

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639462

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/30/2017
RESUBMIT DOCUMENT ID:	900598653

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOVADAQ TECHNOLOGIES ULC		12/15/2020	Limited Liability Company: CANADA

RECEIVING PARTY DATA

Name:	STRYKER EUROPEAN HOLDINGS I, LLC
Street Address:	2825 Airview Boulevard
City:	Kalamazoo
State/Country:	MICHIGAN
Postal Code:	49002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2547026	CO 2 HEART LASER 2

CORRESPONDENCE DATA

Fax Number: 9086547866
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.

Phone: 9086545000
Email: gqo@lerner david.com,
 INFORMATIONSSPECIALISTS@LERNERDAVID.COM

Correspondent Name: LERNER DAVID
Address Line 1: 20 COMMERCE DRIVE
Address Line 4: CRANFORD, NEW JERSEY 07016

ATTORNEY DOCKET NUMBER:	SYKCOR-107
NAME OF SUBMITTER:	DONNA VECCHIONE
SIGNATURE:	/DONNA VECCHIONE/
DATE SIGNED:	04/15/2021

Total Attachments: 5

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CONFIRMATORY ASSIGNMENT

This Confirmatory Trademark Assignment (this "Assignment") is entered into as of the last date noted below, by and among **NOVADAQ TECHNOLOGIES ULC**, a Limited Liability Company organized under the laws of Canada with its principal place of business located at 5090 Explorer Drive, Suite 202, Mississauga, Ontario, L4W 4T9 Canada ("Assignor"), **STRYKER EUROPEAN HOLDINGS I, LLC**, a limited liability company incorporated under the laws of the State of Delaware, having its principal place of business at 2825 Airview Boulevard, Kalamazoo, Michigan 49002, United States of America, acting in its capacity as managing partner of **STRYKER EUROPEAN TECHNOLOGIES C.V.**, a limited partnership established under the laws of the Netherlands ("commanditaire vennootschap"), having its registered office at Canon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda, ("Assignee"), and **STRYKER EUROPEAN TECHNOLOGIES C.V.**, a limited partnership established under the laws of the Netherlands ("commanditaire vennootschap"), having its registered office at Canon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda ("the CV").

WHEREAS, an assignment was executed for the mark **CO 2 HEART LASER 2**, U.S. Registration 2,547,026 effective June 27, 2018 and recorded July 9, 2018 at Reel 6375 Frame 0961. The assignment incorrectly listed the assignee as the CV "acting through and duly represented by its managing partner, **STRYKER EUROPEAN HOLDINGS I, LLC**, a limited liability company incorporated under the laws of the State of Delaware, having its principal place of business at 2825 Airview Boulevard, Kalamazoo MI 49002, U.S.". The recordation, in turn, incorrectly listed the CV as the Receiving Party.

WHEREAS, each of Assignor, Assignee and the CV agree that the CV was incorrectly listed as the assignee and have executed this Assignment accordingly to correct such to reflect Assignee as the correct Receiving Party.

NOW, THEREFORE, with acknowledgement by the Parties of the receipt and exchange of valuable and sufficient consideration associated with the **INTELLECTUAL PROPERTY TRANSFER AGREEMENT** dated November 30, 2017, (the "Prior Agreement"), the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. To the extent not already assigned and to correct the aforementioned typographical error, Assignor, at least as of the Prior Agreement, *nunc pro tunc*, hereby assigns, transfers and conveys all of its right, title and interest in and to, *inter alia*, (i) mark **CO 2 HEART LASER 2**, U.S. Registration 2,547,026 and all of the trademarks, trademark applications and trademark registrations identified on attached Exhibit A (collectively the "Marks"), (ii) all legal equivalents of the Marks throughout the world, (iii) all common law rights and the goodwill of the business connected with the use of and symbolized by the Marks, in the United States and throughout the

world and (iv) the right to sue and collect past damages in connection with the Marks, in the United States and throughout the world (i-iv collectively referred to as the "Trademark Rights"), and Assignee, as successor to Assignor's entire business or that portion of the business to which the Marks pertain, agreed to accept the Trademark Rights.

2. Assignor hereby agrees, without further consideration and without expense to the Assignor, to sign all documents and to perform all other lawful acts which the Assignee may reasonably request to make this Assignment of the Trademark Rights fully effective.

3. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America.

5. This Assignment may be executed and delivered (including electronically) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly signed on its behalf.

NOVADAQ TECHNOLOGIES ULC
ASSIGNOR

STRYKER EUROPEAN HOLDINGS I, LLC
ASSIGNEE

By: [Signature]

By: [Signature]

Printed: Robert John Leonard III

Printed: Robert John Leonard III

Title: IP Agent

Title: IP Agent

Date: 15 DEC 2020

Date: 15 DEC 2020

WITNESS

WITNESS

By: Ashley M Salerno

By: Ashley M Salerno

Printed: Ashley Salerno

Printed: Ashley Salerno

Title: IP Specialist, Operations

Title: IP Specialist, Operations

Date: 15 Dec 2020

Date: 15 Dec 2020

STRYKER EUROPEAN TECHNOLOGIES
C.V.

By: _____

Printed: Gregory E. Plaskon

Title: IP Agent

Date: _____

WITNESS

By: _____

Printed: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly signed on its behalf.

**NOVADAQ TECHNOLOGIES ULC
ASSIGNOR**

**STRYKER EUROPEAN HOLDINGS I, LLC
ASSIGNEE**

By: _____

Printed: Robert John Leonard III

Title: IP Agent

Date: _____

WITNESS

By: _____

Printed: _____

Title: _____

Date: _____

By: _____

Printed: Robert John Leonard III

Title: IP Agent

Date: _____

WITNESS

By: _____

Printed: _____

Title: _____

Date: _____

**STRYKER EUROPEAN TECHNOLOGIES
C.V.**

By:  _____

Electronically signed by: Greg Plaskon
Reason: I approve this document
Date: Dec 17, 2020 10:16:00Z

Printed: Gregory E. Plaskon

Title: IP Agent

Date: 17 December 2020

WITNESS

By:  _____

Electronically signed by: ASHLEY SALERNO
Reason: I approve this document
Date: Dec 17, 2020 11:00:00Z

Printed: Ashley Salerno

Title: IP Specialist, Operations

Date: 17 DEC 2020