

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WATER-JEL TECHNOLOGIES, INC.		10/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SAFEGUARD MEDICAL HOLDCO, LLC
Street Address:	5555 Harrisburg Industrial Part Drive
City:	Harrisburg
State/Country:	NORTH CAROLINA
Postal Code:	28075
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85055147	RADIADERM

CORRESPONDENCE DATA**Fax Number:**

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: 7209376599
Email: steve@fourreasonslegal.com
Correspondent Name: Steve Zemanick
Address Line 1: 8074 E 34th Ave
Address Line 4: Denver, COLORADO 80238

NAME OF SUBMITTER:	Steve Zemanick
SIGNATURE:	/SAZ/
DATE SIGNED:	10/07/2021

Total Attachments: 4

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OP \$40.00 85055147

CONFIRMATORY ASSIGNMENT dated 05 October 2021

PARTIES

- 1 **WATER-JEL TECHNOLOGIES, INC.** incorporated and registered in Delaware whose registered office is at 50 Broad Street, Carlstadt, New Jersey 07072, United States of America (the "**Assignor**"); and
- 2 **SAFEGUARD MEDICAL HOLDCO, LLC** incorporated and registered in North Carolina whose registered office is at 5555 Harrisburg Industrial Part Drive, Harrisburg, North Carolina 28075, United States of America (the "**Assignee**").

BACKGROUND

The Assignor owns the Intellectual Property Rights in the Trade Marks and has agreed to assign the Intellectual Property Rights in the Trade Marks to the Assignee on the terms set out in this Agreement.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

1.1.1 "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.1.2 "**Trade Marks**" means the registered trade marks short particulars of which are set out in **Error! Reference source not found.**

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. References to clauses and Schedules are to the clauses of and Schedules to this Agreement.

2 ASSIGNMENT

2.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;

2.1.2 all goodwill attaching to the use of the Trade Marks by the Assignor; and

2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this Agreement.

3 FURTHER ASSURANCE

3.1 The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

4 GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

5 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of this document.

SCHEDULE 1

Trade Marks

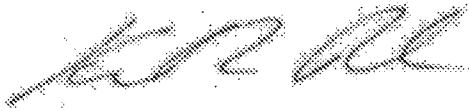
REGISTERED TRADE MARKS

Mark	Country	App. No.	Filing Date	Classes	Reg. No.	Reg. Date	Status
RADIADERM	US	85055147	6/4/2010	3, 5	3946223	4/12/2011	Registered
R1 A WATER- JEL PRODUCT	US	77735943	5/13/2009	5	3938459	3/29/2011	Registered
R2 A WATER- JEL PRODUCT	US	77735947	5/13/2009	3, 5	3938460	3/29/2011	Registered
RADIADERM SYSTEM	US	85064565	6/16/2010	3, 5	3942248	4/5/2011	Registered

Signed by Keith Real

For and on behalf of **WATER-JEL
TECHNOLOGIES, INC.**

.....
Chief Technology Officer



Signed by Keith Real

For and on behalf of **SAFEGUARD MEDICAL
HOLDCO, LLC**

.....
Chief Technology Officer

