

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/01/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Precept Medical Products, LLC	FORMERLY Precept Medical Products, Inc.	05/26/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aspen Surgical Products, Inc.		
<b>Street Address:</b>	6945 Southbelt Drive SE		
<b>City:</b>	Caledonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49316		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1309835	PRECEPT	
<b>Registration Number:</b>	3456840	FLUIDGARD	
<b>Registration Number:</b>	1853564	FOG SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6169499610		
<b>Email:</b>	ptomail@priceheneveld.com		
<b>Correspondent Name:</b>	Price Heneveld LLP / Brian R. Cheslek		
<b>Address Line 1:</b>	695 Kenmoor Avenue SE		
<b>Address Line 2:</b>	PO Box 2567		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49501-2567		
<b>NAME OF SUBMITTER:</b>	Brian R. Cheslek		
<b>SIGNATURE:</b>	/brianrcheslek/		
<b>DATE SIGNED:</b>	06/09/2022		
<b>Total Attachments: 4</b>			
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## PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of this date, by and between PRECEPT MEDICAL PRODUCTS, LLC, a Pennsylvania limited liability company, formerly Precept Medical Products, Inc., having its principal place of business at 370 Airport Road, Arden, North Carolina 28704 (collectively "Precept") and ASPEN SURGICAL PRODUCTS, INC., a Michigan corporation having its principal place of business at 6945 Southbelt Drive SE, Caledonia, Michigan 49316 ("Aspen"). Precept and ASPEN will be jointly referred to as the "Parties" and each as a "Party."

### RECITALS

A. Precept is the owner of the patents and patent applications listed on **EXHIBIT A**, hereinafter, the "Precept Patents."

B. Precept is the owner of the following registered trademarks listed on **EXHIBIT A**, hereinafter, the "Precept Trademarks."

C. Precept and Aspen entered into a Stock Purchase Agreement (the "Purchase Agreement") on May 1, 2020 ("Effective Date"), pursuant to which Precept sold certain assets to Aspen, including the Precept Patents and the Precept Trademarks.

D. In connection with the Purchase Agreement, Precept assigned, nunc pro tunc, effective May 1, 2020, to Aspen, and Aspen accepted the assignment of, all rights, title, and interest of Precept in and to the Precept Patents and the Precept Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Precept hereby agrees as follows:

1. **Assignment.** Precept hereby sells, assigns, and transfers, unto Aspen, nunc pro tunc, as of the Effective Date, and Aspen accepts, the full and exclusive right, title and interest of Precept in and to each of the Precept Patents, including the right to sue for past infringement, in and to any and all divisions, reissues, continuations, continuation-in-part, and extensions thereof, whether pending or issued.

Precept hereby transfers, assigns, conveys and delivers to Aspen, nunc pro tunc, as of the Effective Date, and Aspen accepts, all right, title and interest of Precept in and to the Precept Trademarks, including any and all: (a) goodwill symbolized thereby; (b) common law rights associated therewith; (c) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past or future infringement or dilution with respect to the Precept Trademarks; and (d) rights to assign the rights conveyed herein, the same to be held and enjoyed by Aspen for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. **Further Assurances.** Precept further agrees that it shall take such other similar actions as Aspen may reasonably require to effectively assign, convey, and transfer to Aspen the Precept Patents and the Precept Trademarks. Precept further agrees to communicate to Aspen or

its representatives any facts known to Precept respecting said Precept Patents and said Precept Trademarks and to testify in any legal proceeding, sign all lawful papers, and execute all documents related to renewal and/or enforcement of the Precept Patents and the Precept Trademarks.

3. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Precept and Aspen.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the substantive law of the State of Michigan without giving effect to the principles of conflicts of law thereof.

5. **Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, the authorized representative of Precept has duly executed and delivered this Patent and Trademark Assignment as of this date, with an effective date of the May 1, 2020.

**PRECEPT MEDICAL PRODUCTS, LLC**  
formerly, **PRECEPT MEDICAL PRODUCTS, INC.**

DocuSigned by:  
Signature: Gregory W Muller  
B21B4E8ED42A443...

Name: Gregory W. Muller

Title: Chief Financial Officer

Date: 5/26/2022 | 8:13 AM EDT

**ASPEN SURGICAL PRODUCTS, INC.**

DocuSigned by:  
Signature: Mary Hannon  
13F4F8885F8A4D7...

Name: Mary Hannon

Title: VP Marketing and Communications

Date: 5/26/2022 | 8:23 AM EDT

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

Issued Patents

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
United States	7,972,368	July 5, 2011	REFILLABLE THERAPEUTIC PACK

Patent Applications

<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>
United States	15/593,260	May 11, 2017	DISPOSABLE OVER-THE-HEAD GOWN
Canada	3024094	May 11, 2017	DISPOSABLE OVER THE HEAD FULL BACK ISOLATION GOWN
Europe	17725088.3	May 11, 2017	DISPOSABLE OVER THE HEAD FULL BACK ISOLATION GOWN

Registered Trademarks

<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
United States	1309835	December 18, 1984	PRECEPT
United States	3456840	July 1, 2008	FLUIDGARD
United States	1853564	September 13, 1994	FOG SHIELD
Australia	340700	November 29, 1979	PRECEPT
Canada	TMA262526	September 18, 1981	PRECEPT
France	1432595	October 28, 1987	PRECEPT
Germany	968731	March 13, 1978	PRECEPT
Germany	943055	April 7, 1976	PRECEPT
Sweden	161303	November 11, 1977	PRECEPT
United Kingdom	1150700	March 17, 1981	PRECEPT
United Kingdom	1127175	January 18, 1980	PRECEPT

Unregistered Trademarks

- FluidPouch™
- Comfort-Cool™
- Comfort-Plus™
- DualGard™
- Comfort-Cone™
- Safe-T-Tred™
- Coolwear™
- Lite and Cool™
- KittyKare™
- Lite Pouch™