

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEOTRACT, INC.		12/10/2021	Corporation:
RECEIVING PARTY DATA			
Name:	TELEFLEX LIFE SCIENCES LIMITED		
Street Address:	171, Old Bakery Street		
City:	Valletta		
State/Country:	MALTA		
Postal Code:	VLT 1455		
Entity Type:	Limited Liability Company: MALTA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90313121	BPH ADVISOR POWERED BY THE UROLIFT SYSTE	
Serial Number:	90313101	BPH ADVISOR	
Serial Number:	88938886	GOLDENEYE	
Serial Number:	90313114	MYBPH REPORT	
Registration Number:	3600304	NEOTRACT	
Registration Number:	5838744	O	
Registration Number:	5256109	UROLIFT	
Serial Number:	97068442	UROLIFT 2 ATC	
Registration Number:	6211704	UROLIFT ATC	
Registration Number:	3609328	UROLIFT	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	2155642727		
Email:	BHIPDocket@bakerlaw.com		
Correspondent Name:	Kevin M. Bovard		
Address Line 1:	1735 Market Street		
Address Line 2:	Suite 3300		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7501		

CH \$265.00 90313121

DOMESTIC REPRESENTATIVE

Name: Kevin M. Bovard
Address Line 1: 1735 Market Street, Suite 3300
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Kevin M. Bovard
SIGNATURE:	/Kevin M. Bovard/
DATE SIGNED:	01/05/2022

Total Attachments: 11

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RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT

THIS RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT is entered into on December 10, 2021 with effect as of December 10, 2021 (the “**Effective Date**”) (the “**Assignment**”) and made

BETWEEN

- (1) **NEOTRACT, INC.**, Delaware corporation having its principal place of business at 4155 Hopyard Road, Pleasanton, CA 94588-8570, United States of America, and registered with the Delaware Secretary of State under file number 3897488 (the “**Assignor**”); and
- (2) **TELEFLEX LIFE SCIENCES LIMITED**, a limited liability company duly incorporated and validly existing under the laws of Malta, having its registered office at 171, Old Bakery Street, Valletta VLT 1455, Malta, registered with the Malta Business Registry under number C94305 (the “**Assignee**”).

each a “**Party**” and together the “**Parties**.”

WHEREAS

- A. The Assignor has ultimately assigned the Intellectual Property Rights (as defined below) to the Assignee on the Effective Date of this Assignment through the below series of intermediate assignments, listed below to memorialize the complete chain and transfer-of-title:
 - a. NeoTract, Inc. assigned to TFX Equities Incorporated by the Asset Transfer Agreement effective December 10, 2021;
 - b. TFX Equities Incorporated assigned to Teleflex Medical Devices S.A R.L., a private limited liability company (société à responsabilité limitée) formed and existing under the laws of Grand Duchy of Luxembourg, having its registered office at 26, boulevard de Kockelscheuer, L-1821 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B185177, by the Asset Transfer Agreement effective December 10, 2021; and
 - c. Teleflex Medical Devices S.A R.L. assigned to Teleflex Life Sciences Limited by the Asset Transfer Agreement effective December 10, 2021.
- B. For the avoidance of doubt, each of the intermediate assignments in A. above assigns all rights, title, and interest in and to all of the Intellectual Property Rights (as defined below) under the same terms as listed herein and in the respective Asset Transfer Agreements.
- C. In this context, the Parties have agreed to enter into this Assignment.

NOW IT IS HEREBY AGREED as follows:

1. The definitions and rules of interpretation in this clause apply to this Assignment:

Intellectual Property Rights means the registered trademarks, granted patents, and applications set out in Schedule 1.
2. The Assignor hereby confirms the assignment to the Assignee of all its rights, title and interest with respect to the Intellectual Property Rights.
3. The transfer and assignment confirmed at clause 2 shall include, without limitation: (a) all such rights, title and interest, rights of action, powers and benefits arising or accruing from ownership of the Intellectual Property Rights, including without limitation all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Intellectual Property Rights, irrespective of when such infringement occurred or occurs; (b) the absolute entitlement to any registrations granted pursuant

to any of the applications comprised in the Intellectual Property Rights which includes the right to sue and collect for past damages; (c) all rights to claim priority (where applicable); (d) all rights to any continuations, continuations in part, divisions, extensions, amendments, conversions, re-issues, re-examinations, renewals or restorations of and/or registrations granted in respect of the Intellectual Property Rights; (e) all statutory and common law rights attaching to the Intellectual Property Rights and the goodwill and reputation of the Assignor relating to the Intellectual Property Rights; and (f) all other such rights, title and interest as the Assignor has in the Intellectual Property Rights for the full term thereof.

4. If any provision or part-provision of this Assignment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Assignment.
5. This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Delaware.
6. No variation of this Assignment shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
7. The Parties irrevocably agree that the courts of Delaware are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment and that, accordingly, any legal action or proceedings arising out of or in connection with this Assignment may be brought before the Delaware courts.
8. This Assignment may be executed in any number of counterparts and by the Parties on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.
9. This Assignment shall be binding on, and inure to the benefit of, the Parties to this Assignment and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

[Signature page to follow]

IN WITNESS whereof this Assignment has been duly executed, effective as of the Effective Date.

SIGNED on behalf of
NEOTRACT, INC.



Name: Matthew Howald
Title: Director, Vice President and Treasurer

SIGNED on behalf of
TFX EQUITIES INCORPORATED

Name: Neil Daniels
Title: President

SIGNED on behalf of
TELEFLEX MEDICAL DEVICES S.A R.L.

Name: Luc Sunnen
Title: Category "B" Manager and authorized signatory

SIGNED for and on behalf of
TELEFLEX LIFE SCIENCES LIMITED

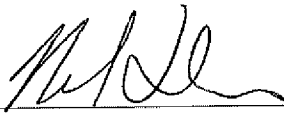
Name: Matthew James
Title: "A" Director

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SIGNED on behalf of
NEOTRACT, INC.

Name: Matthew Howald
Title: Director, Vice President and Treasurer

SIGNED on behalf of
TFX EQUITIES INCORPORATED



Name: Neil Daniels
Title: President

SIGNED on behalf of
TELEFLEX MEDICAL DEVICES S.A R.L.

Name: Luc Sunnen
Title: Category "B" Manager and authorized signatory

SIGNED for and on behalf of
TELEFLEX LIFE SCIENCES LIMITED

Name: Matthew James
Title: "A" Director

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Title: Director, Vice President and Treasurer

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Title: President

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Title: Category "B" Manager and authorized signatory

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TELEFLEX LIFE SCIENCES LIMITED

Name: Matthew James
Title: "A" Director

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Name: Matthew Howald
Title: Director, Vice President and Treasurer

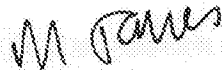
SIGNED on behalf of
TFX EQUITIES INCORPORATED

.....
Name: Neil Daniels
Title: President

SIGNED on behalf of
TELEFLEX MEDICAL DEVICES S.A. R.L.

.....
Name: Luc Sunnen
Title: Category "B" Manager and authorized signatory

SIGNED for and on behalf of
TELEFLEX LIFE SCIENCES LIMITED


.....
Name: Matthew James
Title: "A" Director

SCHEDULE 1

Patents and Patent Applications

See attached Schedule 1 Part A

Trademarks and Trademark Applications

See attached Schedule 1 Part B

SCHEDULE 1

PART B – TRADEMARKS AND TRADEMARK APPLICATIONS

Attorney Ref. No.	Status	Country	Trademark	App. No.	Trademark App. Date	Reg. No.	Trademark Reg. Date
111612.020039	Pending	U.S.	BPH ADVISOR POWERED BY THE UROLIIFT SYSTEM & Design	90313121	11/11/2020		
111612.020041	Pending	Australia	BPHADVVISOR	2175447	5/3/2021		
111612.020042	Pending	Brazil	BPHADVVISOR	922871175	5/6/2021		
111612.020043	Pending	European Union	BPHADVVISOR	018466722	5/6/2021		
111612.020044	Registered	United Kingdom	BPHADVVISOR	00003637169	5/5/2021	UK00003637169	9/24/2021
111612.020045	Pending	Hong Kong	BPHADVVISOR	305612751	5/3/2021		
111612.020046	Pending	Japan	BPHADVVISOR	2021-055045	5/6/2021		
111612.020047	Pending	Singapore	BPHADVVISOR	40202110342Y	5/5/2021		
111612.020037	Pending	U.S.	BPHADVVISOR	90313101	11/11/2020		
111612.020034	Pending	U.S.	GOLDENEYE	88938886	5/29/2020		
111612.020038	Pending	U.S.	MYBPH REPORT	90313114	11/11/2020		

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Attorney Ref. No.	Status	Country	Trademark	App. No.	Trademark App. Date	Reg. No.	Trademark Reg. Date
111612.020021	Registered	Taiwan	NEOTRACT	107067106	10/17/2018	01983811	5/1/2019
111612.006001	Registered	United Kingdom	NEOTRACT	891661	7/19/2016	UK008891661	7/19/2016
111612.020005	Registered	U.S.	NEOTRACT	78795323	1/19/2006	3600304	3/31/2009
111612.020006	Registered	International (Madrid)	NEOTRACT	891661	7/19/2006	891661	7/19/2006
111612.020007	Registered	European Union	NEOTRACT	891661	7/19/2016	891661	7/19/2016
111612.020008	Registered	Japan	NEOTRACT	891661	7/19/2006	891661	7/19/2006
111612.020009	Registered	Australia	NEOTRACT	1809896	7/19/2006	891661	7/19/2006
111612.020010	Registered	South Korea	NEOTRACT	891661	7/19/2006	891661	7/19/2006
111612.020011	Registered	Mexico	NEOTRACT	891661	7/19/2006	891661	7/19/2006
111612.020014	Registered	Canada	NEOTRACT	1806243	10/25/2016	TMA993288	3/27/2018
111612.020024	Registered	Singapore	NEOTRACT	891661	7/19/2006	891661	7/19/2006
111612.020026	Registered	U.S.	O (STYLIZED) IN COLOR	88270479	1/22/2019	5838744	8/20/2019
111612.020022	Registered	Taiwan	UROLIIFT	107067104	10/17/2018	01983810	5/1/2019
111612.020023	Registered	Singapore	UROLIIFT	40201820970X	10/12/2018	40201820970X	10/12/2018

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Attorney Ref. No.	Status	Country	Trademark	App. No.	Trademark App. Date	Reg. No.	Trademark Reg. Date
111612.020027	Registered	Hong Kong	UROLIPT	304840047	2/26/2019	304840047	2/26/2019
111612.020032	Registered	Chile	UROLIPT	1322281	5/2/2019	1312627	12/19/2019
111612.020035	Registered	China P.R.	UROLIPT	49021899	8/18/2020	49021899	3/28/2021
111612.020012	Registered	South Korea	UROLIPT (& Korean Characters)	4020150054710	7/22/2015	4011910430000	7/18/2016
111612.020013	Registered	U.S.	UROLIPT (Stylized)	87296231	1/10/2017	5256109	8/1/2017
111612.020050	Pending	U.S.	UROLIPT 2 ATC	97068442	10/11/2021		
111612.020051	Unfiled	Japan	UROLIPT 2 ATC				
111612.006002	Registered	United Kingdom	UROLIPT ATC	1453880	2/5/2019	UK0081453880	2/5/2019
111612.020016	Registered	U.S.	UROLIPT ATC	88140719	10/3/2018	6211704	12/1/2020
111612.020017	Registered	Canada	UROLIPT ATC	1924220	10/9/2018	1110710	10/4/2021
111612.020018	Registered	International (Madrid)	UROLIPT ATC	A0083031	2/5/2019	1453880	2/5/2019
111612.020019	Registered	Australia	UROLIPT ATC	1453880	2/5/2019	1453880	2/5/2019
111612.020020	Registered	European Union	UROLIPT ATC	1453880	2/5/2019	1453880	2/5/2019
111612.020000	Registered	U.S.	UROLIPT	77184568	5/18/2007	3609328	4/21/2009

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Attorney Ref. No.	Status	Country	Trademark	App. No.	Trademark App. Date	Reg. No.	Trademark Reg. Date
111612.020001	Registered	Australia	UROLIIFT	1326883	10/20/2009	1326883	5/26/2010
111612.020002	Registered	European Union	UROLIIFT	8624157	10/19/2009	8624157	4/28/2010
111612.020003	Registered	Turkey	UROLIIFT	2009-55769	10/21/2009	2009-55769	12/20/2010
111612.020004	Registered	Canada	UROLIIFT	1550274	11/1/2011	TMA850704	5/13/2013
111612.020015	Registered	Mexico	UROLIIFT	119851812811	10/25/2016	1731870	3/13/2017
111612.006000	Registered	United Kingdom	UROLIIFT	8624157	10/19/2009	UK0098624157	4/28/2010

TRADEMARK

REEL: 007551 FRAME: 0143

RECORDED: 01/05/2022