duly executed and delivered this Trademark Assignment as of the Effective Date.

BEATTY MARKETING & SALES, LLC

Signature: DocuSigned by:
Gregory W Muller
B21B4E8ED42A443...

Name: Gregory W. Muller

Title: Chief Financial officer

ASPEN SURGICAL PRODUCTS, INC.

Signature: DocuSigned by:
Mary Hannon
13F4F9965F8A4D7...

Name: Mary Hannon

Title: VP Marketing and Communications

Schedule 3.14

Intellectual Property

(a)(i)

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Owner
	RN: TMA986780 AN: 1749286	October 6, 2015	December 13, 2017	Canada	Beatty Marketing & Sales, LLC
BEATTY	RN: 4884675 SN: 86605936	April 22, 2015	January 12, 2016	U.S.	Beatty Marketing & Sales, LLC
	RN: 4894617 SN: 86605942	April 22, 2015	February 2, 2016	U.S.	Beatty Marketing & Sales, LLC
DR. DON'S	RN: 4870133 SN: 86605954	April 22, 2015	December 15, 2015	U.S.	Beatty Marketing & Sales, LLC
HOFFEE	RN: 4884676 SN: 86605947	April 22, 2015	January 12, 2016	U.S.	Beatty Marketing & Sales, LLC

