

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM658206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCM Systems, Inc.		07/01/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	enVista, LLC		
Street Address:	11555 N. Meridian Street		
Internal Address:	Suite 300		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5467299	SYMPLIFLEX	
CORRESPONDENCE DATA			
Fax Number:	3172369907		
<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:	3176358900		
Email:	PTODOCKET.US.DBG@DENTONS.COM		
Correspondent Name:	Brad R. Maurer		
Address Line 1:	10 WEST MARKET STREET		
Address Line 2:	SUITE 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	122407.000034		
NAME OF SUBMITTER:	Brad R. Maurer		
SIGNATURE:	/Brad R. Maurer/		
DATE SIGNED:	07/06/2021		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of July 1, 2021 (the "Effective Date"), by and between enVista, LLC, an Indiana limited liability company ("Assignee"), and HCM Systems, Inc., an Illinois corporation ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of July 1, 2021 (the "Purchase Agreement"), by and among (i) Buyer, (ii) Seller, and (iii) Shareholder, pursuant to the terms of which Seller has agreed to sell, assign and transfer, and Buyer has agreed to purchase and accept the Purchased Assets (capitalized terms used herein but not expressly defined herein will have the meanings ascribed to such terms in the Purchase Agreement).

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the Intellectual Property, which includes, but is not limited to, the following:

(a) the trade names, trademarks and registrations and applications set forth on Schedule 1 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing (collectively, the "Trademarks");

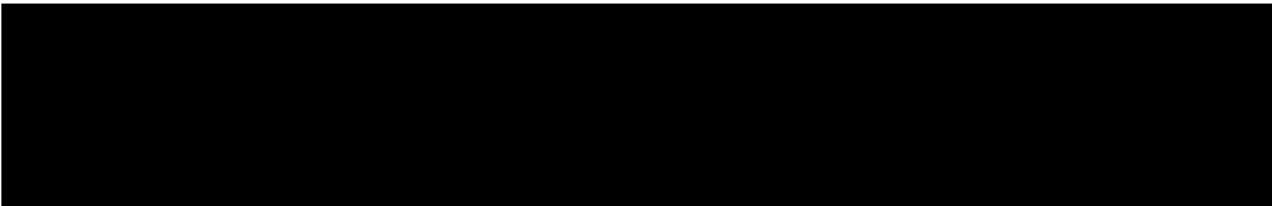
(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for

damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.



4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, 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.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

HCM SYSTEMS, INC.

By: Charlie Hillebold
Charles M. Hillebold, President

ASSIGNEE:

ENVISTA, LLC

By: James Barnes
Jimmy L. Barnes, II, Manager



SCHEDULE 1

**TRADE NAMES, TRADEMARKS AND TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Country	Name/Mark	Owner	App./Reg. No.
United States	SympliFlex	HCM Systems, Inc.	5,467,299

