

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655858

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900614736		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueMed Medical Supplies Inc.		03/23/2021	Corporation: CANADA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	6082650	BLUEMED	
Registration Number:	6082651	BLUEMED	
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		
ATTORNEY DOCKET NUMBER:	ASP001 A354		
NAME OF SUBMITTER:	Brian R. Cheslek		
SIGNATURE:	/brianrcheslek/		
DATE SIGNED:	06/24/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Agreement**") is made effective as of March 23, 2021 by BlueMed Medical Supplies Inc., a corporation existing under the laws of Canada ("**Assignor**") and Aspen Surgical Products, Inc., a corporation existing under the laws of Michigan ("**Assignee**").

WHEREAS, Assignor and Assignee entered into an asset purchase agreement dated as of March 23, 2021 amongst Assignor, Michel Kassar and Assignee (the "**Asset Purchase Agreement**");

WHEREAS, subject to the terms and conditions of this Agreement and the Asset Purchase Agreement, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby acquires and accepts, all of Assignor's right, title and interest in and to the intellectual property assets of Assignor listed in Schedule "A" hereto (the "**Assigned Intellectual Property**"); and

WHEREAS, the consideration payable by Assignee to Assignor for the Assigned Intellectual Property is as provided in the Asset Purchase Agreement, and shall be allocated in accordance with the provisions of the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Intellectual Property that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any of the Assignor's trademarks.

2. The parties agree that this Agreement shall not alter, modify or amend in any way any of the terms or provisions of the Asset Purchase Agreement, including the terms and provisions relating to representations and warranties, covenants or indemnification, and, except for those representations and warranties set out in the Asset Purchase Agreement, the Vendor makes no representation, condition or warranty whatsoever with respect to the Assigned Intellectual Property, whether express or implied.

3. Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the European Union Intellectual Property Office and any all other relevant governmental intellectual property offices (collectively, the "**Intellectual Property Offices**") to transfer and record the assignment of the Assigned Intellectual Property to Assignee, as assignee thereof, or otherwise as Assignee may direct. Concurrent with the execution of this Agreement, the parties may execute the separate country-specific short-form assignment documents and any necessary powers of attorney provided by Assignee (collectively, the "**Short-Form Assignment Documents**") solely for purposes of recording with the relevant governmental Intellectual Property Offices the change in title and assignment of the Assigned Intellectual Property to Assignee. Assignee will be responsible for submitting the Short-Form Assignment Documents to the relevant governmental Intellectual Property Offices.

4. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions including the execution of any further country-

specific assignment documents, power of attorney documents and other documents necessary to effect the recordal of the assignments at the various relevant governmental Intellectual Property Offices.

5. This Agreement is delivered pursuant to and is subject to all the terms and conditions contained in the Asset Purchase Agreement. Capitalized terms used in this Agreement, unless otherwise defined herein, have the respective meanings assigned to them in the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

6. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. This Agreement is governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Quebec courts situated in the City of Montreal and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

8. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9. This Agreement may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

10. The parties have requested that this Agreement be drafted in the English language.
Les parties ont exigé que cette convention soit rédigée en langue anglaise.

11. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative effective as of the date first written above.

BLUEMED MEDICAL SUPPLIES INC.

Per:

Name: Michel Kassar
Title: President

ASPEN SURGICAL PRODUCTS, INC.

Per:

Jason K. Krieser
Name: Jason Krieser
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative effective as of the date first written above.

BLUEMED MEDICAL SUPPLIES INC.

Per: *Michel Kassar*

Name: Michel Kassar
Title: President

ASPEN SURGICAL PRODUCTS, INC.

Per:

Name:
Title:

#00008



TRADEMARK
REEL: 007335 FRAME: 0832

Schedule "A"

Assigned Intellectual Property

Owned IP:

The trademarks include all common law rights and goodwill associated with "BlueMed", "BlueMed Medical Supplies", "Fournitures médicales BlueMed", and variations thereof. The trademarks also include the following registered trademarks:

Trademark	Registration number	Jurisdiction	Registrant	Date
BLUEMED	016791113	European Union	Bluedmed Medical Supplies, Inc.	September 28, 2017
	6,082,650	USA	Bluedmed Medical Supplies, Inc.	June 23, 2020
BLUEMED	6,082,651	USA	Bluedmed Medical Supplies, Inc.	June 23, 2020
	TMA999,551	Canada	Bluedmed Medical Supplies, Inc.	June 21, 2018
BLUEMED	TMA999,553	Canada	Bluedmed Medical Supplies, Inc.	June 21, 2018

Domain Names
www.bluedmed.ca www.Canadianshoecovers.com www.Canadianshoecover.com www.Canadianshoecovers.ca www.Bluedmedshoecover.com www.Bluedmedshoecovers.com www.Bluedmedshoecover.ca www.Bluedmedshoecovers.ca www.Automaticshoecoverdispenser.com www.Automaticshoecoverdispensers.com www.Shoecoverdispensers.ca www.Shoecoverdispenser.ca

Other Intellectual Property
All intellectual property assigned to Vendor in connection with the deliverables pursuant to purchase order #2891, dated May 25, 2020 and purchase order #2776, dated March 30, 2020, by and between Vendor and Breniax Experts Conseils, resulting from the service offer dated March 30, 2020,