

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q Holding Company		05/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Q Medical, LLC		
Street Address:	30100 Chagrin Blvd.		
Internal Address:	Suite 201		
City:	Pepper Pike		
State/Country:	OHIO		
Postal Code:	44124		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6170057	QURESIL	
Registration Number:	5301638	FLEXIBLE TECHNOLOGIES FOR LIFE	
Registration Number:	4463659	QURE MEDICAL	
Registration Number:	4463658	Q QURE · MEDICAL	
Registration Number:	4389491	QUADRA	
Registration Number:	4374949	QUADRA	
CORRESPONDENCE DATA			
Fax Number:	8662501636		
<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:	203-428-4420		
Email:	tmdocket@moylesip.com		
Correspondent Name:	Moyles IP, LLC		
Address Line 1:	One Enterprise Drive		
Address Line 2:	Suite 428		
Address Line 4:	Shelton, CONNECTICUT 06484		
ATTORNEY DOCKET NUMBER:	PROJECT VOLT		
NAME OF SUBMITTER:	Caroline Smith		
SIGNATURE:	/Caroline Smith/		

OP \$165.00 6170057

DATE SIGNED:	05/19/2022
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") dated as of May 13, 2022 (the "Effective Date"), by and between Q Holding Company, a Delaware corporation ("Q Holding" or "Transferor", and Q Medical, LLC, a Delaware limited liability company ("QMD" or "Transferee") (each a "Party," and together the "Parties").

WHEREAS, pursuant to the Confirmatory Intellectual Property Assignment Agreement, dated as of the same date hereof, between Q Holding and QMD (the "IP Assignment"), where Q Holding contributed, transferred, assigned and delivered to QMD, and QMD acquired from Assignor, all right, title, and interest in, to and under the trademark registrations and applications for registration of trademarks set forth on Exhibit A and the goodwill associated therein (collectively, the "Assigned Trademarks"), and the Parties wish to record this Assignment in the United States Patent and Trademark Office (the "USPTO") and its respective counterparts in any applicable jurisdiction in the world.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Q Holding confirms that as of August 30, 2019, it contributed, transferred, assigned and delivered to QMD all right, title, and interest in, to and under the Assigned Trademarks in the United States and throughout the world, the same to be held and enjoyed by QMD as fully and completely as by Q Holding had this Assignment not been made, and together with (a) all trademark registrations and applications for registration thereof, the right to renew any registrations included in the Assigned Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Assigned Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits, and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Q Holding to QMD for the purpose of recording this Assignment with the USPTO, and its respective counterparts in any applicable jurisdiction in the world, and the Parties hereby authorize the USPTO to record this Assignment.

3. Further Assurances. From time to time following the Effective Date, at the sole expense of QMD, Q Holding shall execute and deliver such other instruments of conveyance, assignment, transfer, and delivery or other documents and take or cause to be taken such other actions as QMD reasonably may request in order to record, perfect, or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the IP Assignment, the terms of the IP Assignment shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests, or obligations hereunder, by or on behalf of any of the Parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

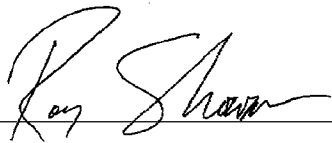
5. Governing Law. This Assignment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arising out of, or related to, this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules or principles that would result in the application of the law of any other state.

6. Counterparts. This Assignment may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Q Holding and QMD have duly executed this Agreement as of the date first written above.

Q HOLDING COMPANY:

By: 

Name: Roy Showman

Title: Chief Financial Officer, Executive Vice President and Secretary

Q MEDICAL, LLC:

By: 

Name: Roy Showman

Title: Chief Financial Officer, Executive Vice President and Secretary

Exhibit A

U.S. Assigned Trademarks

Country	Trademark	Reg. No./ (Serial No.)	Reg. Date/ (Filing Date)	Status
U.S.	QURESIL	6,170,057	10/6/2020	Registered
U.S.	FLEXIBLE TECHNOLOGIE S FOR LIFE	5,301,638	10/3/2017	Registered
U.S.	QURE MEDICAL	4,463,659	1/7/2014	Registered & Incontestable
U.S.	Q QURE MEDICAL & DESIGN	4,463,658	1/7/2014	Registered & Incontestable
U.S.	QUADRA (stylized)	4,389,491	8/20/2013	Registered & Incontestable
U.S.	QUADRA	4,374,949	7/30/2013	Registered & Incontestable