

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kestrel Health Information, Inc.		03/23/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	NACCME, LLC		
Street Address:	104 Windsor Center Drive		
Internal Address:	Suite 200		
City:	East Windsor		
State/Country:	NEW JERSEY		
Postal Code:	08520		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6071325	WOUNDCON	
Registration Number:	6088230	WOUND SOURCE	
Registration Number:	5838196	WOUNDSOURCE	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3575		
Email:	kattendctm@katten.com		
Correspondent Name:	Michael Justus -Katten Muchin Rosenman		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007-5118		
ATTORNEY DOCKET NUMBER:	394811-00005		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	10/31/2022		
Total Attachments: 8			

CH \$90.00 6071325

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Intellectual Property Assignment Agreement**”) is made and entered into as of March 23, 2021 (the “**Effective Date**”) by and among Kestrel Health Information, Inc., a Florida corporation (the “**Assignor**”), in favor of NACCME, LLC a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”) pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, among other assets, all of Assignor’s Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, including those trademarks, copyrights, and domain names identified in the Purchase Agreement and any other trademarks, copyrights and domain names of the Assignor (the “**Assigned Intellectual Property Assets**”), and have agreed to execute and deliver this Intellectual Property Assignment Agreement. Notwithstanding the foregoing, the Assigned Intellectual Property Assets shall not include any Excluded Assets.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts the assignment, without the necessity of any additional consideration, of all right, title, and interest of Assignor in and to all of the Assigned Intellectual Property Assets, including, without limitation, the Intellectual Property Registrations listed on **Exhibit A** attached hereto, and the goodwill associated with the use of and symbolized by the foregoing.

2. Assignor will, without further consideration, at the request of Assignee and at the expense of the requesting party, promptly sign, execute, make and do, and will use commercially reasonable efforts to cause Assignor’s employees and independent contractors to promptly sign, execute, make and do, all such deeds, documents, acts and things as Assignee and its duly authorized agents may reasonably require in order to apply for, obtain, register and vest in the name of Assignee alone (unless Assignee otherwise directs) letters patent, copyrights, trademarks, domain names, social media accounts or other analogous protection with respect to the Assigned Intellectual Property Assets and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same.

3. This Intellectual Property Assignment Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns; provided, however, that the terms of the Asset Purchase Agreement concerning

assignment and delegation of the parties' respective rights and obligations thereunder shall apply *mutatis mutandis* to this Intellectual Property Assignment Agreement as if set forth in full herein.

4. This Intellectual Property Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Any term or provision of this Intellectual Property Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

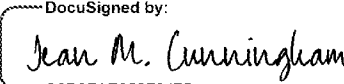
6. This Intellectual Property Assignment Agreement may be executed (including by facsimile or email of a .pdf attachment) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Intellectual Property Assignment Agreement will become effective when duly executed by each party hereto. The parties hereto may deliver this Intellectual Property Assignment Agreement by facsimile or email of a .pdf attachment, and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment Agreement to be executed by their respective officers thereunto duly authorized on the Effective Date.

ASSIGNOR:

**KESTREL HEALTH INFORMATION,
INC.**

DocuSigned by:

By: C2D0E4E652E0475
Name: Jean M. Cunningham
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 007889 FRAME: 0828**

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment Agreement to be executed by their respective officers thereunto duly authorized on the Effective Date.

ASSIGNEE:

NACCME, LLC

By: Jeff Hennessy
Name: Jeff Hennessy
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007889 FRAME: 0829

Exhibit A

COPYRIGHT REGISTRATIONS

U.S. Copyright Registration	Copyright Number	Date
Incontinence Source - The Leading Product Reference in Incontinence Care. [Published: 2013-01-21. Issue: vol. 12, no. 1, 1/21/13]	TX0007653220	2013
Interprofessional Perspectives on Individualized Wound Device Product Selection.	TX0007689718	2012
Perspectives on Palliative Wound Care: Interprofessional Strategies for the Management of Palliative Wounds.	TX0007689704	2012
Wound Dressing Product Selection: A Holistic, Interprofessional Patient-Centered Approach.	TX0007689711	2011
WoundSource: The Kestrel Wound Product Source Book. [Published: 2014-07-07. Issue: vol. 17, 7/7/14]	TX0007909554	2014
WoundSource: The Kestrel Wound Product Sourcebook. [Published: 2015-08-01. Issue: vol. 18, no. 1, 8/1/15]	TX0008218514	2015
ContinenceOstomySource; The Kestrel Continence & Ostomy Product Sourcebook. [Published: 2010-02-15. Issue: vol. 9, no. 1, February 15, 2010]	TX0007187039	2010
DERMPRODUCTS. [Published 2007-08-15. Issue: vol 1, no. 1, 1st edition.]	TX0006889869	2007
DermProducts: The Kestrel Dermatology Product Sourcebook 2007/2008.	TX0006965636	2007
DiabetesSource: The Kestrel Diabetes Product Sourcebook 2008.	TX0006944655	2008
DiabetesSource; The Kestrel Diabetes Product Sourcebook. [Published: 2009-10-15. Issue: vol. 2, no. 1, October 15, 2009]	TX0007042826	2009
Incontinence source : the Kestrel incontinence product sourcebook.	CSN0148979	2007
Incontinence source : the Kestrel incontinence product sourcebook.	CSN0148979	2006
Incontinence source : the Kestrel incontinence product sourcebook.	CSN0148979	2005
Incontinencesource.	CSN0148977	2005
IncontinenceSource; The Kestrel Incontinence Product Sourcebook. [Published: 2011-02-15. Issue: vol. 10, no. 1, 2/15/2011]	TX0007361485	2011
IncontinenceSource: The Leading Product Reference in Incontinence Care. [Published: 2012-02-15. Issue: vol. 11, no. 1, 2/15/2012]	TX0007658470	2012
InfectionControl Source: The Kestrel Infection Control Product Sourcebook 2008.	TX0006944657	2008
Kestrel wound product sourcebook : the leading reference and buyers' guide for wound care products : educational resources.	CSN0135374	2001

U.S. Copyright Registration	Copyright Number	Date
Kestrel wound product sourcebook : the leading reference and buyers' guide for wound care products : educational resources.	CSN0135374	2000
Kestrel wound product sourcebook : the leading reference and buyers' guide for wound care products : educational resources.	CSN0135374	1999
Kestrel wound product sourcebook : the leading reference and buyers' guide for wound care products : educational resources.	CSN0135374	1998
WoundSource. [Published: 2011-08-01. Issue: vol. 14, no. 1, 8/12/2011]	TX0007433509	2011
WoundSource. [Published: 2017-07-01. Issue: vol. 20, no. 1, 2017]	TX0008522261	2017
WoundSource. [Published: 2018-07-01. Issue: vol. 21, no. 1, 2018]	TX0008651060	2018
WoundSource. [Published: 2019-07-01. Issue: vol. 22, no. 1, 2019]	TX0008798417	2019
WoundSource: The Kestrel Wound Product Source Book 2010/11. [Published: 2010-07-25. Issue: vol. 13, no. 1, 2010/2011]	TX0007299158	2010
WoundSource : the Kestrel wound product sourcebook.	CSN0147153	2006
WoundSource : the Kestrel wound product sourcebook.	CSN0147153	2005
WoundSource : the Kestrel wound product sourcebook.	CSN0147153	2004
WoundSource; The Kestrel Wound Product Sourcebook 2008/2009.	TX0006965677	2008
WoundSource:The Kestrel Wound Product Sourcebook 2009/2010. [Published: 1998-07-01. Issue: vol. 12, no. 1, July 20, 2009]	TX0007119114	1998
WoundSource: The Kestrel Wound Product Sourcebook. [Published: 2016-07-01. Issue: vol. 19, no. 1, 2016]	TX0008398161	2016
WoundSource: The Leading Product Reference in Wound Care, 16th Edition. [Published: 2013-08-26. Issue: vol. 16, 8/26/13]	TX0007751388	2013

TRADEMARKS


Registered Marks

Country	Trademark	Registration No.
United States	WOUNDCON	6,071,325
United States	WOUNDSOURCE	6,088,230
United States	WOUNDSOURCE	5,838,196

Unregistered Trademarks

1. WoundSource(r) Practice Accelerator(tm)
2. WoundSource(r) ENEWS
3. WoundSource(r) Product Navigator Webinars
4. WoundSource(r) Lunch 'n' Learn Webinars
5. The WoundSource(r) Academy (www.woundsourceacademy.com)
6. WoundSource(r) Industry Voices

7.  WOUNDCON

8.  WOUND
SOURCE

9.  Kestrel
HEALTH INFORMATION

10. 

11.  WOUND
SOURCE

DOMAIN NAMES

Domain Name	Registrar	Expiration Date
bariatricproductsource.com	GoDaddy.com	5/8/2021
dermatologydigest.com	GoDaddy.com	3/11/2022
dermproducts.com	GoDaddy.com	12/11/2021
diabetesproductsource.com	GoDaddy.com	9/5/2021
incontinencesource.com	GoDaddy.com	9/5/2021
infectioncontrolsource.com	GoDaddy.com	5/9/2021
kestrelacademy.com	GoDaddy.com	5/15/2021
kestrelhealth.com	GoDaddy.com	9/5/2021
kestrelhealthinfo.com	GoDaddy.com	6/12/2025
kestrelhealthinfo.net	GoDaddy.com	6/12/2021
kestrelhealthinformation.com	GoDaddy.com	6/12/2021
kestrelhealthmedia.com	GoDaddy.com	3/22/2021
khionline.com	GoDaddy.com	3/29/2021
ostomysource.com	GoDaddy.com	9/5/2021
podiatrysource.com	GoDaddy.com	5/8/2021
woundcareguide.com	GoDaddy.com	4/15/2021
woundcareonline.com	GoDaddy.com	2/23/2022
woundcarepracticeaccelerator.com	GoDaddy.com	11/1/2021
woundcareproductnavigator.com	GoDaddy.com	12/12/2021
woundcareproducts.com	GoDaddy.com	2/23/2021
woundcommunity.com	GoDaddy.com	3/16/2021
woundcon.net	GoDaddy.com	1/29/2022
woundcon.org	GoDaddy.com	1/29/2022
woundologist.com	GoDaddy.com	2/25/2023
woundproductsourcebook.com	GoDaddy.com	4/17/2021
woundsource.com	GoDaddy.com	3/16/2021
woundsourceacademy.com	GoDaddy.com	5/15/2021
woundsourcepracticeaccelerator.com	GoDaddy.com	11/1/2021
woundsourceproductnavigator.com	GoDaddy.com	12/12/2021
wsdigitalstudio.com	GoDaddy.com	8/17/2021
woundcon.com	WPEngine	1/29/2022
woundsourceacademy.com	WPEngine	5/12/2021