

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFEGUARD MEDICAL HOLDCO, LLC		10/05/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	RADIADERM LIMITED		
Street Address:	35 Ballards Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	N31XW		
Entity Type:	limited company (Ltd.): UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85055147	RADIADERM	
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:	7209376599		
Email:	steve@fourreasonslegal.com		
Correspondent Name:	Steve Zemanick		
Address Line 1:	8074 E 34th Ave		
Address Line 4:	Denver, COLORADO 80238		
DOMESTIC REPRESENTATIVE			
Name:	Steve Zemanick		
Address Line 1:	8074 E 34th Ave		
Address Line 2:	Four Reasons Legal		
Address Line 4:	Denver, COLORADO 80238		
NAME OF SUBMITTER:	Steve Zemanick		
SIGNATURE:	/SAZ/		
DATE SIGNED:	10/07/2021		

OP \$40.00 85055147

Total Attachments: 9

source=Safeguard to Radiaderm IP Assignment#page1.tif

source=Safeguard to Radiaderm IP Assignment#page2.tif

source=Safeguard to Radiaderm IP Assignment#page3.tif

source=Safeguard to Radiaderm IP Assignment#page4.tif

source=Safeguard to Radiaderm IP Assignment#page5.tif

source=Safeguard to Radiaderm IP Assignment#page6.tif

source=Safeguard to Radiaderm IP Assignment#page7.tif

source=Safeguard to Radiaderm IP Assignment#page8.tif

source=Safeguard to Radiaderm IP Assignment#page9.tif

CONFIRMATORY ASSIGNMENT dated 05 October 2021

PARTIES

- 1 **SAFEGUARD MEDICAL HOLDCO, LLC** incorporated and registered in North Carolina whose registered office is at 5555 Harrisburg Industrial Park Drive, Harrisburg, North Carolina 28075, United States of America (the "**Seller**"); and
- 2 **RADIADERM LIMITED** incorporated and registered in England and Wales with company number 13210315 whose registered office is at 35 Ballards Lane, London, N3 1XW, United Kingdom (the "**Buyer**").

BACKGROUND

By the Main Agreement, the Seller has agreed to assign the IP Assets to the Buyer 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 "**IP Assets**" means the Patents and Trade Marks

1.1.3 "**Main Agreement**" means an asset purchase agreement dated 26 March 2021 between the Seller and the Buyer.

1.1.4 "**Patents**" means the patents and the applications short particulars of which are set out in Part 1 of Schedule 1.

1.1.5 "**Trade Marks**" means the registered trade marks and the applications short particulars of which are set out in Part 2 of Schedule 1.

1.1.6 "**Transaction**" means the transaction contemplated under the Main Agreement.

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

1.3 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 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Seller expressly acknowledges), the Seller hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in and to the IP Assets, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
- 2.1.2 all goodwill attaching to the use of the Trade Marks by the Seller; 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 IP Assets whether occurring before, on, or after the date of this Agreement.

- 3 FURTHER ASSURANCE**
- 3.1 The Seller 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 the State of North Carolina.

- 5 JURISDICTION**
- Each party irrevocably agrees that the State or Federal courts of the State of North Carolina, with venue in, and if not in, then nearest to, Harrisburg, North Carolina 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

IP Assets

PART 1 – Patents

Title	Filing Date	App. No.	Pub. No.	Patent No.	Status	Country/Region
Treatment and Prophylaxis of Radiation Dermatitis	3/6/2014	14/772.139	US 2016/0015752	10,098,912	Active	US
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Europe
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	ES14714943T	ES2742851T3	ES2742851T3	Active	Spain
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	CA2903647	CA2903647	CA2903647	Active	Canada
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	AU2014224619	AU2014224619	AU2014224619	Active	Australia
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	DK14714943.9 T	DK2964248T3	DK2964248T3	Active	Denmark
Treatment and Prophylaxis of Radiation Dermatitis	06/14/2016	HK16106822.3	HK1218722A	HK1218722A	Active	Hong Kong
Treatment and Prophylaxis of Radiation Dermatitis	08/16/2019	HRP20191490T	HRP20191490T1	HRP20191490T1	Active	Croatia

Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	LTEP14714943.9T	LT2964248T	LT2964248T	Active	Lithuania
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	PL14714943T	PL2964248T3	PL2964248T3	Active	Poland
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	RSP20191073	RS59160	RS59160	Active	Serbia
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	SI201431313T	SI2964248T1	SI2964248T1	Active	Slovenia
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	HUE14714943	HUE045730T2	HUE045730T2	Active	Hungary
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	PT14714943T	PT2964248T	PT2964248T	Active	Portugal
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Belgium
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Bulgaria
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Switzerland
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Czech Republic

Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Germany
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	France
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Finland
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	UK
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Greece
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Ireland
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Italy
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Luxembourg
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Latvia
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Monaco

Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Netherlands
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Norway
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Romania
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Sweden
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Slovakia
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Turkey
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Austria
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	EP14714943.9	EP2964248	EP2964248	Active	Cyprus
Treatment and Prophylaxis of Radiation Dermatitis	03/06/2014	2015/06489	2015/06489	2015/06489	Active	South Africa
Treatment and Prophylaxis of Radiation Dermatitis	9/25/2020	17/033,294			Pending examination	US

PART 2 - Trade Marks

REGISTERED TRADE MARKS AND APPLICATIONS

Mark	Country/ Region	App. No.	Filing Date	Goods/Services	Reg. No.	Reg. Date	Status
R1	EU	00744291 6	12/5/2008	5	007442 916	4/16/2010	Registered (active)
R2	EU	00744294 1	12/5/2008	3, 5	007442 941	7/21/2009	Registered (active)
R1	UK	UK009074 42916	05 Dec 2008	5	UK009 074429 16	4/16/2010	Registered (active)
R2	UK	UK009074 42941	05 Dec 2008	3, 5	UK009 074429 41	7/21/2009	Registered (active)
RADIAD E RM	US	85055147	6/4/2010	3, 5	394622 3	4/12/2011	Registered (active)
RADIAD E RM	ZA	2020/2252 1	8/31/2020	3			Pending, awaiting examinatio n
RADIAD E RM	ZA	2020/2252 2	8/31/2020	5			Pending, awaiting examinatio n
RADIAD E RM	NZ	1157610	8/31/2020	3, 5			Pending, awaiting examinatio n
RADIAD E RM	AU	2115939	8/31/2020	3, 5	211593 9	11/30/202 0	Registered (active)

RADIADERM	CA	2046723	8/31/2020	3, 5				Pending, awaiting examination
R1 WATER-JEL PRODUCT	A US	77735943	5/13/2009	5	3938459	3/29/2011		Registered (active)
R2 WATER-JEL PRODUCT	A US	77735947	5/13/2009	3	3938460	3/29/2011		Registered (active)
RADIADERM SYSTEM	US	85064565	6/16/2010	3, 5	3942248	4/5/2011		Registered (active)

Signed by Keith Real
For and on behalf of SAFEGUARD MEDICAL
HOLDCO, LLC



.....
Chief Technology Officer



Signed by Frances Tully
For and on behalf of RADIADERM LIMITED

.....
Director