

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765865

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 Medical, LLC		11/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Medical Elastomer Development, Inc.		
Street Address:	1700 Highland Road		
City:	Twinsburg		
State/Country:	OHIO		
Postal Code:	44087		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6170057	QURESIL	
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:	2034284420		
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		
NAME OF SUBMITTER:	Lisa J. Moyles		
SIGNATURE:	/Lisa J. Moyles/		
DATE SIGNED:	11/04/2022		
Total Attachments: 3			
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OP \$40.00 6170057

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") dated as of November 2, 2022 (the "Effective Date"), by and between Medical Elastomer Development, Inc., an Ohio corporation ("Medical Elastomer" or "Transferee"), and Q Medical, LLC, a Delaware limited liability company ("QMD" or "Transferor") (each a "Party," and together the "Parties").

WHEREAS, QMD desires to transfer, assign and deliver to Medical Elastomer, and Medical Elastomer desires to acquire from QMD, all right, title and interest in, to and under United States trademark registration "QURESIL" (Registration Number 6,170,057), any common law rights in the "QURESIL" trademark and the goodwill associated therewith (the "Assigned Trademark"), and the Parties wish to record this Assignment in the United States Patent and Trademark Office (the "USPTO").

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. QMD hereby transfers, assigns and delivers to Medical Elastomer, and Medical Elastomer hereby accepts the transfer, assignment and delivery from QMD of, all QMD's right, title and interest in, to and under the Assigned Trademark, the same to be held and enjoyed by Medical Elastomer as fully and completely as by QMD had this Assignment not been made, and together with (a) the Assigned Trademark, the right to renew the registration included in the Assigned Trademark, and all corresponding rights thereto that are or may be secured under the laws of the United States, now or hereafter arising or in effect, and (b) all rights in the foregoing and all other rights and remedies, including, without limitation, the right to collect royalties and proceeds in connection therewith and 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 (collectively, and, for clarity, any such rights and remedies with respect to the Assigned Trademark, the "Assigned Trademark Rights").

2. Recording. This Assignment has been executed and delivered by QMD to Medical Elastomer for the purpose of recording this Assignment with the USPTO and the Parties hereby authorize the USPTO to record this Assignment.

3. Further Assurances. From time to time following the Effective Date, if and to the extent reasonably requested by Medical Elastomer (and at the sole expense of Medical Elastomer), QMD 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 to the extent reasonably requested by Medical Elastomer in order to record, perfect or otherwise effectuate the assignment of the Assigned Trademark Rights assigned hereunder.

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, Medical Elastomer and QMD have duly executed this Agreement as of the date first written above.

MEDICAL ELASTOMER DEVELOPMENT, INC.

By: 
Name: Mauricio Arellano
Title: Chief Executive Officer

Q MEDICAL, LLC

By: 
Name: Mauricio Arellano
Title: Chief Executive Officer

[Signature Page to "Quresil" Trademark Assignment Agreement]