

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precept Medical Products, LLC	FORMERLY Precept Medical Products, Inc.	05/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Aspen Surgical Products, Inc.		
Street Address:	6945 Southbelt Drive SE		
City:	Caledonia		
State/Country:	MICHIGAN		
Postal Code:	49316		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1309835	PRECEPT	
Registration Number:	3456840	FLUIDGARD	
Registration Number:	1853564	FOG SHIELD	
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:	05/12/2021		
Total Attachments: 3			
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the 1st day of May, 2020, by and between PRECEPT MEDICAL PRODUCTS, LLC, a Pennsylvania limited liability company, formerly Precept Medical Products, Inc., having its principal place of business at 370 Airport Road, Arden, North Carolina 28704 ("Precept") and ASPEN SURGICAL PRODUCTS, INC., a Michigan corporation having its principal place of business at 6945 Southbelt Drive SE, Caledonia, Michigan 49316 ("Aspen"). Precept and ASPEN will be jointly referred to as the "Parties" and each as a "Party."

RECITALS

A. Precept is the owner of the patents and patent applications listed on **EXHIBIT A**, hereinafter, the "Precept Patents."

B. Precept is the owner of the following registered trademarks listed on **EXHIBIT A**, hereinafter, the "Precept Trademarks."

C. Precept and Aspen have entered into a Stock Purchase Agreement (the "Purchase Agreement") on May 1, 2020 ("Effective Date"), pursuant to which Precept is selling certain assets to Aspen, including the Precept Patents and the Precept Trademarks.

D. In connection with the Purchase Agreement, Precept wishes to assign to Aspen, and Aspen wishes to accept the assignment of, all right, title and interest of Precept in and to the Precept Patents and the Precept 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, Precept hereby agrees as follows:

1. **Assignment.** Precept hereby sells, assigns, and transfers, unto Aspen as of the Effective Date, and Aspen accepts, the full and exclusive right, title and interest of Precept in and to each of the Precept Patents, including the right to sue for past infringement, in and to any and all divisions, reissues, continuations, continuation-in-part, and extensions thereof, whether pending or issued.

Precept hereby transfers, assigns, conveys and delivers to Aspen as of the Effective Date, and Aspen accepts, all right, title and interest of Precept in and to the Precept 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 Precept 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.** Precept further agrees that it shall take such other similar actions as Aspen may reasonably require to effectively assign, convey, and transfer to Aspen the Precept Patents and the Precept Trademarks. Precept further agrees to communicate to Aspen or its representatives any facts known to Precept respecting said Precept Patents and said Precept

Trademarks and to testify in any legal proceeding, sign all lawful papers, and execute all documents related to renewal and/or enforcement of the Precept Patents and the Precept Trademarks.

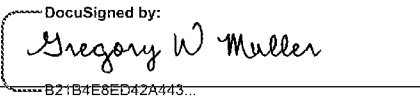
3. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Precept and Aspen.

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 Precept has duly executed and delivered this Patent and Trademark Assignment as of the Effective Date.

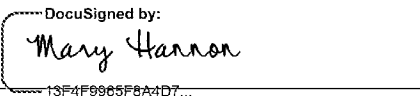
PRECEPT MEDICAL PRODUCTS, LLC

Signature:  B21B4E8ED42A443...

Name: Gregory W. Muller

Title: Chief Financial Officer

ASPEN SURGICAL PRODUCTS, INC.

Signature:  13F4F9865F8A4D7...

Name: Mary Hannon

Title: VP Marketing and Communications

EXHIBIT A
INTELLECTUAL PROPERTY

Issued Patents

Country	Patent No.	Issue Date	Title
United States	7,972,368	July 5, 2011	REFILLABLE THERAPEUTIC PACK

Patent Applications

Country	Application No.	Filing Date	Title
United States	15/593,260	May 11, 2017	DISPOSABLE OVER-THE-HEAD GOWN
Canada	3024094	May 11, 2017	DISPOSABLE OVER THE HEAD FULL BACK ISOLATION GOWN
Europe	17725088.3	May 11, 2017	DISPOSABLE OVER THE HEAD FULL BACK ISOLATION GOWN

Registered Trademarks

Country	Registration No.	Registration Date	Mark
United States	1309835	December 18, 1984	PRECEPT
United States	3456840	July 1, 2008	FLUIDGARD
United States	1853564	September 13, 1994	FOG SHIELD
Australia	340700	November 29, 1979	PRECEPT
Canada	TMA262526	September 18, 1981	PRECEPT
France	1432595	October 28, 1987	PRECEPT
Germany	968731	March 13, 1978	PRECEPT
Germany	943055	April 7, 1976	PRECEPT
Sweden	161303	November 11, 1977	PRECEPT
United Kingdom	1150700	March 17, 1981	PRECEPT
United Kingdom	1127175	January 18, 1980	PRECEPT