

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardinal Health 529, LLC		08/02/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cordis US Corp		
Street Address:	14201 Northwest 60th Avenue		
City:	Miami Lakes		
State/Country:	FLORIDA		
Postal Code:	33014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Serial Number:	85764889	ADROIT	
Serial Number:	76589719	ANGIOGUARD	
Serial Number:	86858998	AQUATRACK	
Serial Number:	75793887	ATW	
Serial Number:	74428439	AVANTI	
Serial Number:	76129355	AVIATOR	
Serial Number:	73786439	BIPAL	
Serial Number:	87920523	BRITE TIP RDIANZ	
Serial Number:	72266736	CORDIS	
Serial Number:	74484068	ECOPAC	
Serial Number:	86379994	ELITECROSS	
Serial Number:	85173586	EMPIRA	
Serial Number:	85055837	EXOSEAL	
Serial Number:	90785073	GUIDETRACK	
Serial Number:	88215707	INCRAFT	
Serial Number:	74312592	INFINITI	
Serial Number:	76165721	MAXI LD	
Serial Number:	75169903	NYLEX	
Serial Number:	76049929	OPTA	

OP \$1340.00 85764889

Property Type	Number	Word Mark
Serial Number:	76473977	OPTEASE
Serial Number:	75526343	OUTBACK
Serial Number:	74028808	PALMAZ
Serial Number:	76667477	PALMAZ BLUE
Serial Number:	76129356	PALMAZ GENESIS
Serial Number:	90064554	PALMAZ-MULLINS XD
Serial Number:	77588570	POWERFLEX
Serial Number:	75415988	PRECISE
Serial Number:	76671604	PRECISE PRO RX
Serial Number:	88348035	RADIAL 360
Serial Number:	88348065	RADIAL 360
Serial Number:	86702206	RAILWAY
Serial Number:	87724842	RAIN SHEATH
Serial Number:	88103975	RBL-JK
Serial Number:	88103983	RBL-TG
Serial Number:	75416606	S.M.A.R.T.
Serial Number:	76648459	S.M.A.R.T. CONTROL
Serial Number:	87920501	S.M.A.R.T. RADIANT
Serial Number:	85971396	SABER
Serial Number:	87920083	SABERX RADIANT
Serial Number:	75377331	SHINOBI
Serial Number:	76104774	SLALOM
Serial Number:	76682129	SLEEK
Serial Number:	75743808	SLX
Serial Number:	74574664	STABILIZER
Serial Number:	77964542	STORQ
Serial Number:	73786441	SUPER TORQUE
Serial Number:	75368716	TEMPO
Serial Number:	76641616	TEMPO AQUA
Serial Number:	74195554	THRULUMEN
Serial Number:	85174448	TRAPEASE
Serial Number:	76411092	WISEASE
Serial Number:	74382532	VISTA BRITE TIP
Serial Number:	74714753	WIZDOM

CORRESPONDENCE DATA

Fax Number: 2028576395

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.

TRADEMARK

REEL: 007516 FRAME: 0841

Phone: 2028576000
Email: TMdocket@arentfox.com
Correspondent Name: N. Christopher Norton, c/o Arent Fox LLP
Address Line 1: 1717 K St., NW
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	041143.07869
NAME OF SUBMITTER:	N. Christopher Norton
SIGNATURE:	/N. Christopher Norton/
DATE SIGNED:	12/03/2021

Total Attachments: 13

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of August 2, 2021 (this “Assignment”), is by and among the parties set forth on Annex A hereto (“Assignors”), on the one hand, and Cordis US Corp and KPR Sales Switzerland GmbH (“Assignees”), on the other hand.

RECITALS

WHEREAS, Cardinal Health, Inc. (“Seller”) and Assignees have entered into that certain Stock and Asset Purchase Agreement, dated as of March 12, 2021, pertaining to, among other things, the sale of certain assets owned by Seller and its Affiliates (as amended, supplemented or modified from time to time, the “Master Purchase Agreement”), pursuant to which, on the terms and subject to the conditions set forth in the Master Purchase Agreement, (a) Seller and the Asset Selling Affiliates shall sell, convey, assign and transfer to Assignees, and Assignees shall purchase, acquire and accept from Seller and the Asset Selling Affiliates, all of Seller and the Asset Selling Affiliates’ right, title and interest in and to the Transferred Assets, and (b) Assignees shall assume, and satisfy and discharge when due, the Assumed Liabilities;

WHEREAS, Assignors are the owners of certain Trademarks included in the Transferred IP, including the Trademarks listed on Schedule A attached hereto (such listed Trademarks, but only to the extent included in the Transferred IP, the “Assigned Marks”); and

WHEREAS, Assignors and Assignees now desire to enter into this Assignment to effect the sale, conveyance, assignment, transfer and delivery to Assignees of the Assigned Marks.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Master Purchase Agreement and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, convey, assign and transfer to the applicable Assignee organized in the same jurisdiction as the applicable Assignor, its successors and assigns, and such Assignee hereby accepts the sale, conveyance, assignment and transfer of all of Assignors’ rights, title and interests in and to the Assigned Marks, and all of Assignors’ rights, title and interests appurtenant thereto, including the goodwill associated therewith and which is symbolized thereby and Assignors’ rights to sue and recover and retain damages for past, present and future infringement or misappropriation thereof.
2. Assignors hereby request the U.S. Commissioner of Patents and Trademarks and all other relevant trademark authorities throughout the world to record this Assignment, as to the Assigned Marks.
3. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.
4. This Assignment is executed and delivered in connection with the consummation of the transactions contemplated by the Master Purchase Agreement. Nothing contained

in this Assignment is intended to or shall be deemed in any way to modify, expand, alter or amend the Master Purchase Agreement or otherwise change any of the rights or obligations of Assignees or Seller under the Master Purchase Agreement. For the avoidance of doubt, no assets or rights (including any Assigned Marks) are being conveyed or otherwise transferred or assigned hereby unless and to the extent such Assigned Marks constitute Transferred IP. None of Assignors, Assignees or their respective Affiliates make any representations or warranties hereby. In the event of a conflict between this Assignment and the Master Purchase Agreement, the parties hereto acknowledge and agree that the terms of the Master Purchase Agreement shall be deemed to control and any such provisions contained herein that conflict with the Master Purchase Agreement shall be deemed modified to the extent required in order to remove any such conflict.

5. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Marks.
6. This Assignment, the Master Purchase Agreement, the Disclosure Letter and the other Transaction Documents, and the Schedules, Annexes and Exhibits hereto and thereto, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter of this Assignment and supersede all prior agreements and understandings relating to such subject matter.
7. All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Master Purchase Agreement.
8. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

ASSIGNORS:

CARDINAL HEALTH 529, LLC

By:  _____

Name: Phil Makrogiannis

Title: Authorized Signatory

[Trademark Assignment]

TRADEMARK
REEL: 007516 FRAME: 0845

Accepted by:

ASSIGNEE:

CORDIS US CORP

By: 

Name: Richard Champion Davis, III

Title: Senior Vice President, Global Transformation

KPR SWITZERLAND SALES GMBH

By: _____

Name: Dominique Albert Maurice Boulet

Title: Managing Director

[Trademark Assignment]

TRADEMARK
REEL: 007516 FRAME: 0846

Accepted by:

ASSIGNEE:

CORDIS US CORP.

By: _____

Name: Richard Champion Davis, III

Title: Senior Vice President, Global Transformation

KPR SWITZERLAND SALES GMBH

By:  _____

Name: ~~Dominique Albert Maurice Boulet~~

Title: Managing Director

[Trademark Assignment]