

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648127

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vena Group, LLC | | 04/08/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Precision Holdings USA, Inc. | | |
| Street Address: | 2217 Plaza Dr. | | |
| City: | Rocklin | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95765 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88726220 | VENAONE | |
| Serial Number: | 88726194 | V1 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8015786999 | | |
| <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: | (801) 328-3131 | | |
| Email: | tm-slc@stoel.com | | |
| Correspondent Name: | Joshua G. Gigger | | |
| Address Line 1: | 201 South Main Street, Suite 1100 | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| NAME OF SUBMITTER: | Joshua G. Gigger | | |
| SIGNATURE: | /Joshua G. Gigger/ | | |
| DATE SIGNED: | 05/18/2021 | | |
| Total Attachments: 3 | | | |
| source=Executed Assignment#page1.tif | | | |
| source=Executed Assignment#page2.tif | | | |
| source=Executed Assignment#page3.tif | | | |

OP \$65.00 88726220

Trademark and Patent Assignment from Vena Group

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between Vena Group, LLC, a Delaware limited liability company, with an address at 10 Westelm Garden, San Antonio, TX 78230 ("**Assignor**") and Precision Holdings USA, Inc., a California corporation, with an address at 2217 Plaza Dr., Rocklin, CA 95765 ("**Assignee**").

WHEREAS, concurrently with this Assignment, Assignor and Assignee entered into that certain Asset Contribution Agreement (the "**Asset Contribution Agreement**"), pursuant to which Assignor agreed to assign the trademark application(s) and registration(s) in Schedule 1, in each case, together with the goodwill of the business associated therewith, (the "**Marks**") to Assignee; and

WHEREAS, the parties desire to enter into this Assignment to record the assignment of the Marks with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Marks, for the United States and for all foreign countries, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment and the Asset Contribution Agreement contain the sole and entire agreement and understanding of the parties hereto with respect to the subject matter herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter thereof. The terms of the Asset Contribution Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements, and indemnities relating to the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Contribution Agreement, the provisions of the Asset Contribution Agreement shall control. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. This Assignment shall not be changed or altered or modified in any way except in writing signed by a duly authorized representative of each party. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or

110429653.1 0068949-00003

proceeding arising out of or relating to this Assignment or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Assignment shall operate or be construed as a waiver thereof, and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

VENA GROUP, LLC

PRECISION HOLDINGS USA, INC.

By: 

By: 

Name: Talisha Zuckerman

Name: JEREMY PERICINS

Title: Manager

Title: CEO

Date: 4/8/2021

Date: 4/08/2021

SCHEDULE 1

Marks

| Mark | U.S. Reg. No. / Reg. Date | US. App. No. / Filing Date | Goods/Services |
|-------------|--------------------------------------|---------------------------------------|---|
| VENAONE | N/A | 88/726,220 Dec. 13, 2019 | Pneumatic compression medical device, namely, pneumatic compression sleeve for treatment of medical conditions and therapeutic use in Class 10. |
| VI | N/A | 88/726,194 | Pneumatic compression medical device, namely, pneumatic inflatable compression sleeve for prevention and treatment of deep vein thrombosis in Class 10. |