

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tissue Seal, LLC		10/15/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	H.B. Fuller Company		
Street Address:	1200 Willow Lake Boulevard		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55164-0683		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5900578	TISSUESEAL	
Registration Number:	5900577	TISSUESEAL	
CORRESPONDENCE DATA			
Fax Number:	3125693000		
<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:	612-766-8578		
Email:	erin.theroux@faegredrinker.com		
Correspondent Name:	Robert B. Leonard		
Address Line 1:	2200 Wells Fargo Center, 90 S Seventh St		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	454743.119		
NAME OF SUBMITTER:	Erin N. Theroux		
SIGNATURE:	/Erin N. Theroux/		
DATE SIGNED:	11/30/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of November 30, 2021 by and between Tissue Seal, LLC, a Michigan limited liability company, with a principal address of 4401 Varsity Drive, Suite D, Ann Arbor, Michigan 48108 (“Assignor”), and H.B. Fuller Company, a Minnesota corporation with a principal address of 1200 Willow Lake Boulevard, Saint Paul, Minnesota 55164-0683 (“Assignee”), pursuant to that certain Asset Purchase Agreement between Assignee, Assignor and certain other parties, dated as of October 15, 2021, (the “Asset Purchase Agreement”), whereby Assignee is the purchaser of certain assets of Assignor.

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on the accompanying Appendix A (the “Marks”);

WHEREAS, Assignee is desirous of acquiring said Marks and all title and rights thereunder, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, the Marks, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, the parties agree as follows:

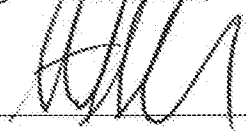
1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, free and clear of all liens and encumbrances, all of Assignor’s right, title, and interest in and to the Marks, including any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights related to the Marks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof (collectively, the “Assigned Trademark Rights”).
2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon the request of Assignee. From time to time at Assignee’s reasonable request, Assignor shall cooperate with the execution of any documents, files, registrations, or other similar items to obtain the full benefits of this Trademark Assignment.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark Rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A signed copy of this Trademark 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 Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Amendment and Modification. This Trademark Assignment may be amended, modified, or supplemented only by written agreement of Assignee and Assignor.
7. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement and all other documents executed in connection with the consummation of the transactions contemplated herein, embody the entire agreement and understanding of the parties in respect of the Assigned Trademark Rights and related transactions, and supersede all prior agreements and understandings with respect to that subject matter.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: TissueSeal, LLC

By: 

Name: Stuart Shulman

Title: Manager

Date: November 30, 2021

AGREED TO AND ACCEPTED:

Assignee: H.B. Fuller Company

By: *Heather Campe*

Name: Heather Campe

Title: Senior Vice President

Date: November 30, 2021

APPENDIX A
Trademark Registrations

Mark	Reg. No.	Reg. Date
TISSUESEAL	5900578	2019-11-05
TissuēSeal	5900577	2019-11-05