

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795676

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900752621		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neo Medical Inc.		02/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHS USA INC.		
<b>Street Address:</b>	2810 Coventry Road		
<b>City:</b>	Oakville		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6H 6R1		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86306385	NEOMAGIC	
<b>Serial Number:</b>	85552065	POWERSTICK	
<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>Email:</b>	craig.mueller@fisherbroyles.com		
<b>Correspondent Name:</b>	CRAIG MUELLER		
<b>Address Line 1:</b>	10162 E. 29th Ave.		
<b>Address Line 4:</b>	Denver, COLORADO 80238		
<b>ATTORNEY DOCKET NUMBER:</b>	18945		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Craig Mueller		
<b>Address Line 1:</b>	10162 E. 29th Ave.		
<b>Address Line 4:</b>	Denver, COLORADO 80238		
<b>NAME OF SUBMITTER:</b>	Craig W. Mueller		
<b>SIGNATURE:</b>	/C.W. Mueller/		
<b>DATE SIGNED:</b>	03/20/2023		

**Total Attachments: 81**

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**PURCHASE AND SALE AGREEMENT**

**by and among**

**CHS USA INC.**

**NEO MEDICAL, INC.**

**AND**

**THE SOLE SHAREHOLDER OF NEO MEDICAL, INC.**

**As of February 13, 2023**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of February 13, 2023 (this "Agreement"), is made and entered into by and among **CHS USA INC.**, a Delaware corporation ("Purchaser"), **NEO MEDICAL, INC.**, a Delaware corporation (the "Company"), and **TIM DUVALL**, an adult individual residing in Nevada ("Shareholder"). Purchaser, the Company, and Shareholder are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

### WITNESSETH:

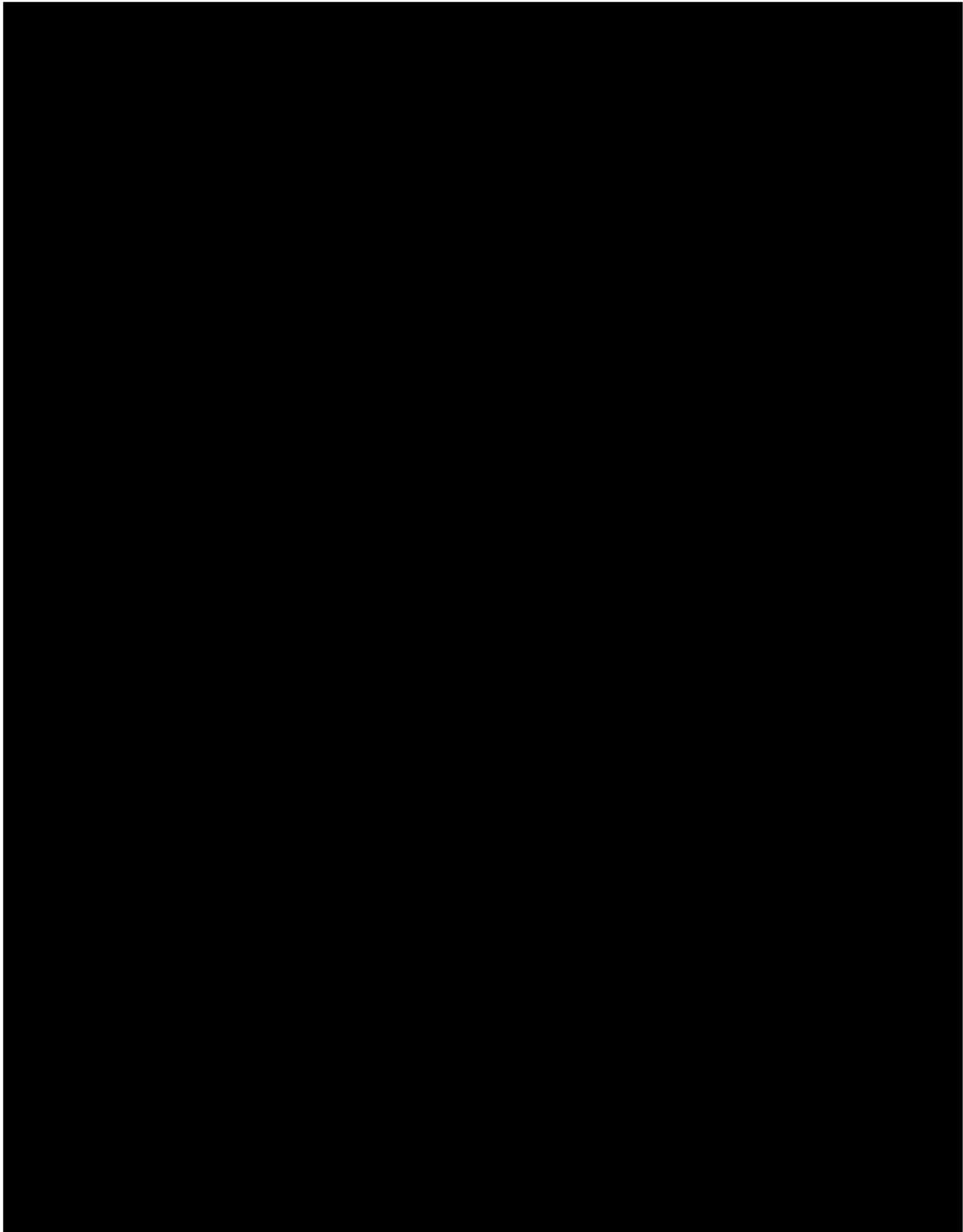
WHEREAS, Shareholder owns all of the issued and outstanding shares of capital stock of the Company (the "Shares");

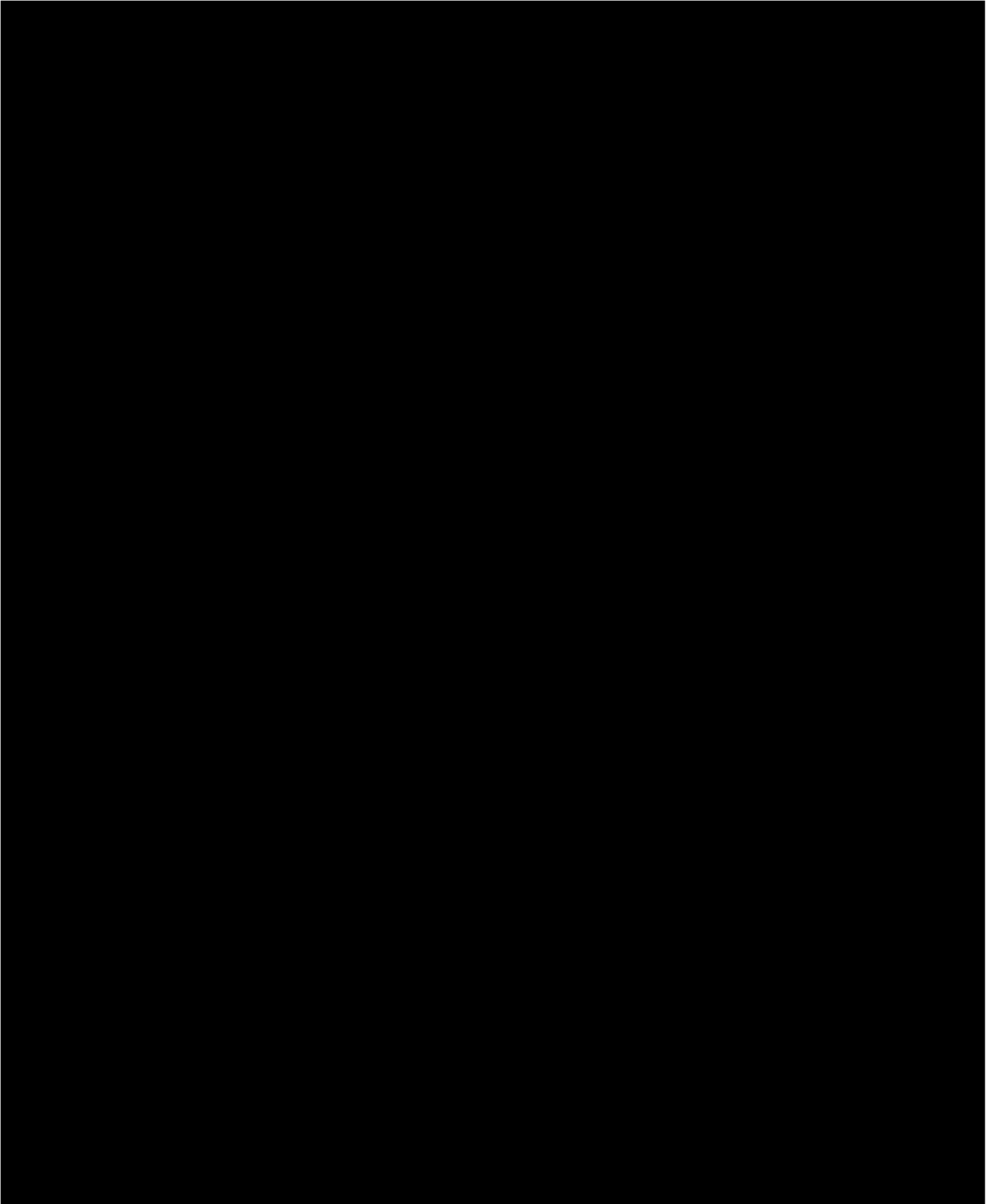
WHEREAS, the Company is in the business of holding rights to certain intellectual property and licenses to manufacture under intellectual property rights as further defined herein and described in the Disclosure Schedules, manufacturing, distributing, and selling medical devices, and providing training for the use of such devices (the "Business");

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Shareholder proposes to sell to Purchaser, and Purchaser proposes to purchase and acquire from Shareholder, all of the Shares on the terms and subject to the conditions set forth herein (the "Acquisition"); and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, each Party hereby agrees:

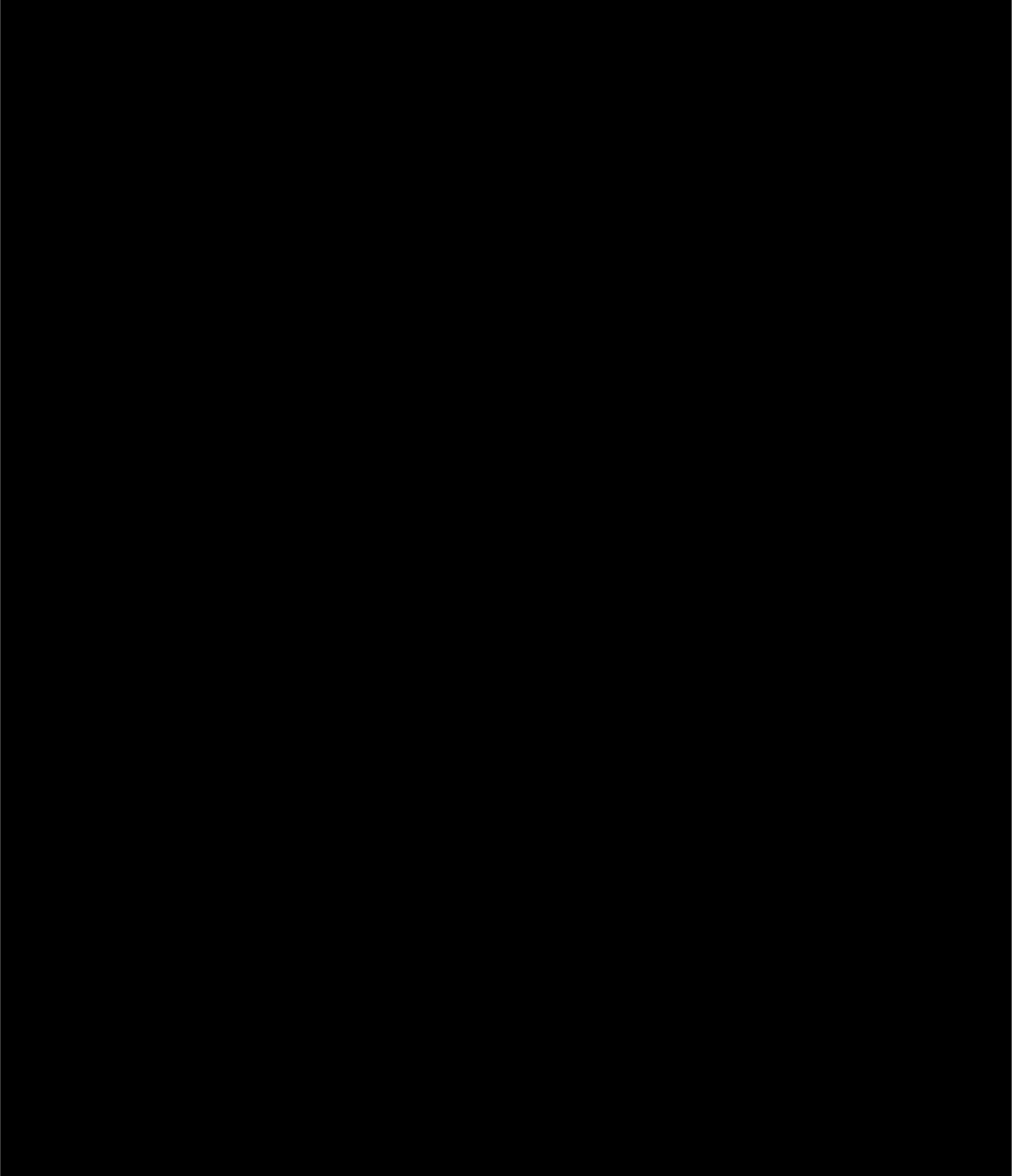
### ARTICLE I CONSTRUCTION; DEFINITIONS







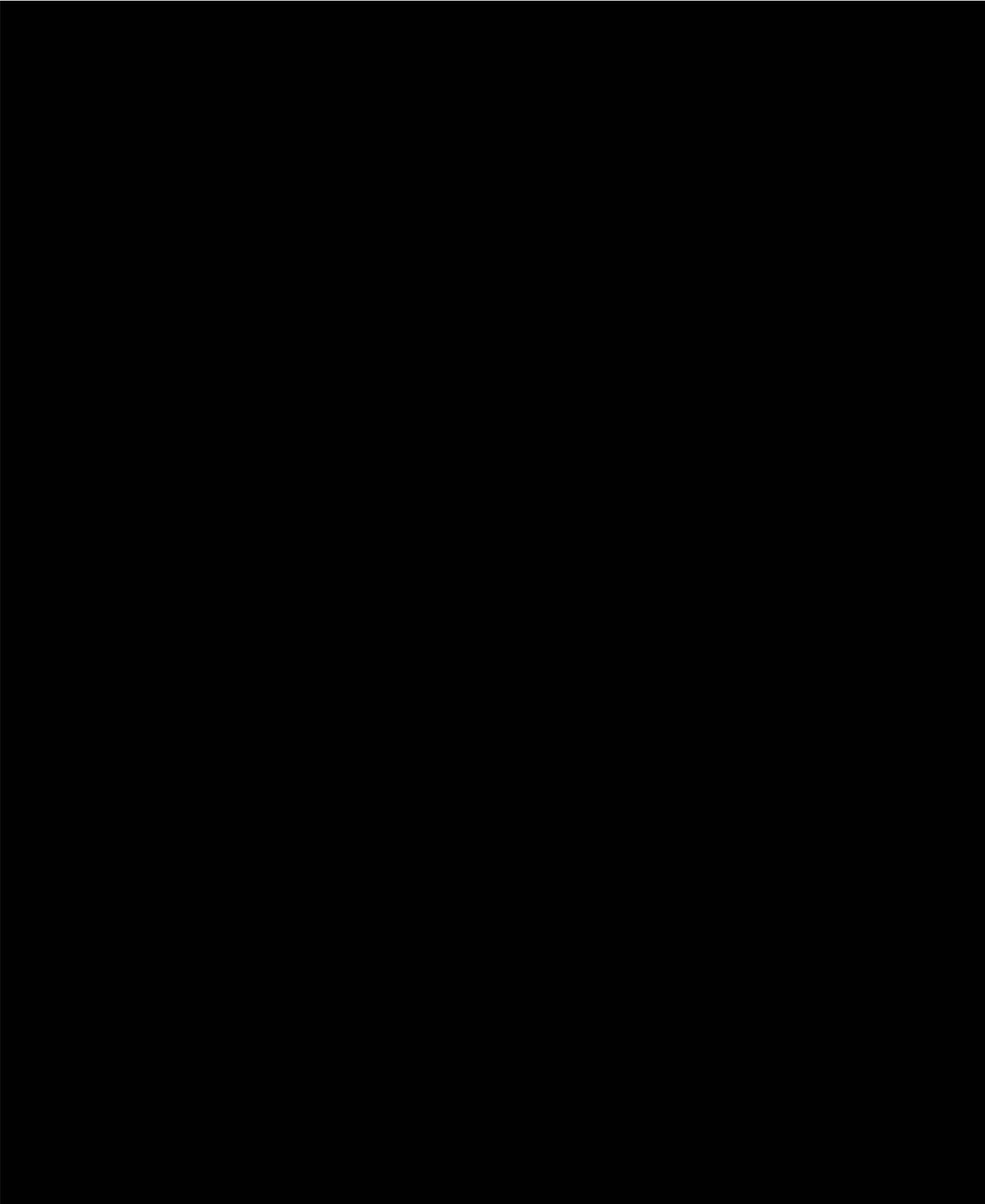


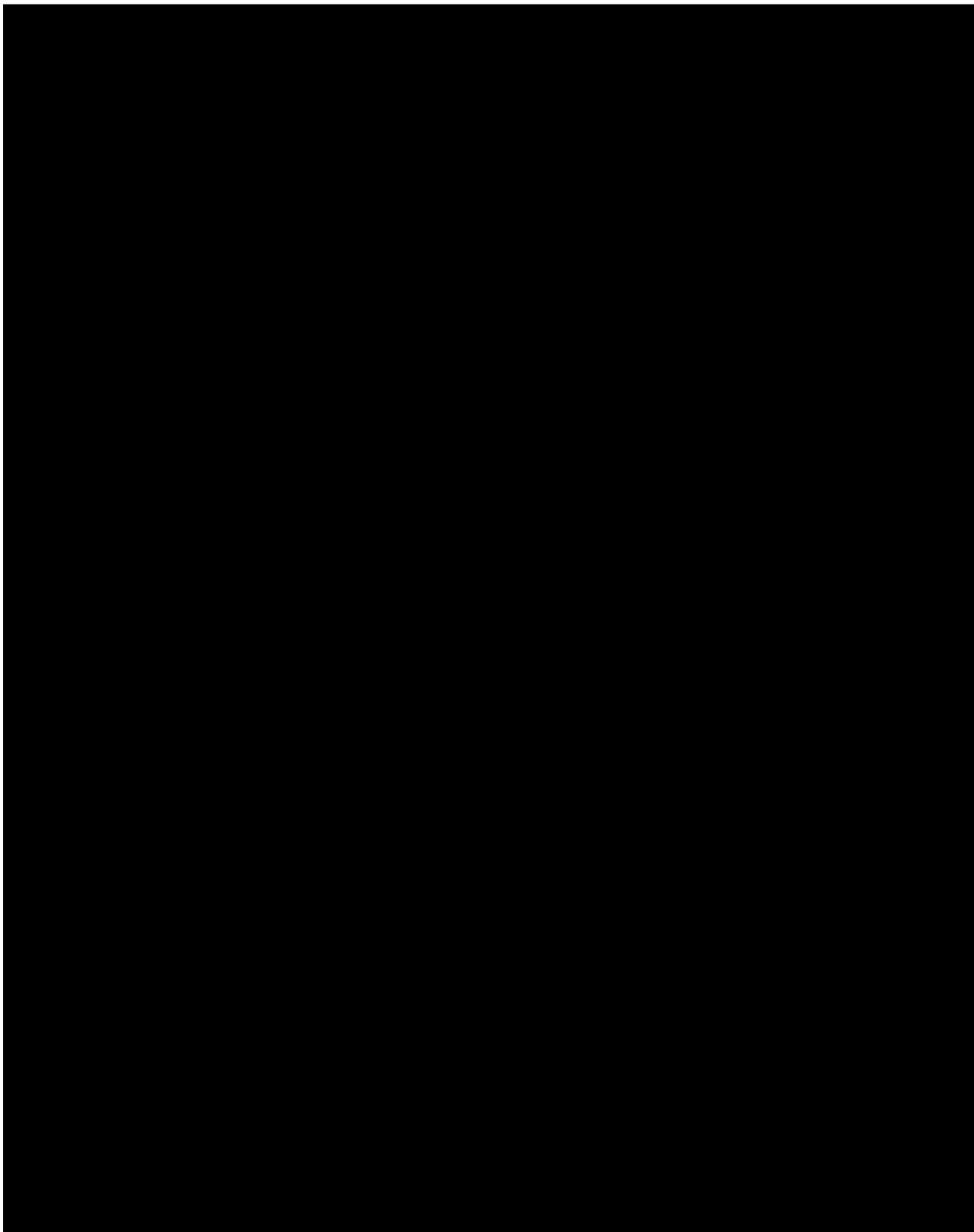


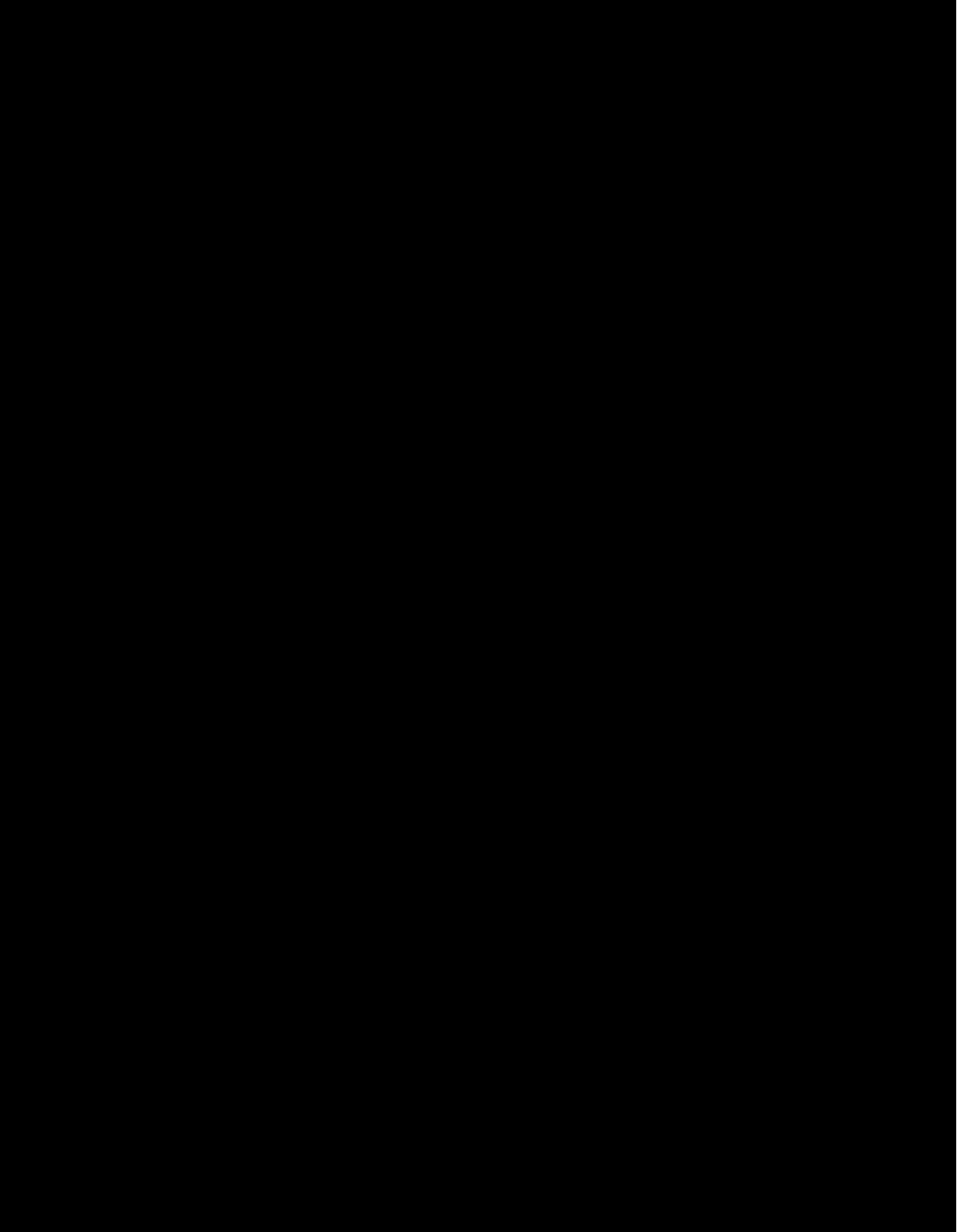
“Intellectual Property” means any or all of the following and all rights arising out of or associated therewith: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, throughout the world;

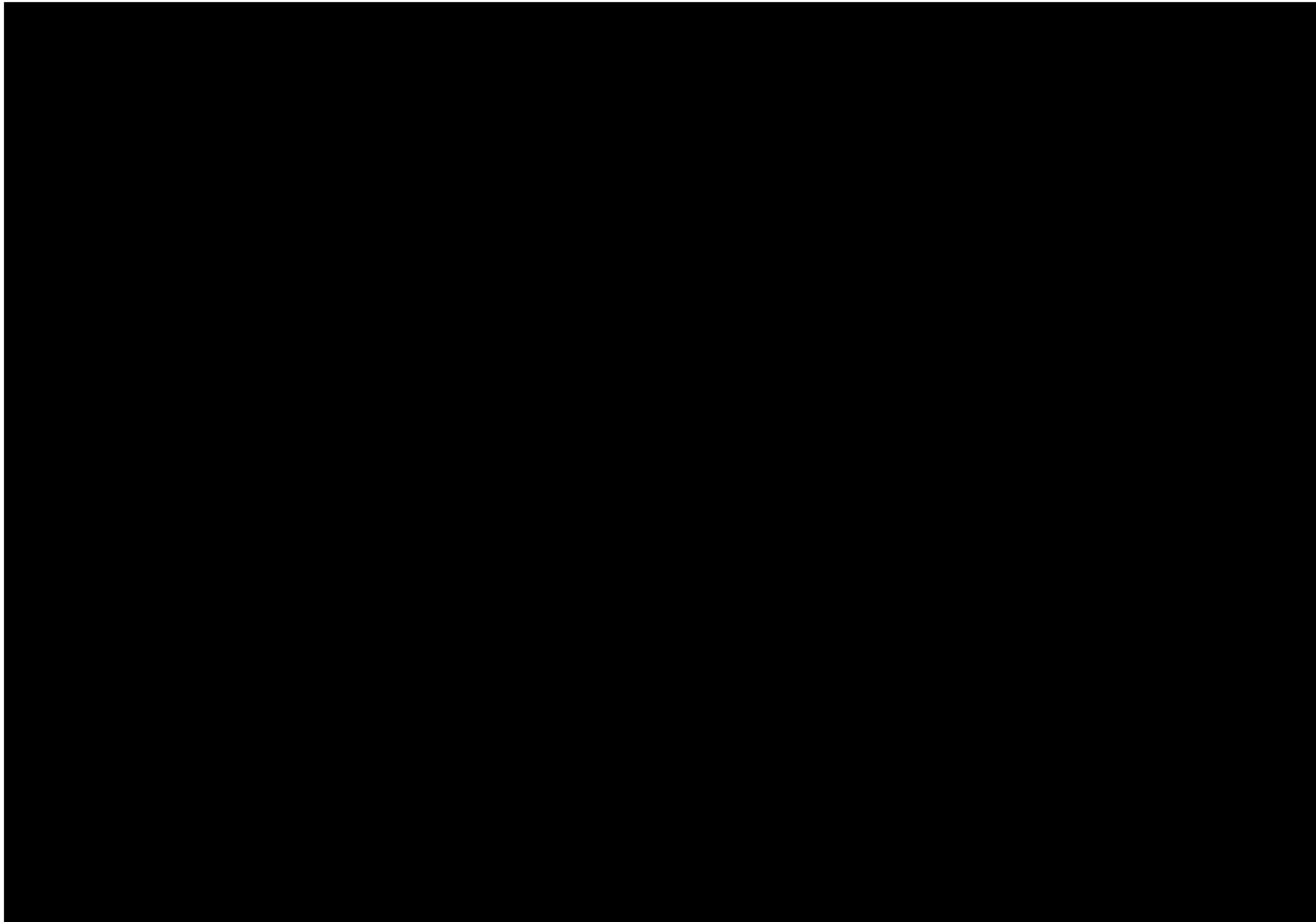
(b) all inventions (whether patentable or not, and whether or not reduced to practice), invention disclosures, improvements, mask works, trade secrets, proprietary information, proprietary rights, confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (c) all works of authorship including Software (whether copyrightable or not), all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, trademark and service mark and trade dress registrations and applications therefor, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, throughout the world; (f) all databases and data collections and all rights therein throughout the world; (g) all moral and economic rights of authors and inventors, however denominated, throughout the world; (h) any similar or equivalent rights to any of the foregoing anywhere in the world, and (i) all copies and tangible embodiments thereof (in whatever form or medium).



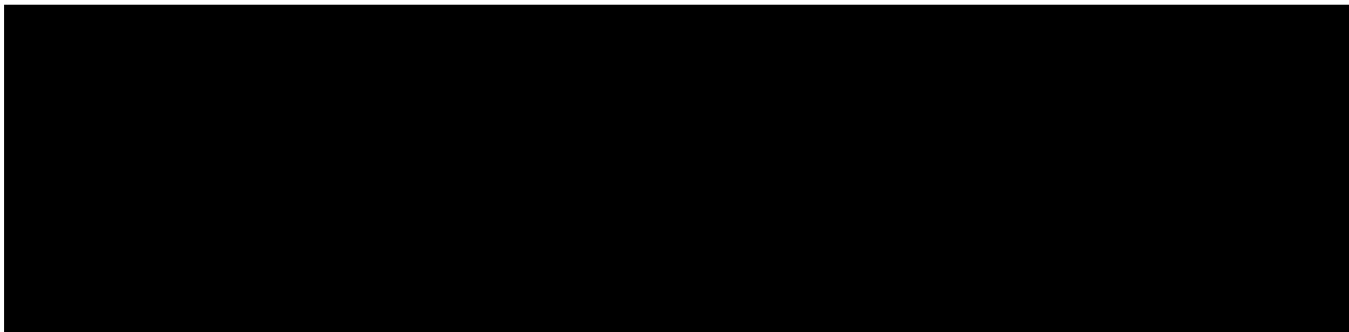






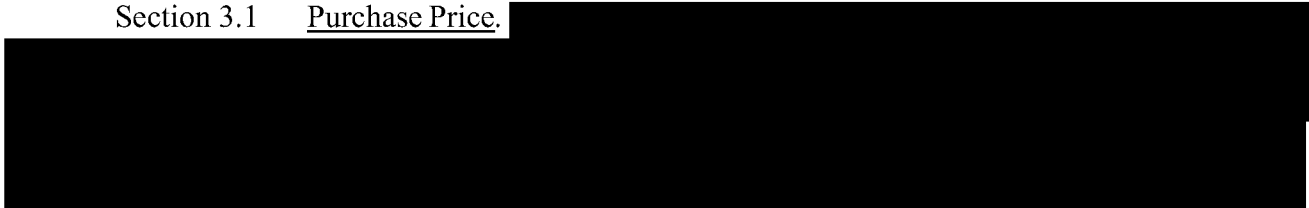


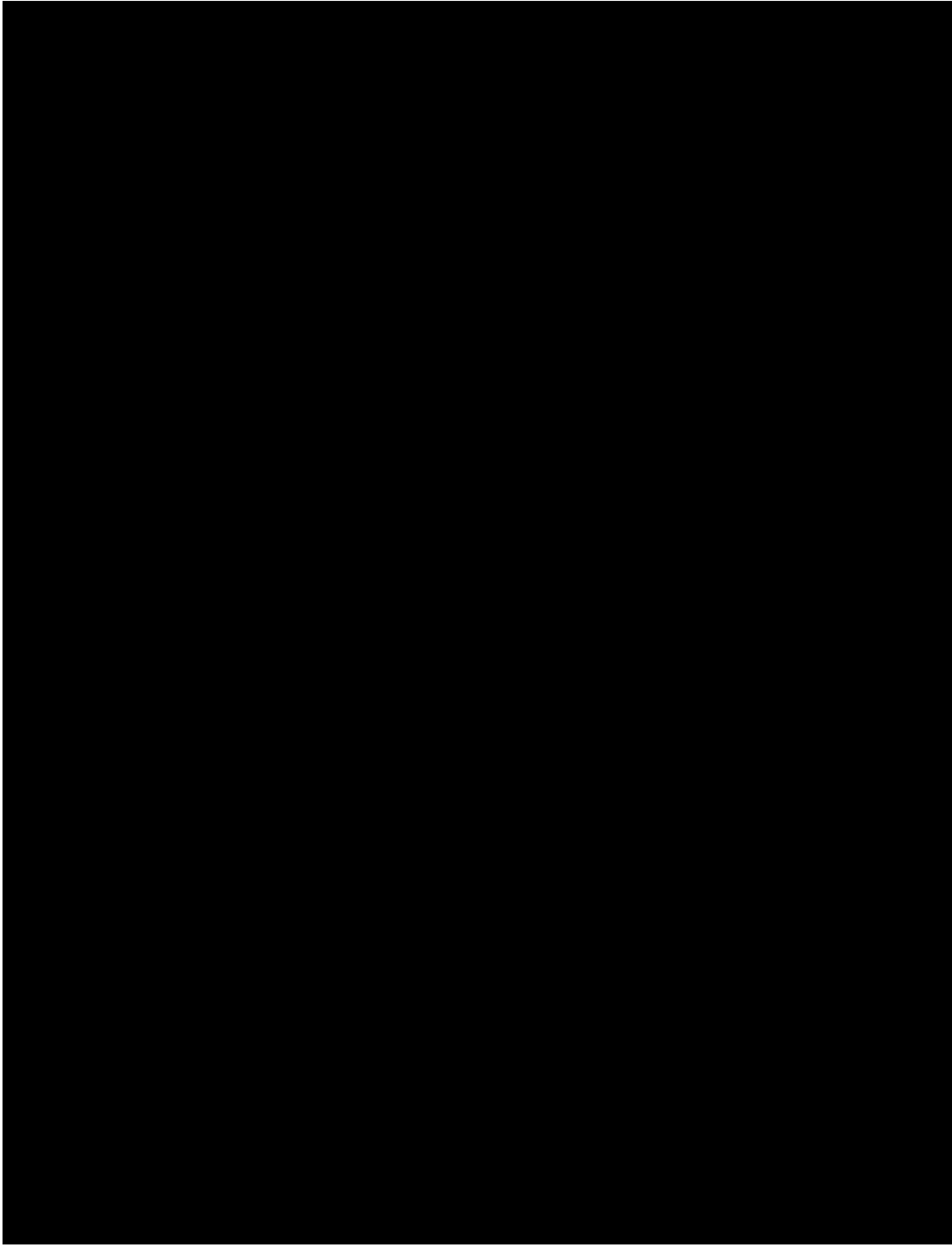
**ARTICLE II  
PURCHASE AND SALE**



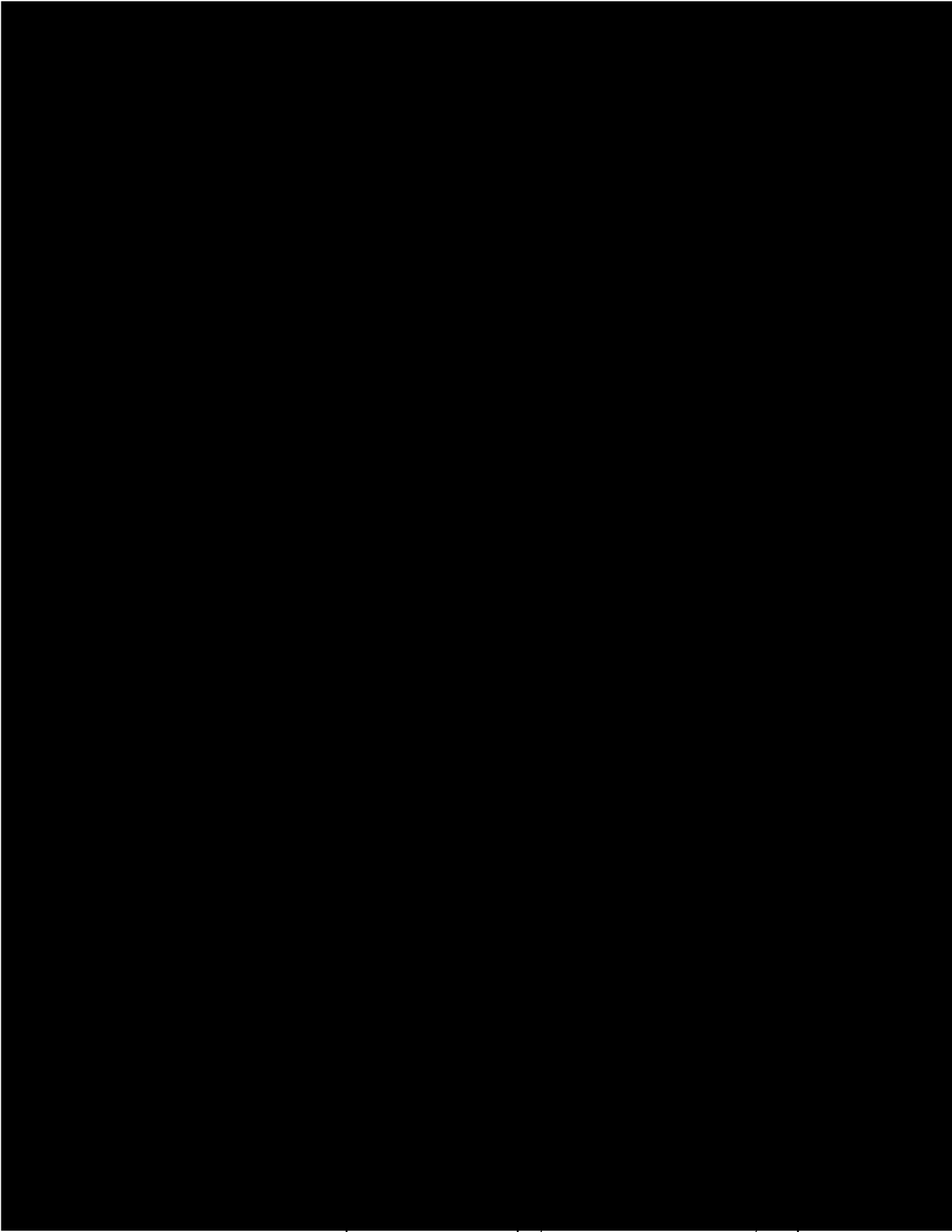
**ARTICLE III  
PURCHASE PRICE; ADJUSTMENTS**

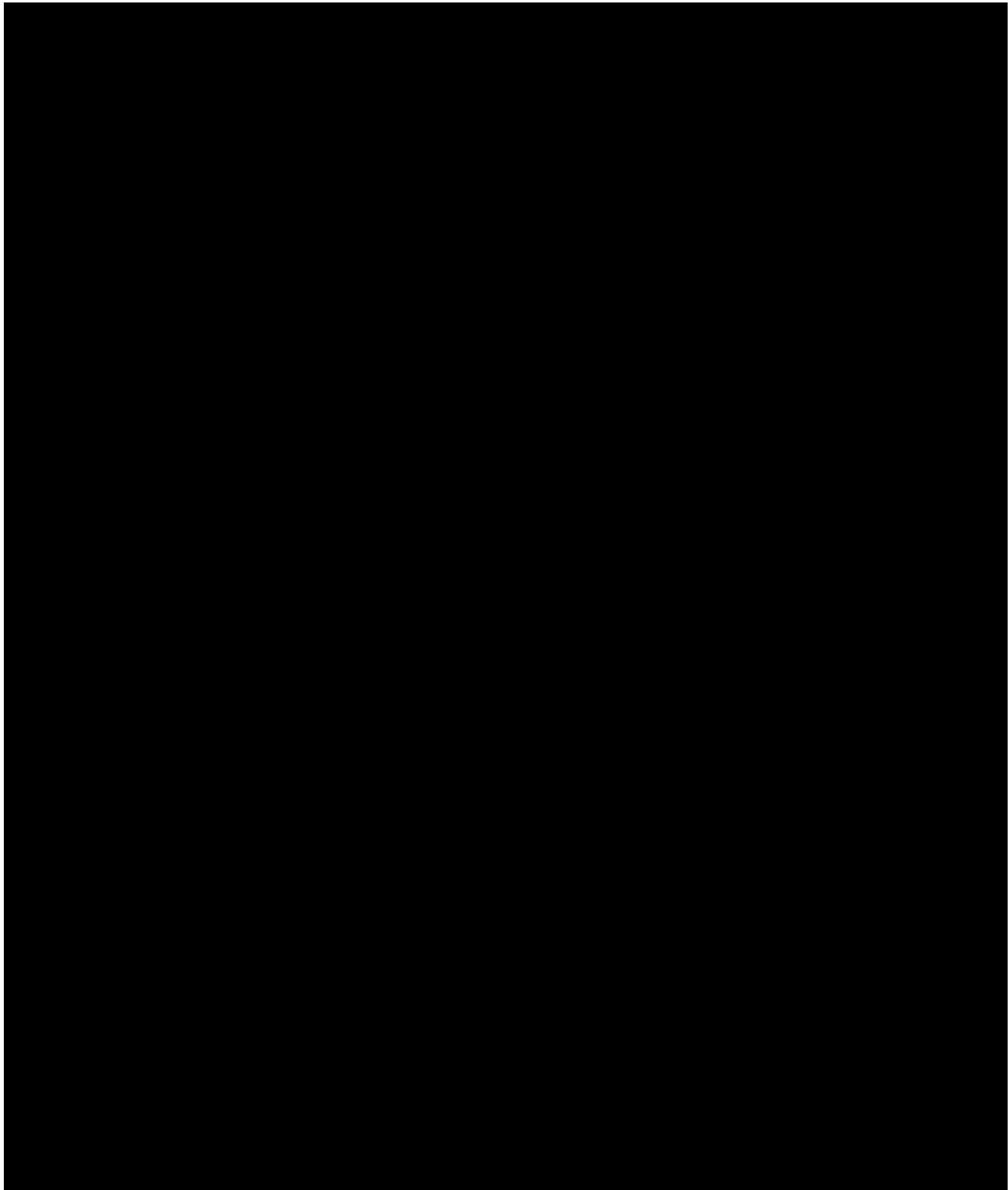
Section 3.1 Purchase Price.



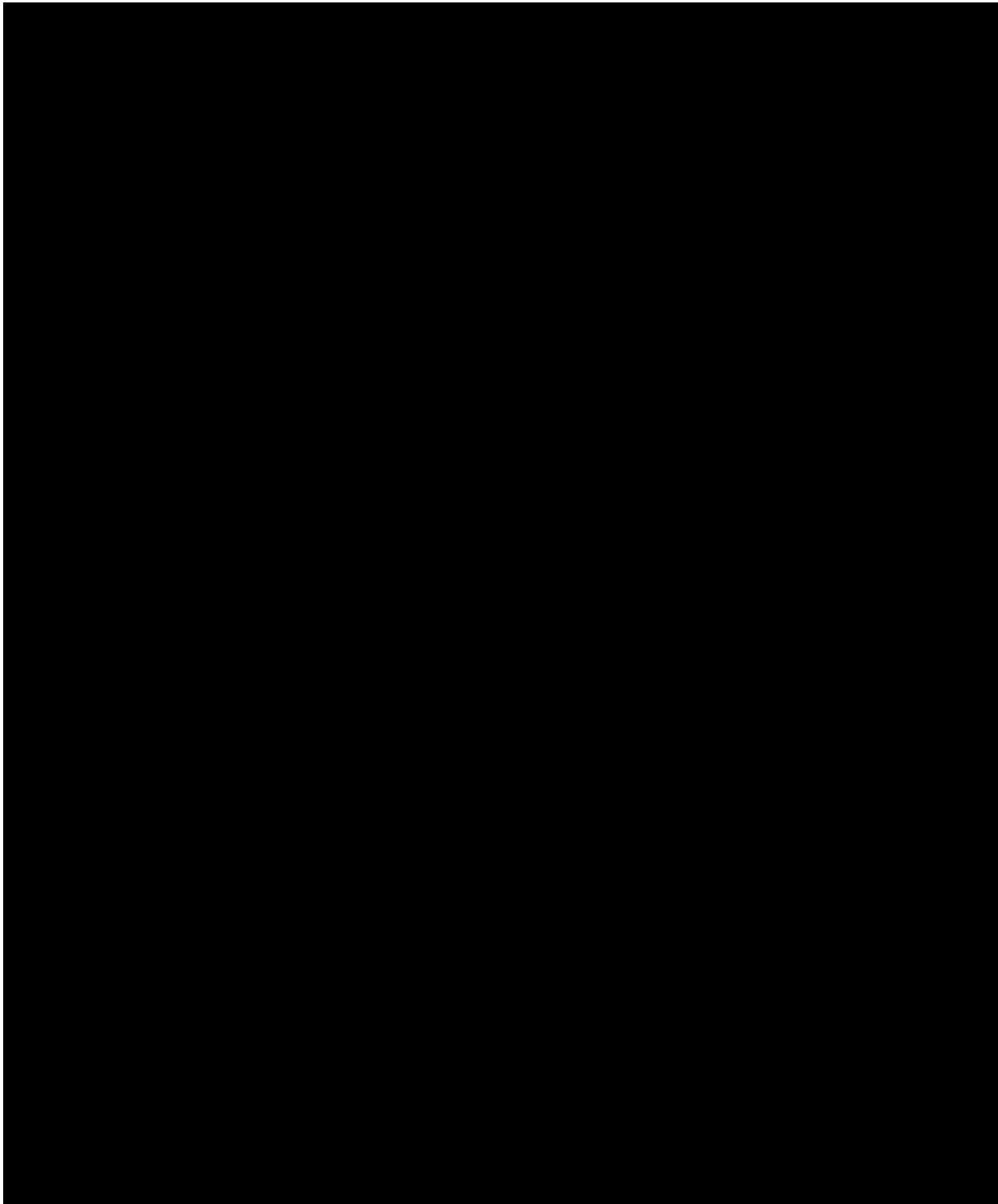


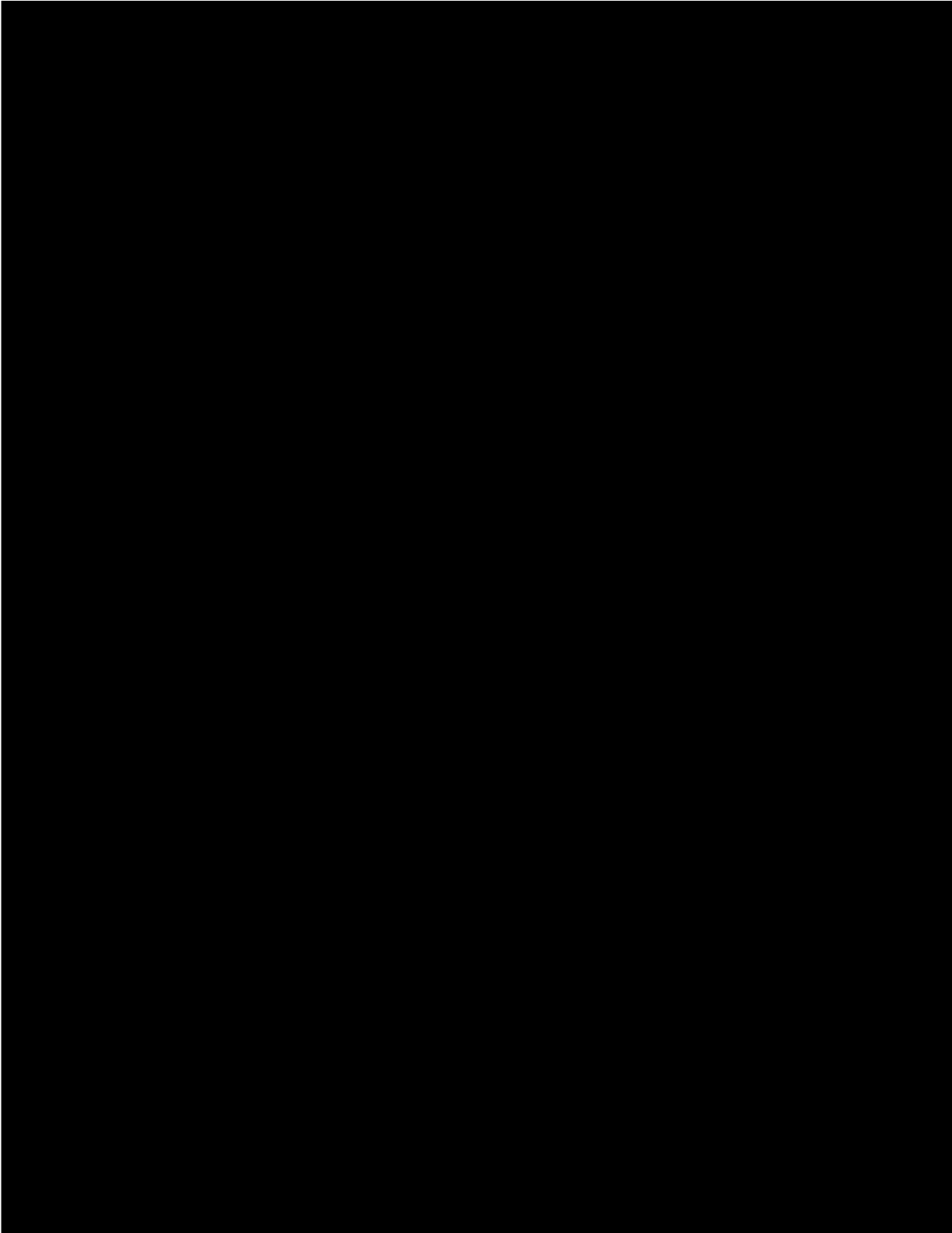




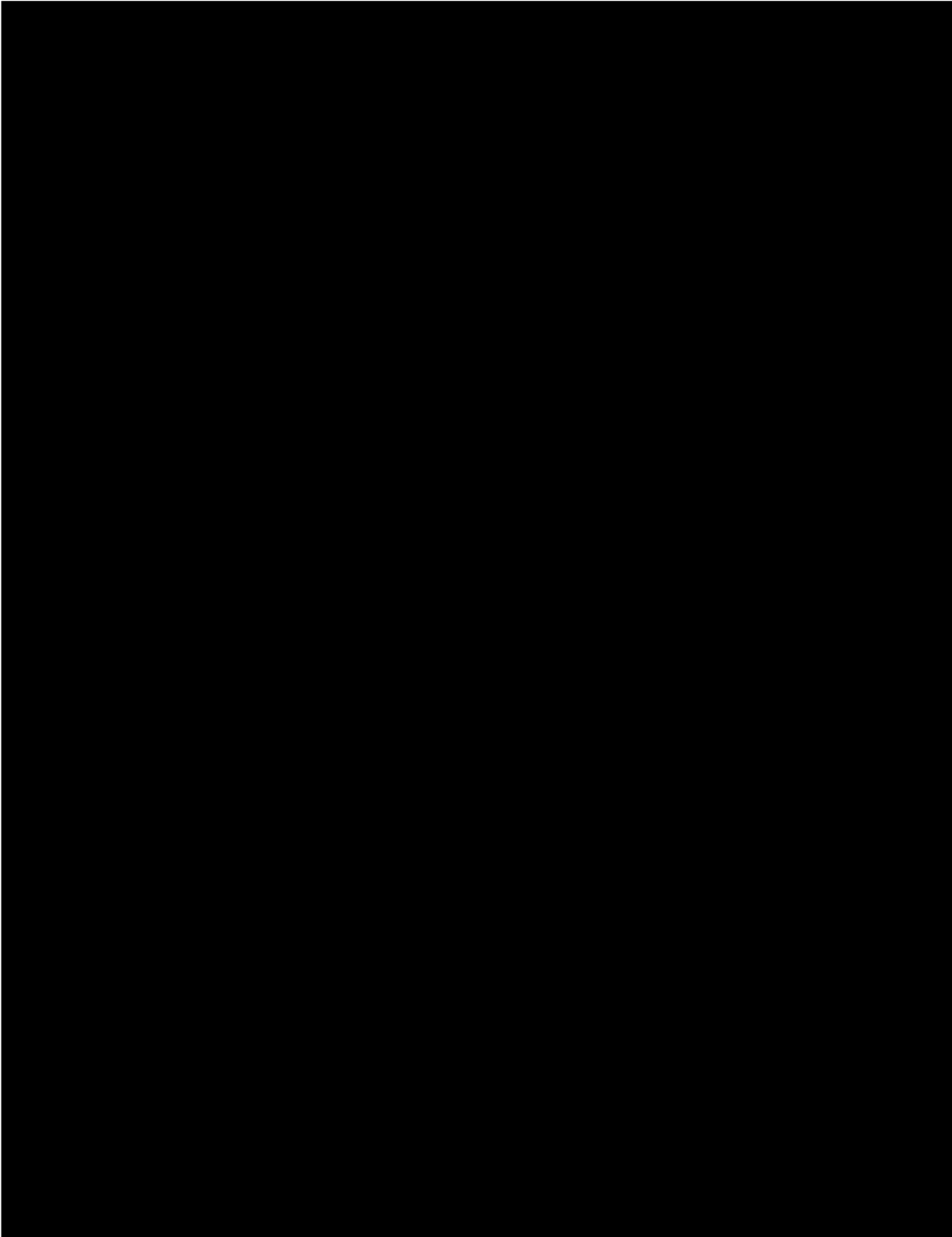


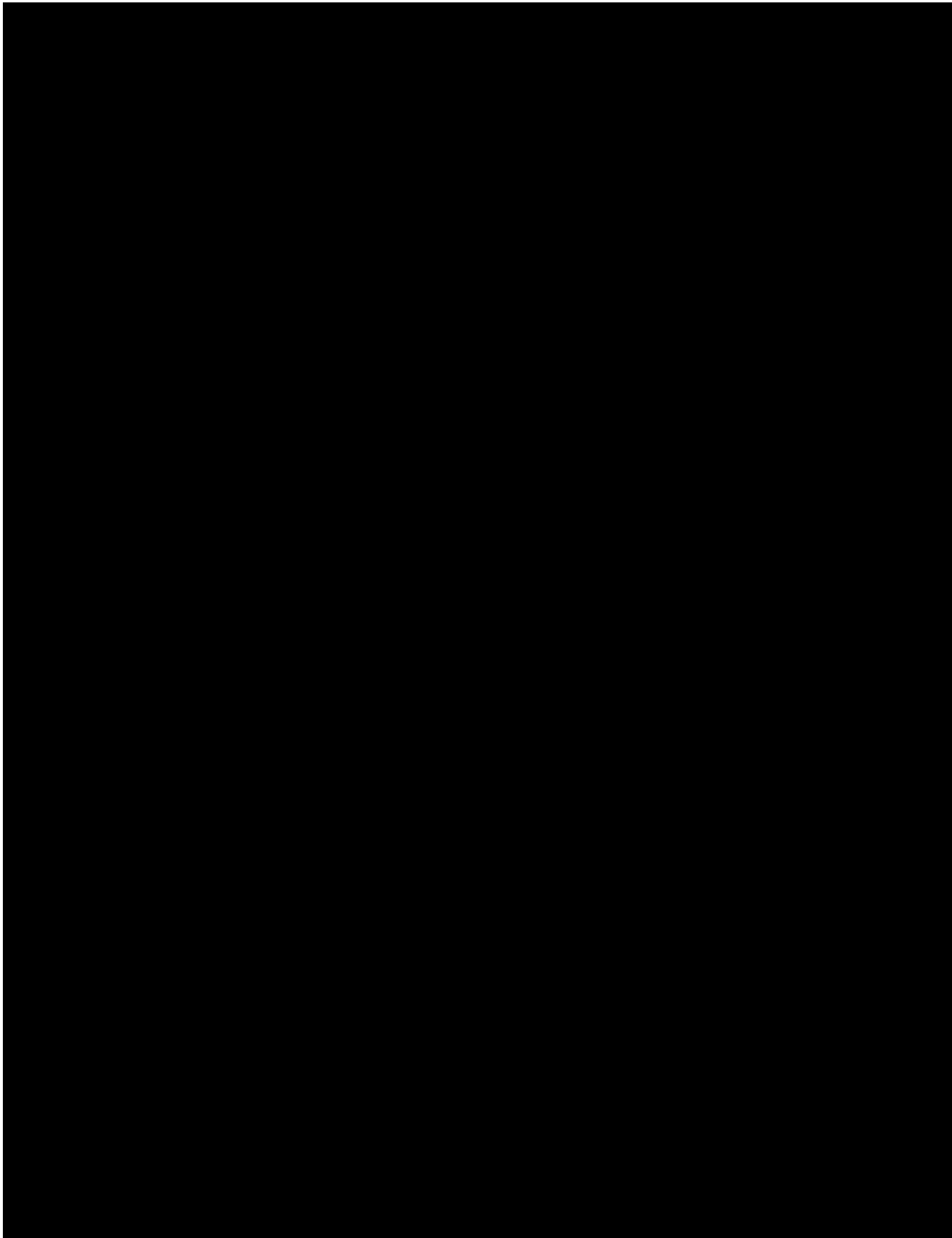
**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER  
WITH RESPECT TO THE COMPANY**

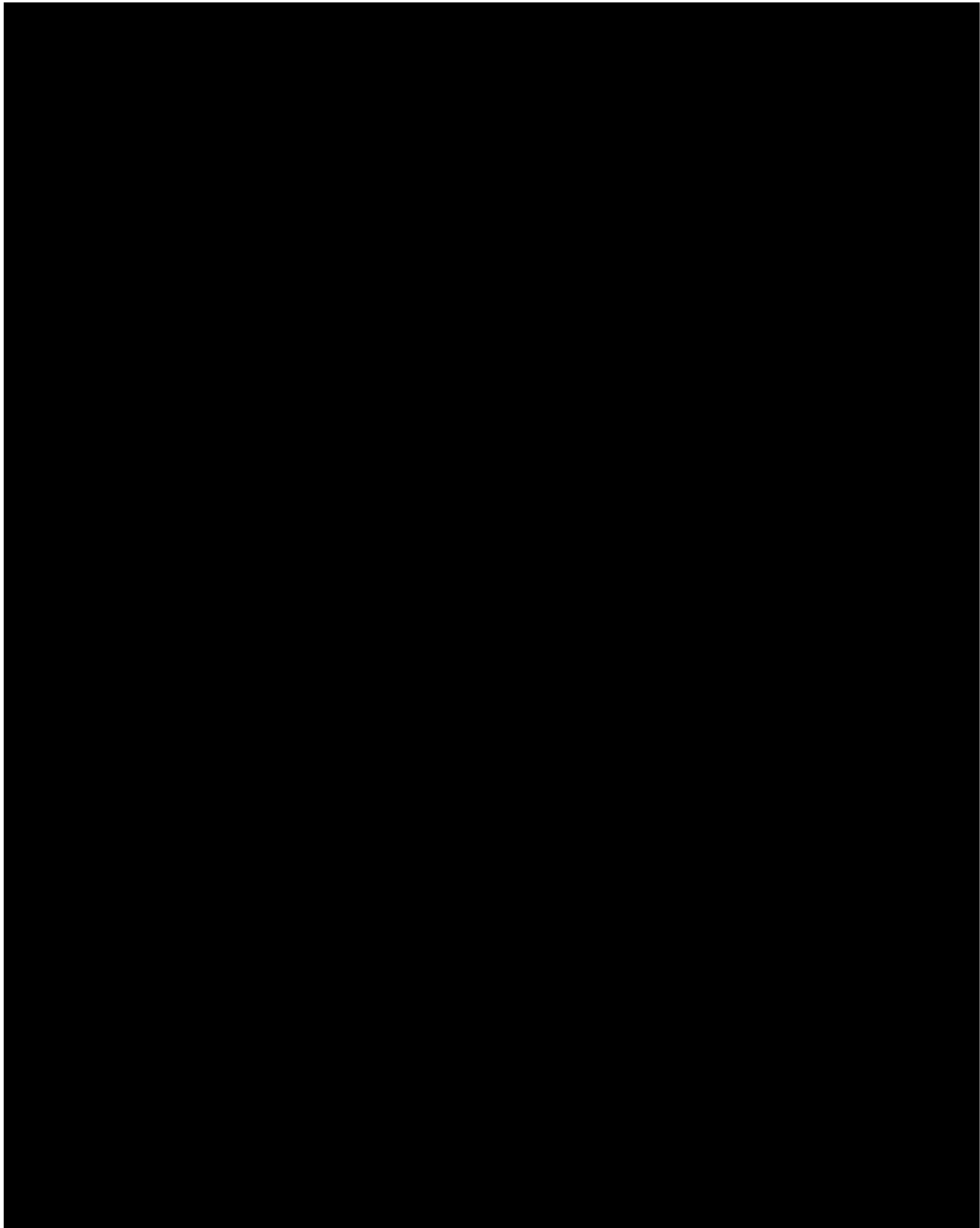




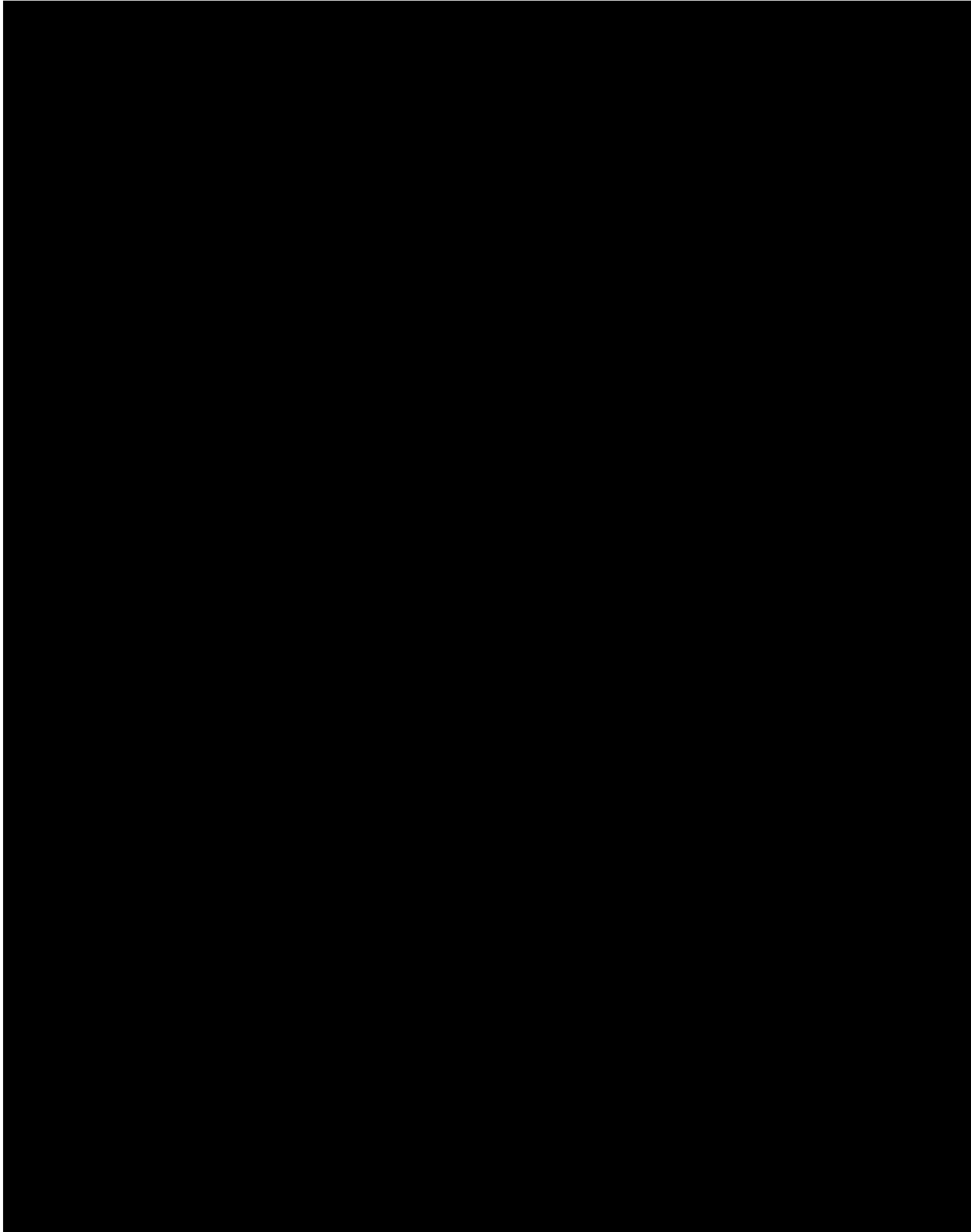


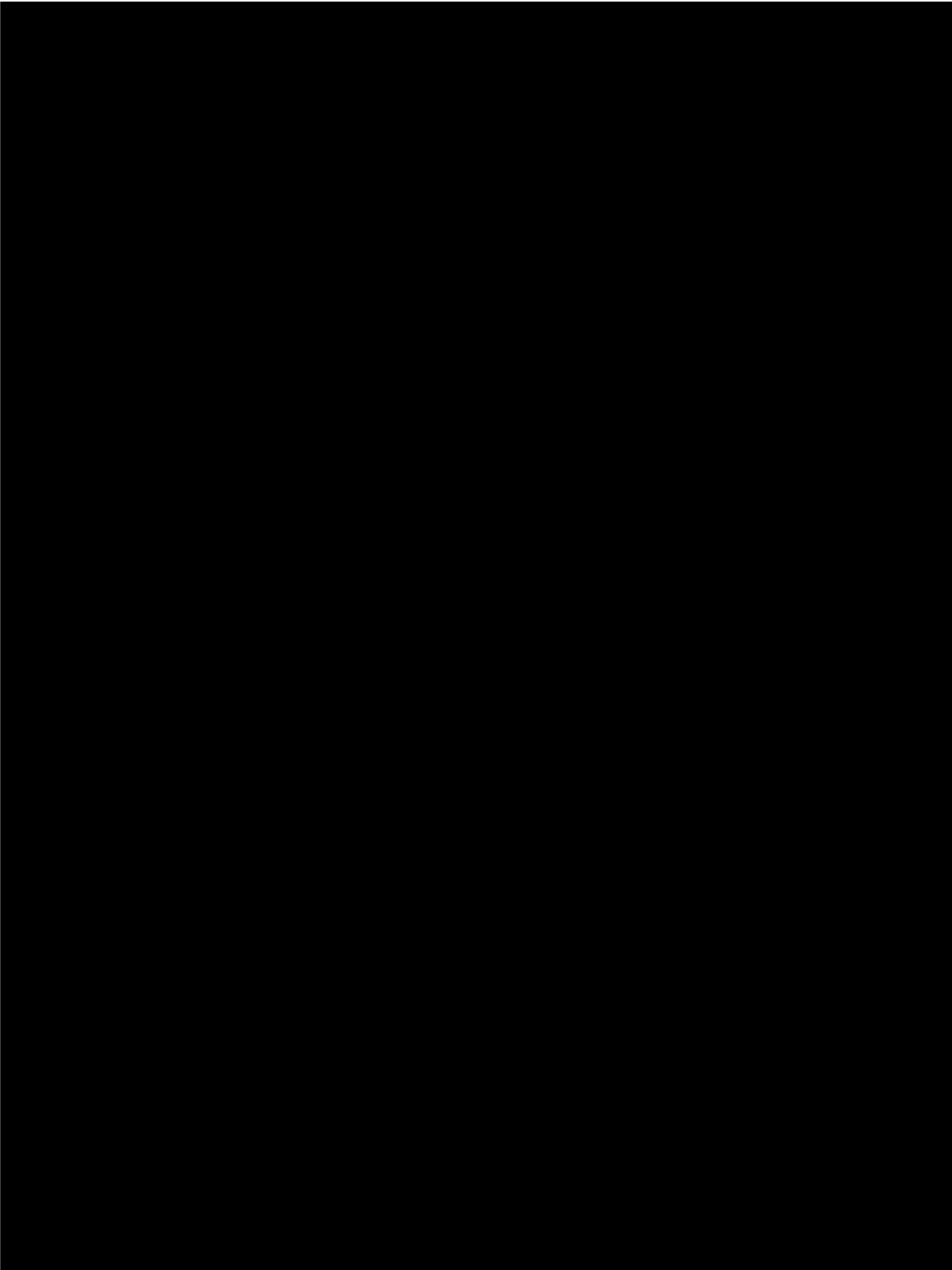


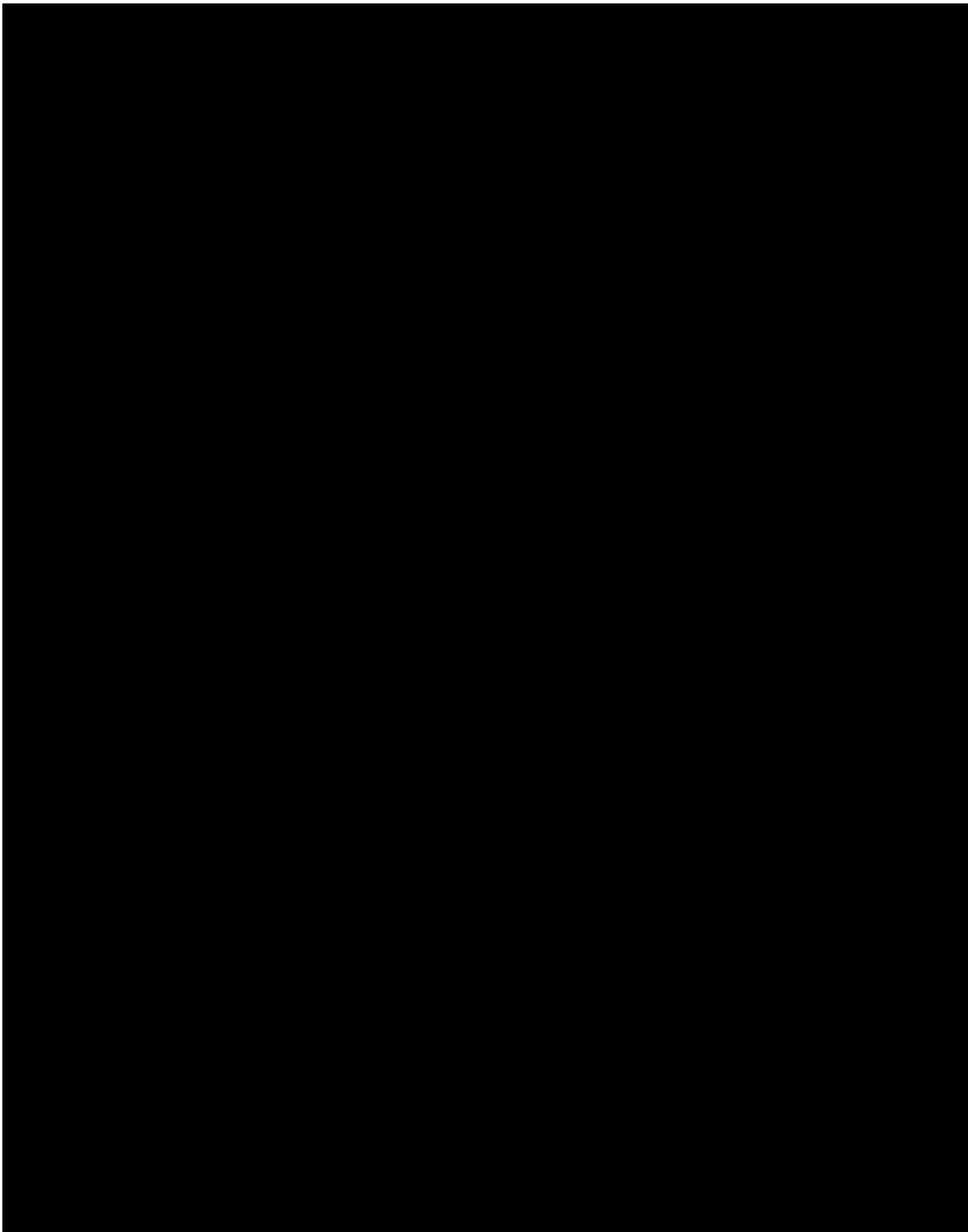


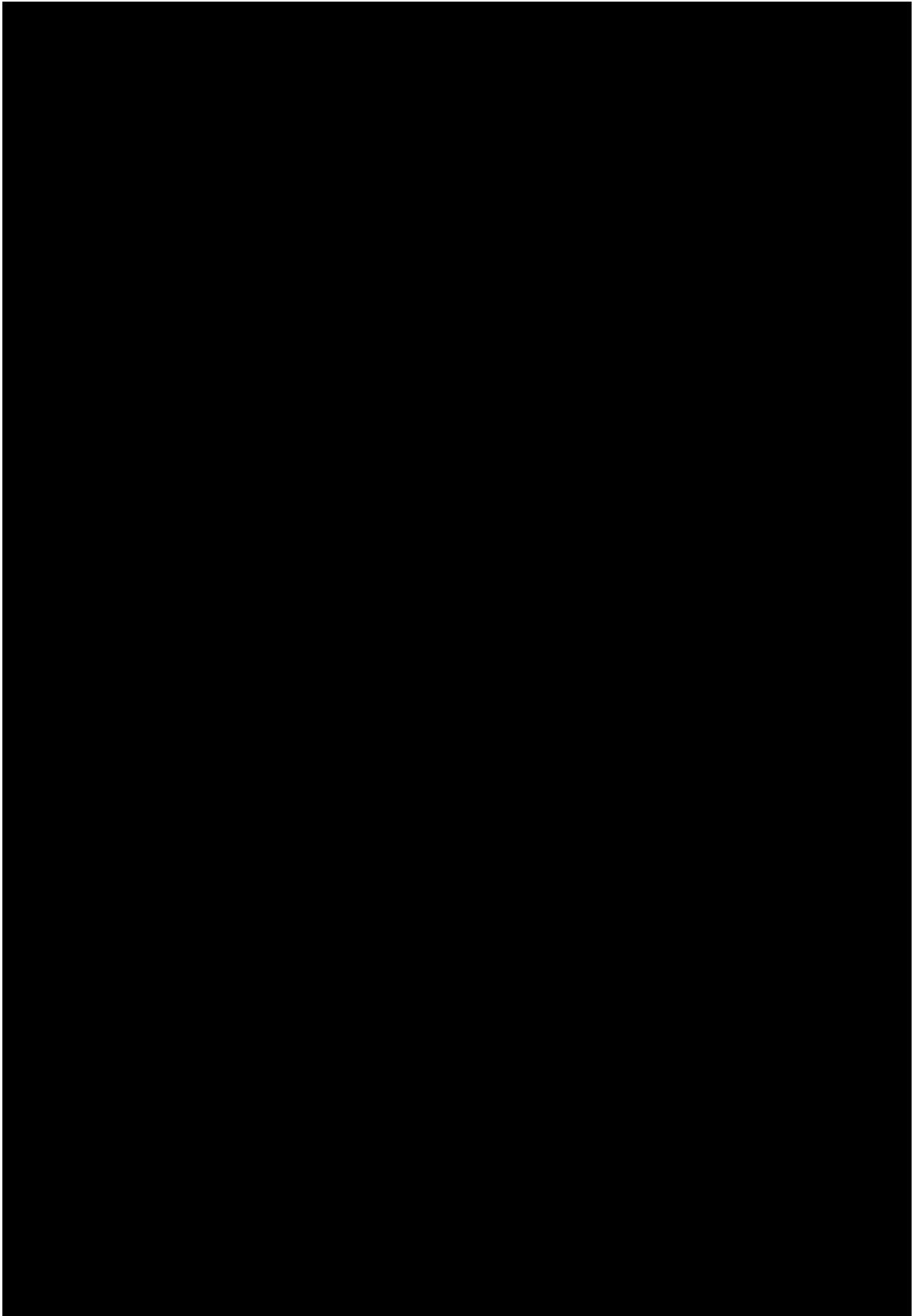


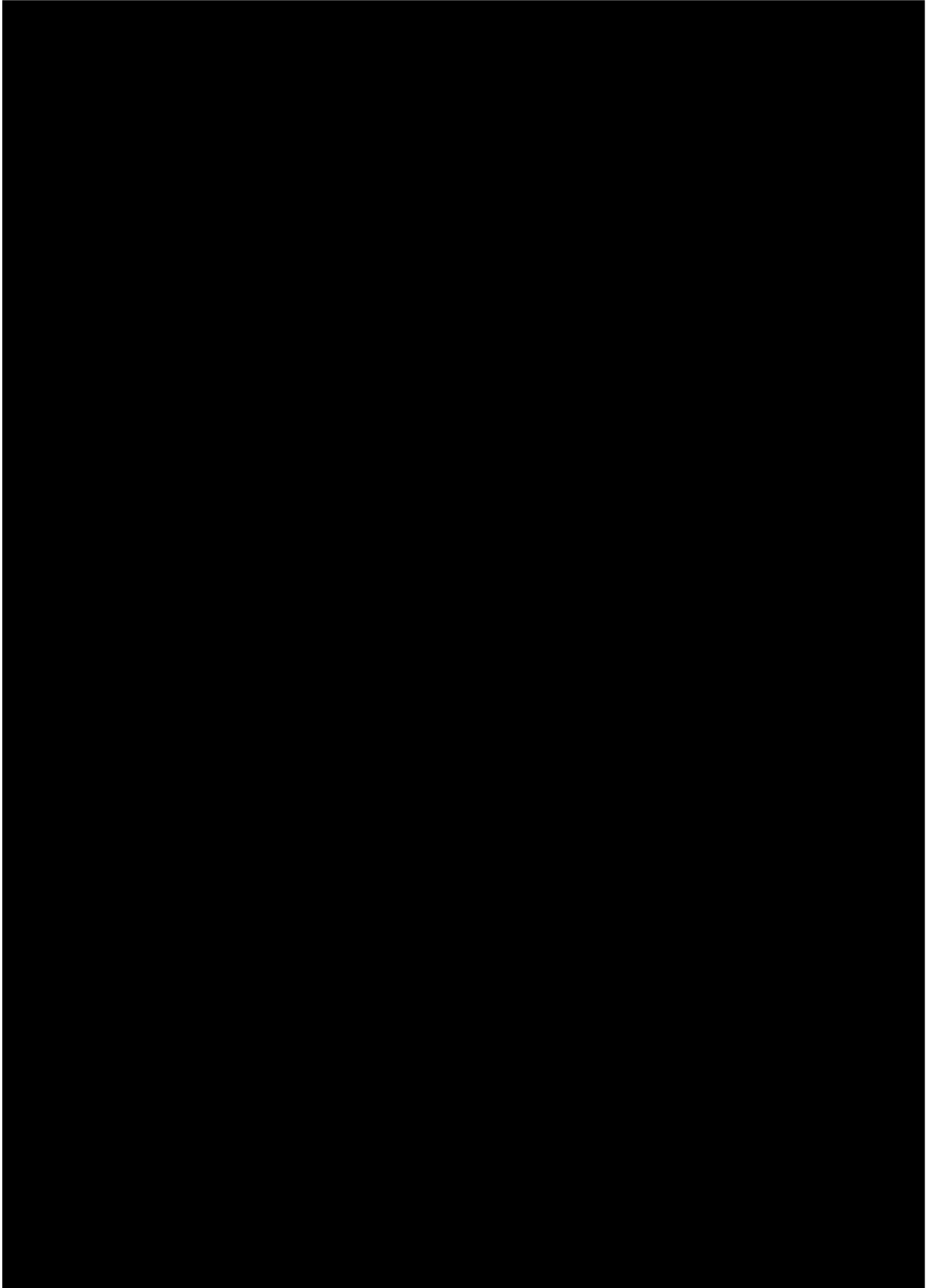


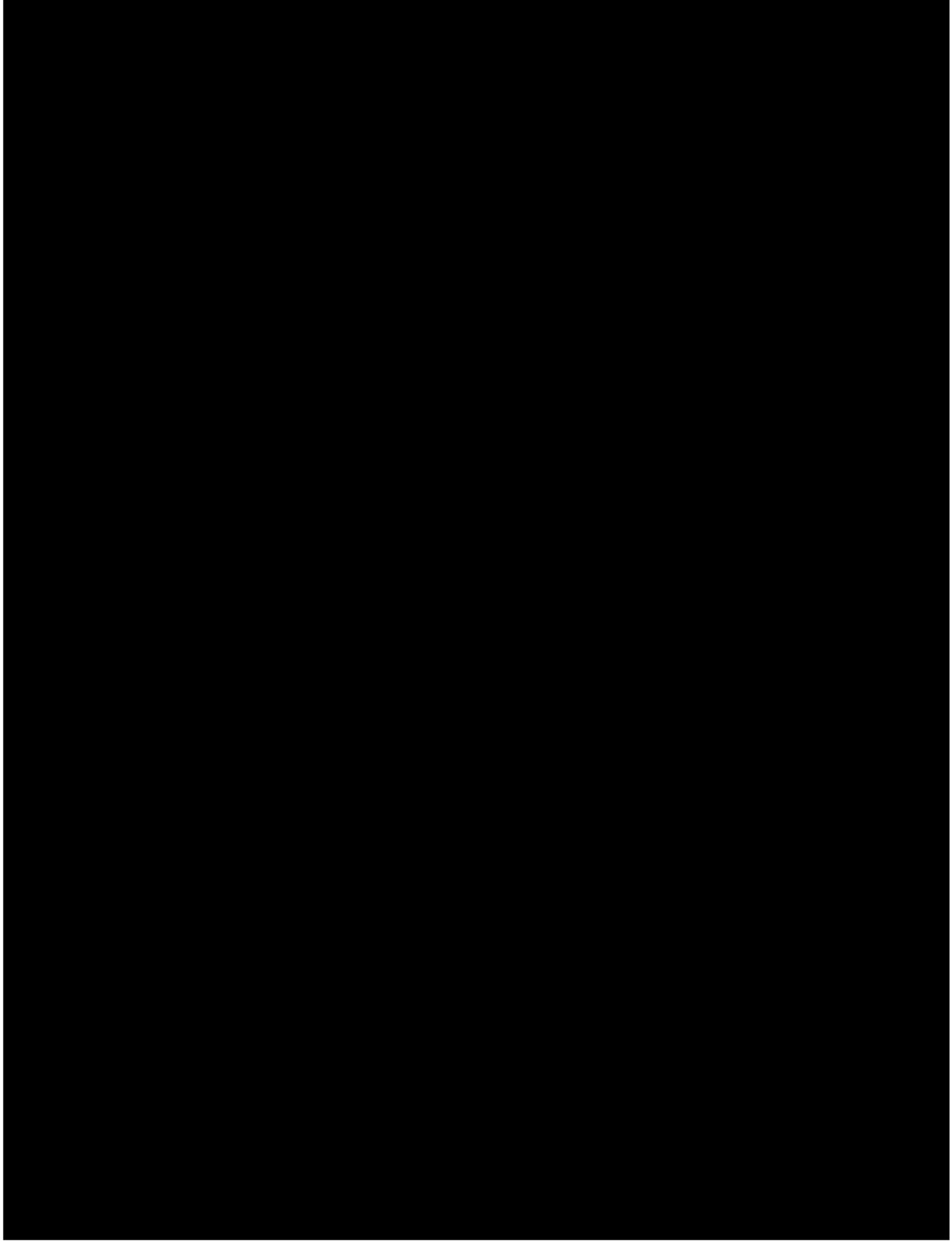












Section 4.20 Intellectual Property.

(a) Schedule 4.20 sets forth a complete and accurate list of (i) all Company Owned Intellectual Property and (ii) all Company Licensed Intellectual Property. The items listed on Schedule 4.20 constitute all of the Intellectual Property necessary or used to conduct the business and operations of the Company, as presently, previously or currently contemplated to be operated (collectively, the "Company Intellectual Property").

(b) No Person has or is infringing or misappropriating any Company Intellectual Property. No Company Owned Intellectual Property or, to the knowledge of Shareholder or the Company, no Company Licensed Intellectual Property, or products or services related to the foregoing is subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation (i) restricting in any manner the use, transfer or licensing thereof by the Company or (ii) that may affect the validity, use or enforceability of such Intellectual Property or any such product or service. Each item of Company Intellectual Property is valid and subsisting. All necessary registration, maintenance, renewal and similar fees currently due in connection with the Company Intellectual Property have been paid and all necessary documents, recordations and certifications in connection with the Company Intellectual Property have been filed with the appropriate patent, copyright, trademark or other authorities for the purpose of maintaining such Company Intellectual Property.

(c) The Company (i) owns and has good and exclusive title to each item of Company Owned Intellectual Property, free and clear of any Liens and (ii) has valid and enforceable licenses (sufficient for the conduct of the Business as presently, previously or currently contemplated to be conducted) to each item of Company Licensed Intellectual Property.

(d) The Company is the exclusive owner or exclusive licensee of any and all trademarks and service marks, trade names and domain names used by the Company in conducting the Business, including the sale of any products or the provision of any services in connection therewith, free and clear of any Lien.

(e) The Company Owned Intellectual Property was: (i) developed by the Company's employees working within the scope of their employment at the time of such development; (ii) developed by agents, consultants, contractors or other Persons who have executed appropriate instruments of assignment in favor of the Company as assignee, which instruments have conveyed to the Company ownership of all of such Persons' intellectual property rights in the Company Owned Intellectual Property; or (iii) acquired by the Company in connection with acquisitions in which the Company obtained appropriate representations, warranties and indemnities from the transferring party relating to the title to the Company Owned Intellectual Property. The Company has not (x) granted

rights in the Company Owned Intellectual Property to any third party or (y) received notice from any third party claiming any right, title or interest in the Company Owned Intellectual Property.

(f) The operation of the Company as presently, previously and currently contemplated to be conducted, including the use of the Company Intellectual Property, and the design, development, marketing and sale of the products or services (including with respect to products currently under development), has not, does not and will not infringe or misappropriate in any manner the Intellectual Property of any third party or constitute unfair competition or trade practices under applicable Laws.

(g) The Company has not received notice from any third party, and the Company and Shareholder do not have any knowledge of any other overt threat from any third party, indicating that the operation of the Company, or any act, product or service of the Company or any Company Intellectual Property, infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the Laws of any jurisdiction.

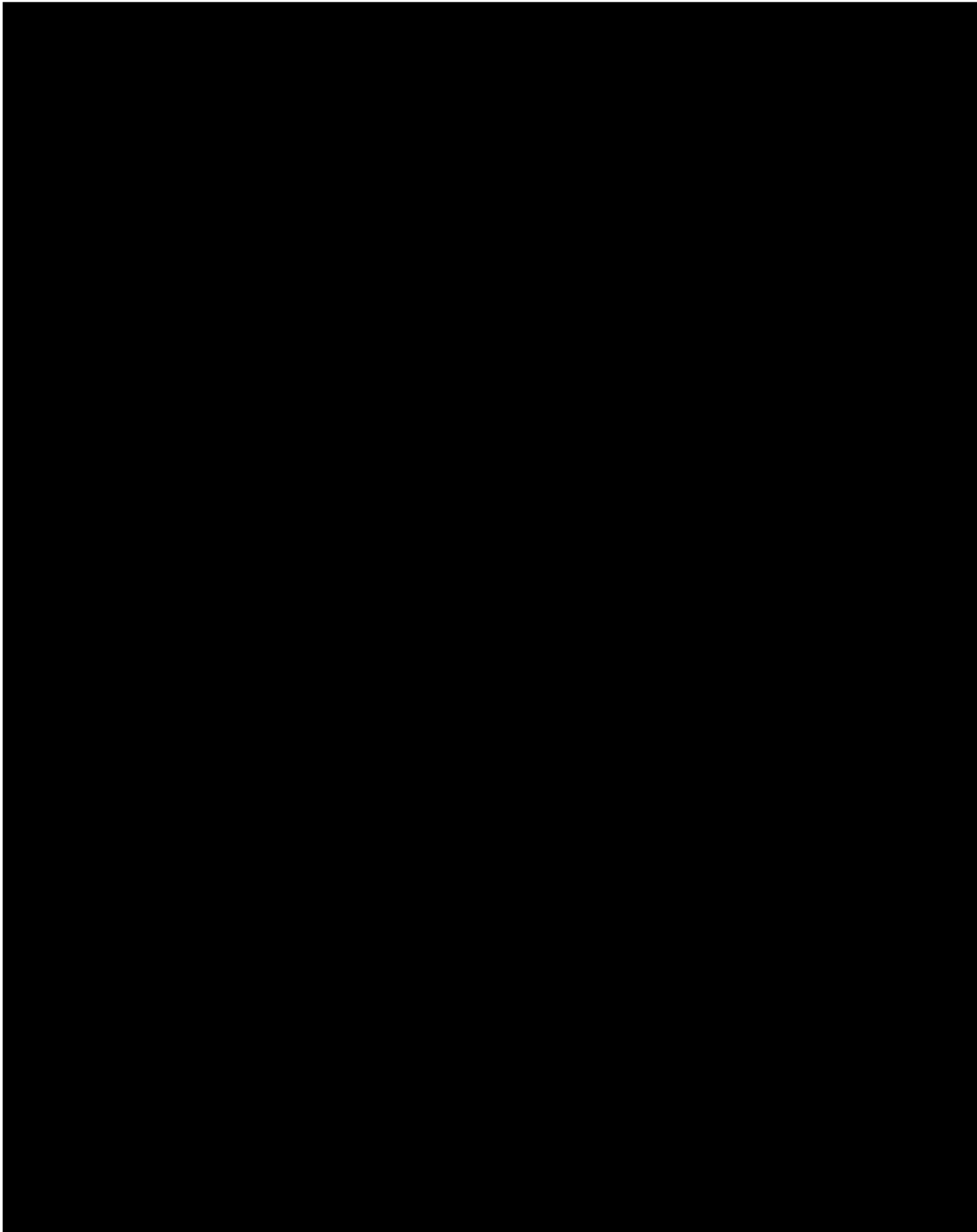
(h) The consummation of the transactions contemplated by this Agreement and the ancillary documents hereto will neither violate nor result in the breach, modification, cancellation, termination or suspension under the terms and conditions of any contracts, licenses or agreements relating to the Company Intellectual Property. Following the Closing Date, the Company will be permitted to continue to exercise all of its rights under such contracts, licenses and agreements to the same extent had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which the Company would otherwise be required to pay in the Ordinary Course.

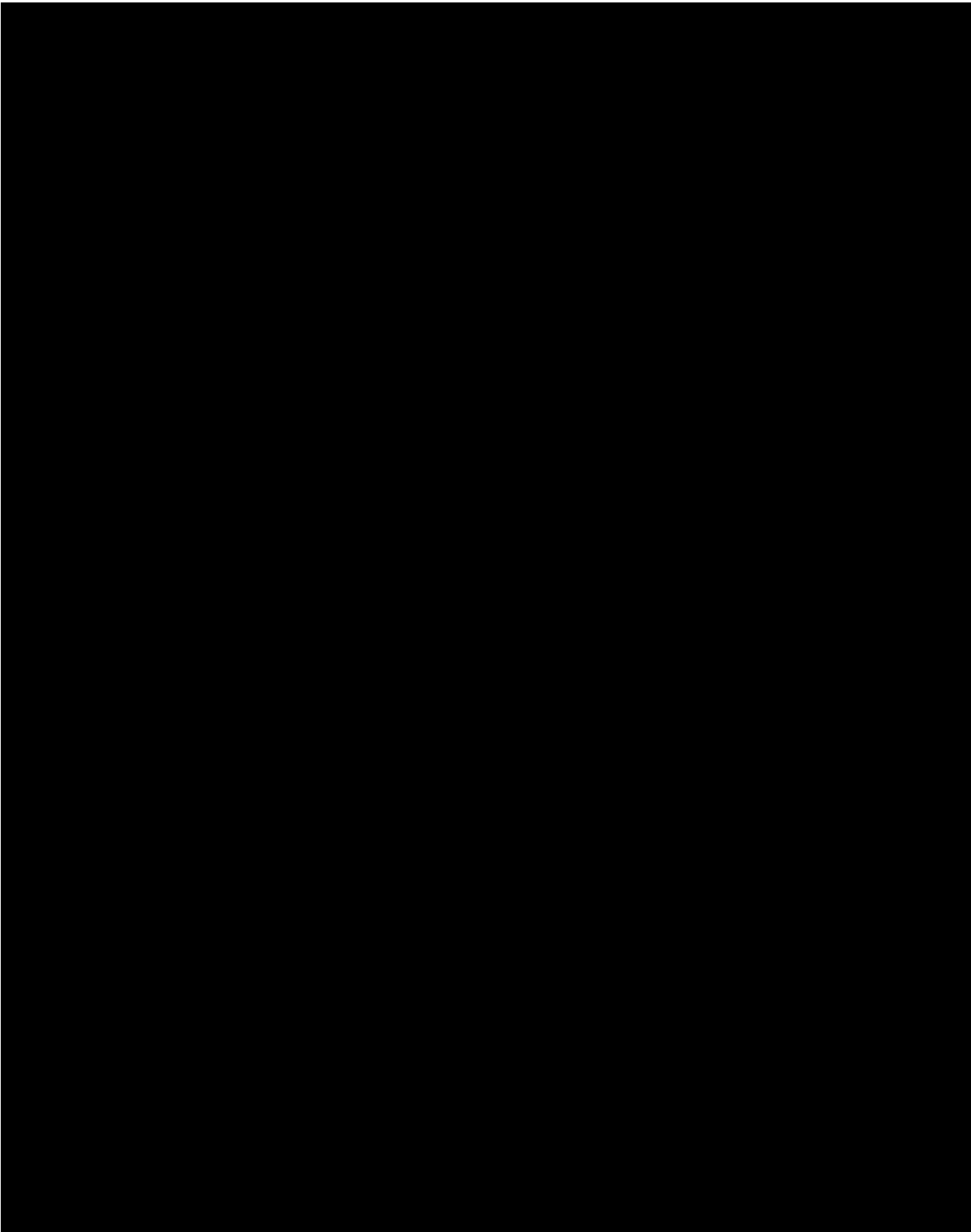
(i) The Company has an exclusive, fully transferable license to the Company Licensed Intellectual Property listed in Schedule 4.20 granted by the owner thereof, as evidenced by United States Patent and Trademark Office (USPTO) records, and warrants there is no past or pending allegation of infringement, or basis for any future allegation of infringement (including allegations relating to the Company's continued use of such Company Licensed Intellectual Property after Closing in a manner consistent with the Company's use prior to Closing) for so long as patents for such Company Licensed Intellectual Property are in force and for any applicable statute of limitations period thereafter.

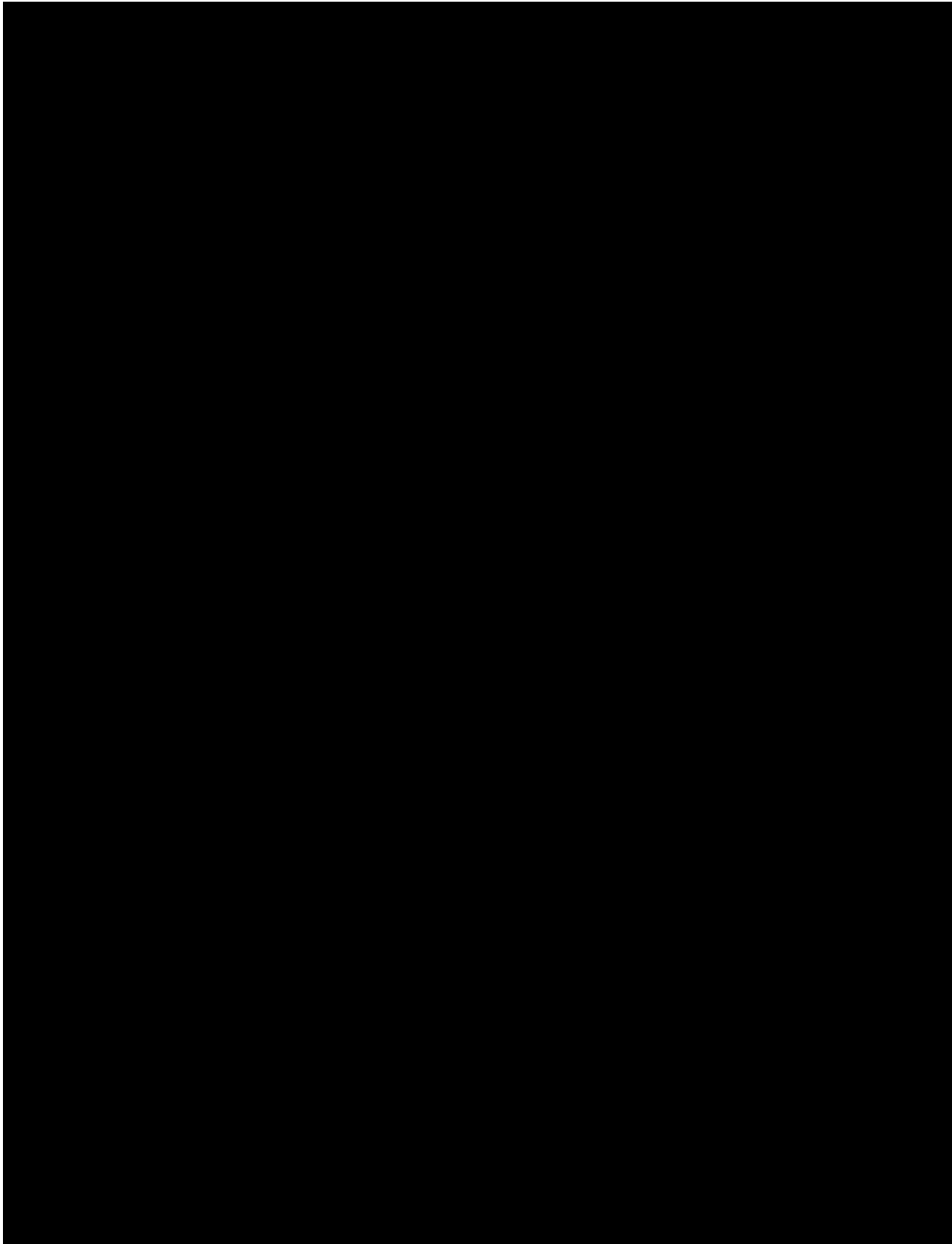
(j) There is no existing default or breach of the Company under any license or other contract relating to their right to use the Company Licensed Intellectual Property (or event or condition that, with notice or lapse of time or both could constitute a default or breach) and there is no such default (or event or condition that, with notice or lapse of time or both, could constitute a default or breach) with respect to any third party to such license or Contract.

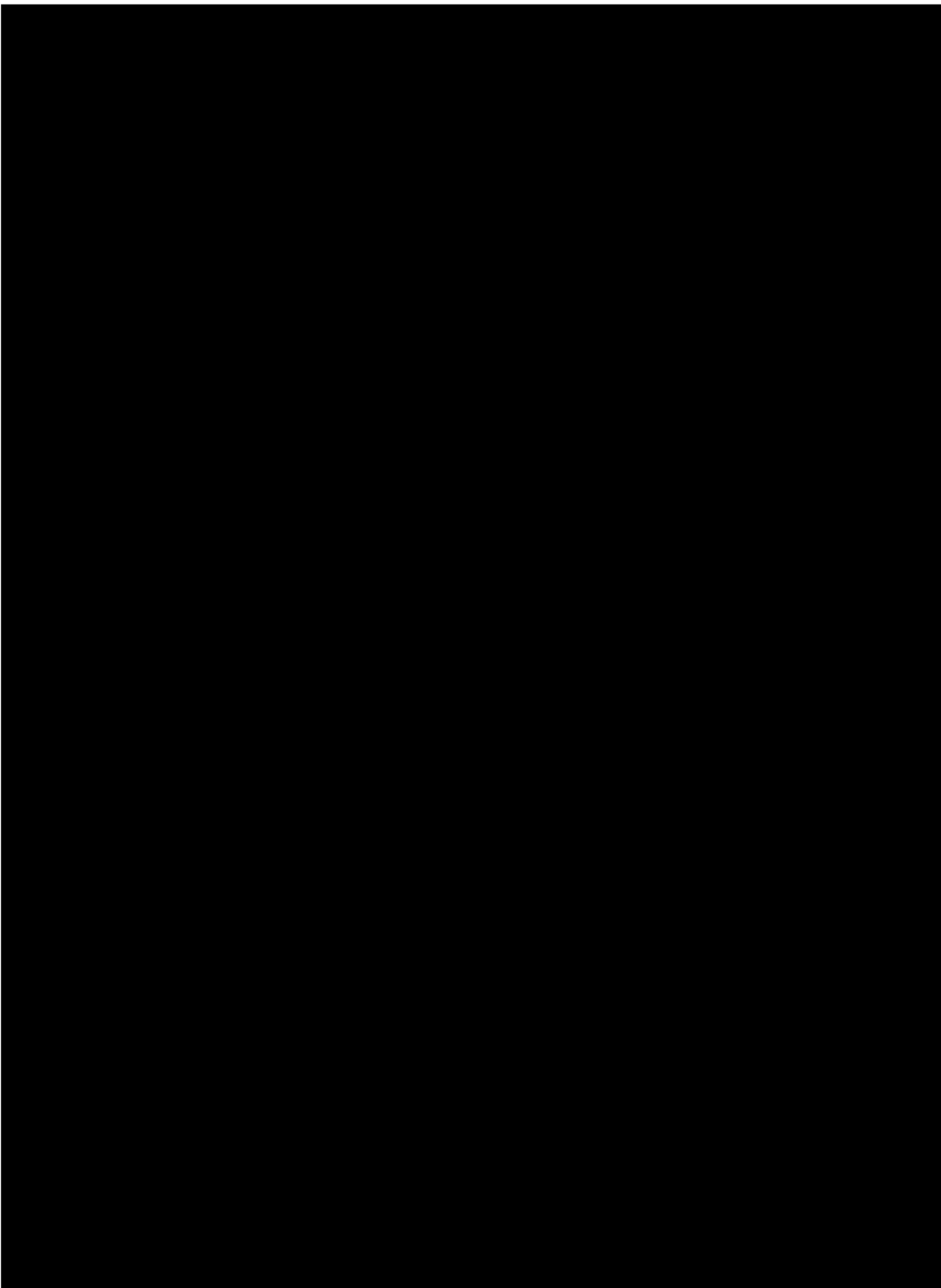


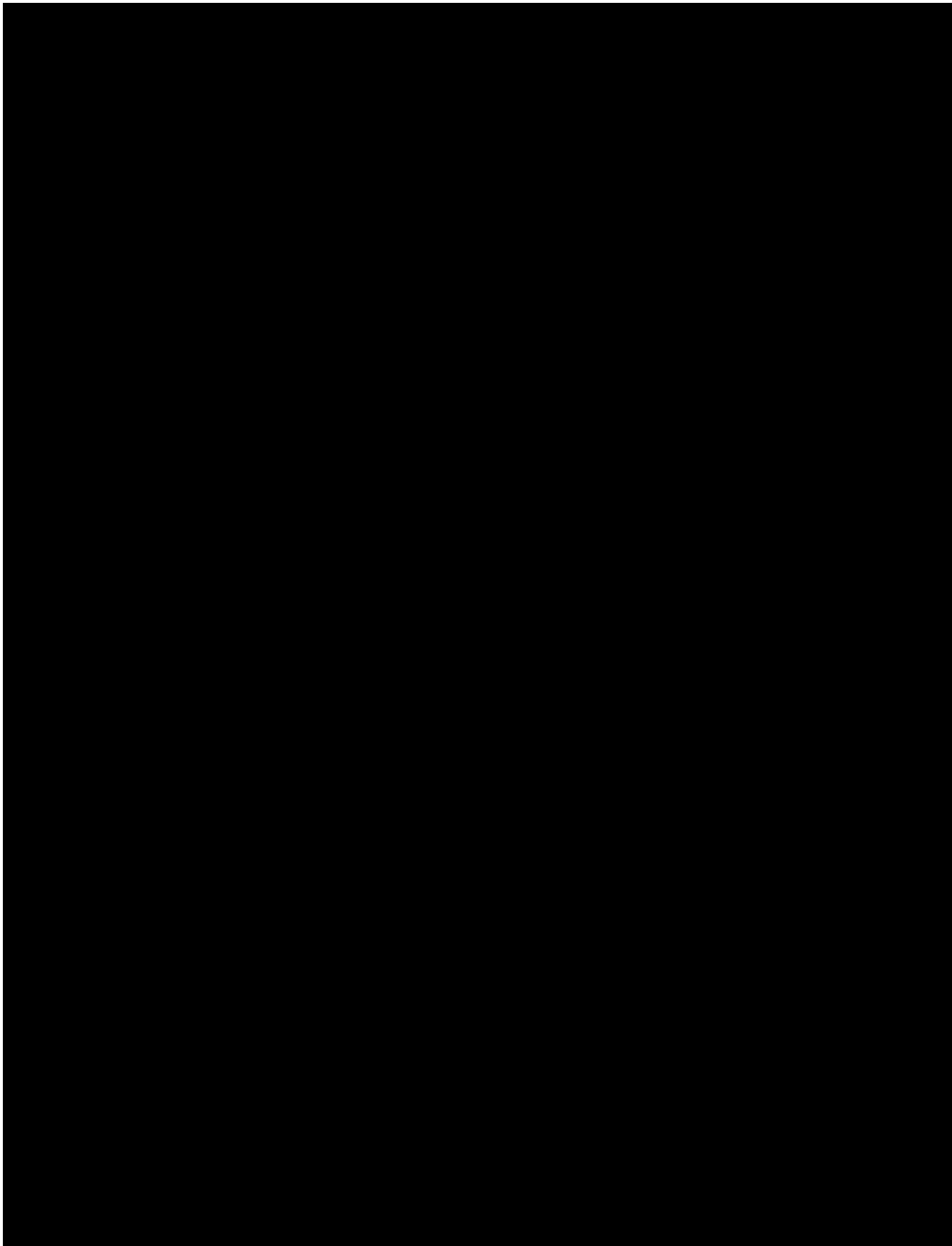
Section 4.21 [Reserved].







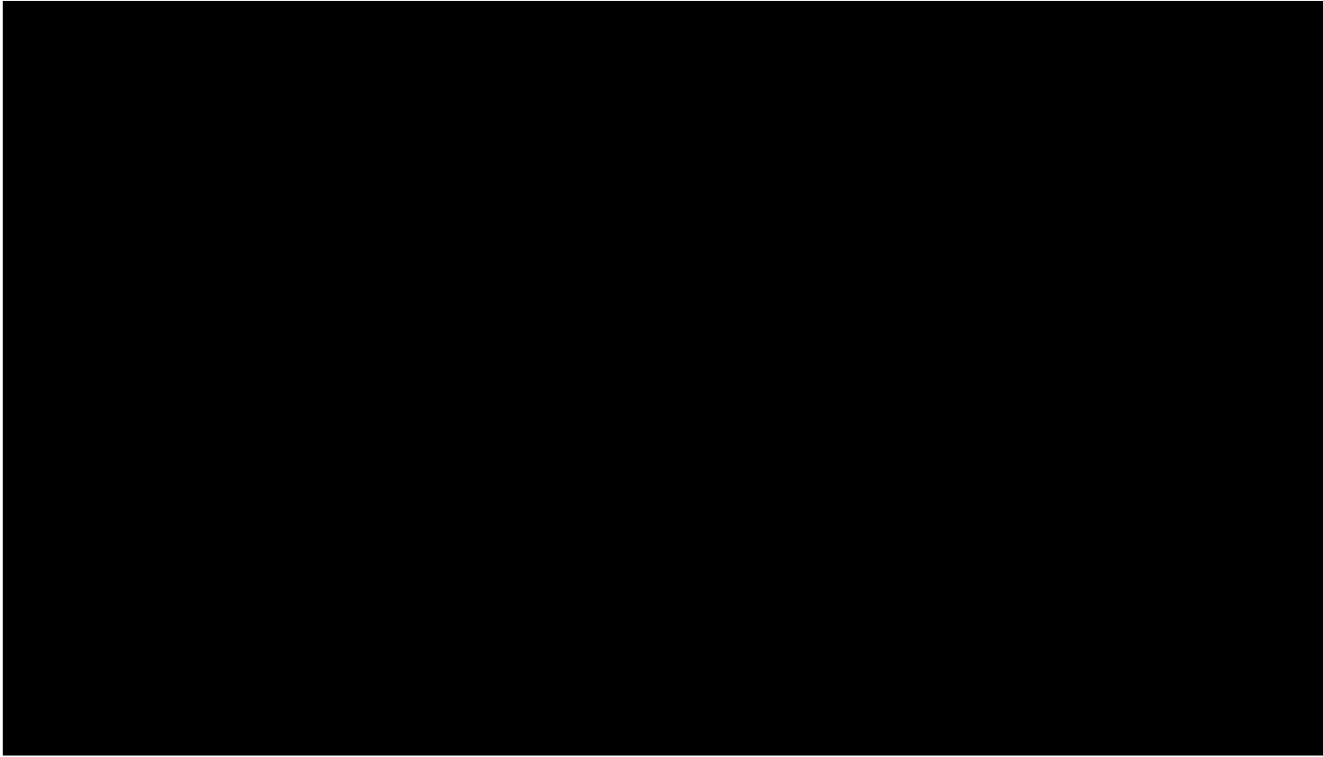




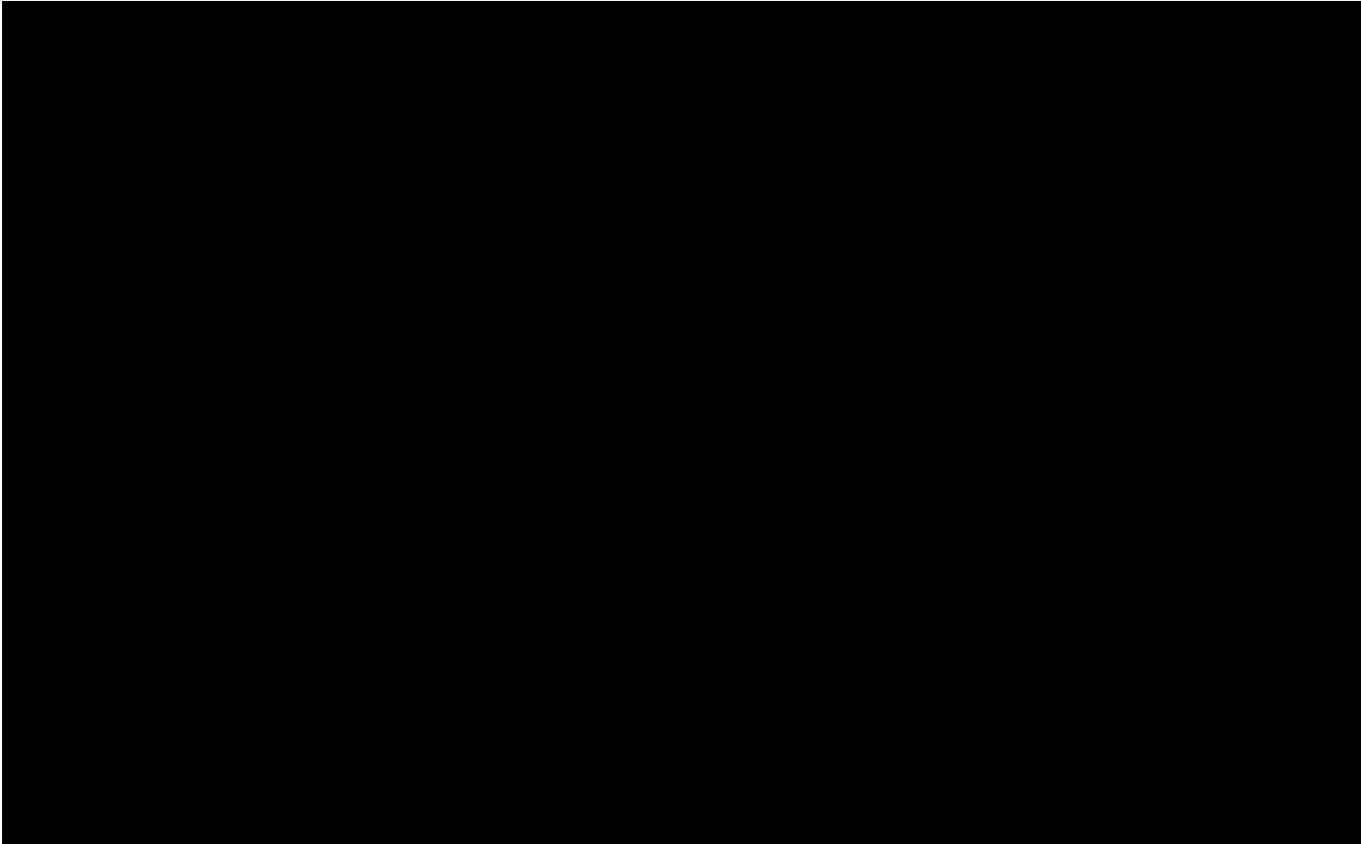


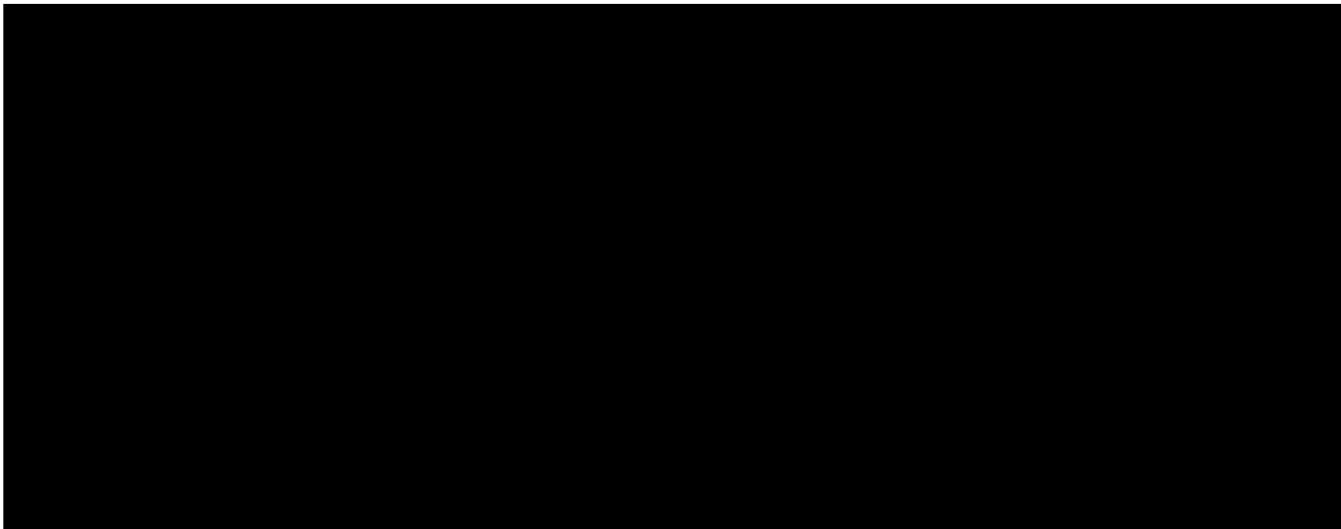
**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER**



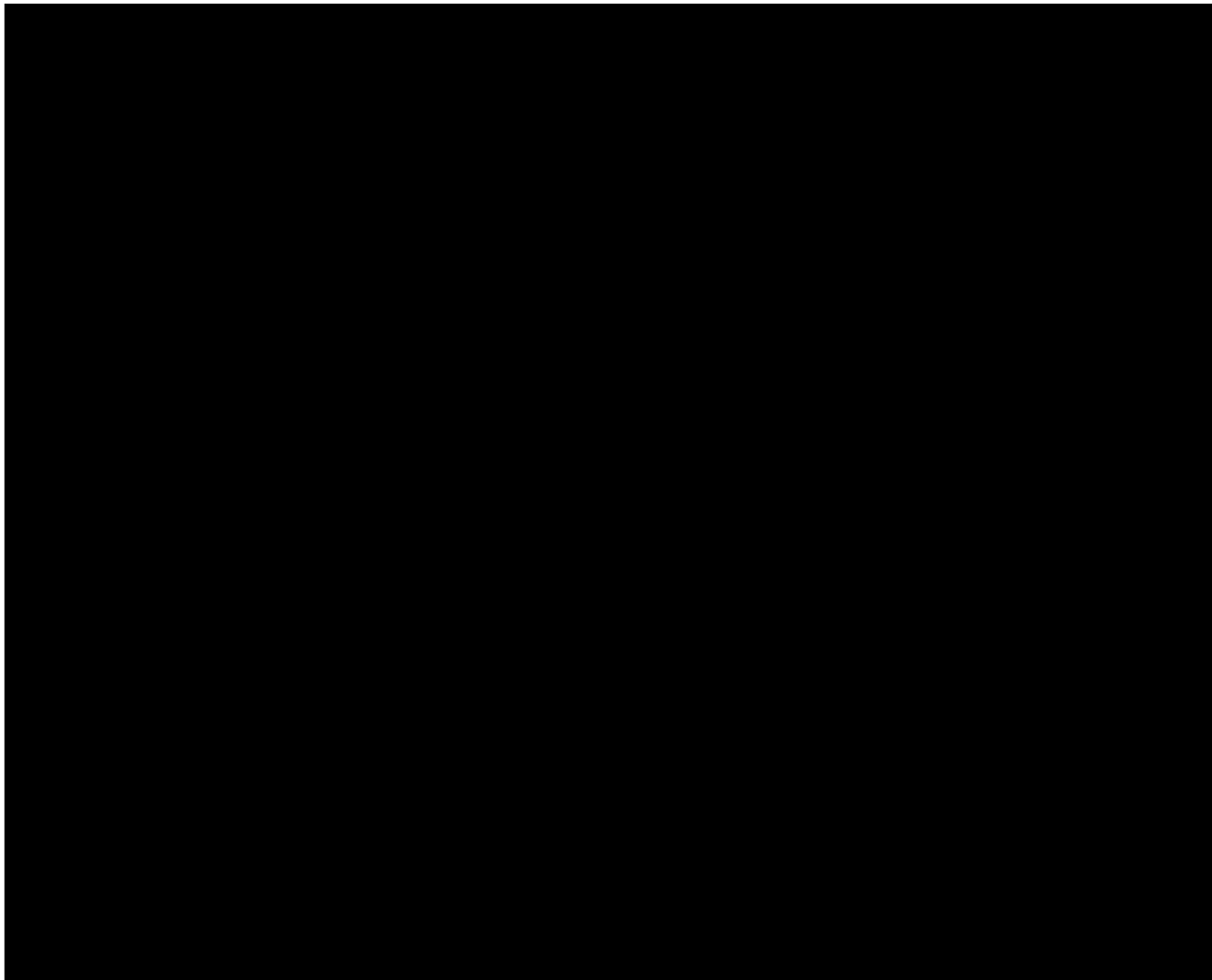


**ARTICLE VI  
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

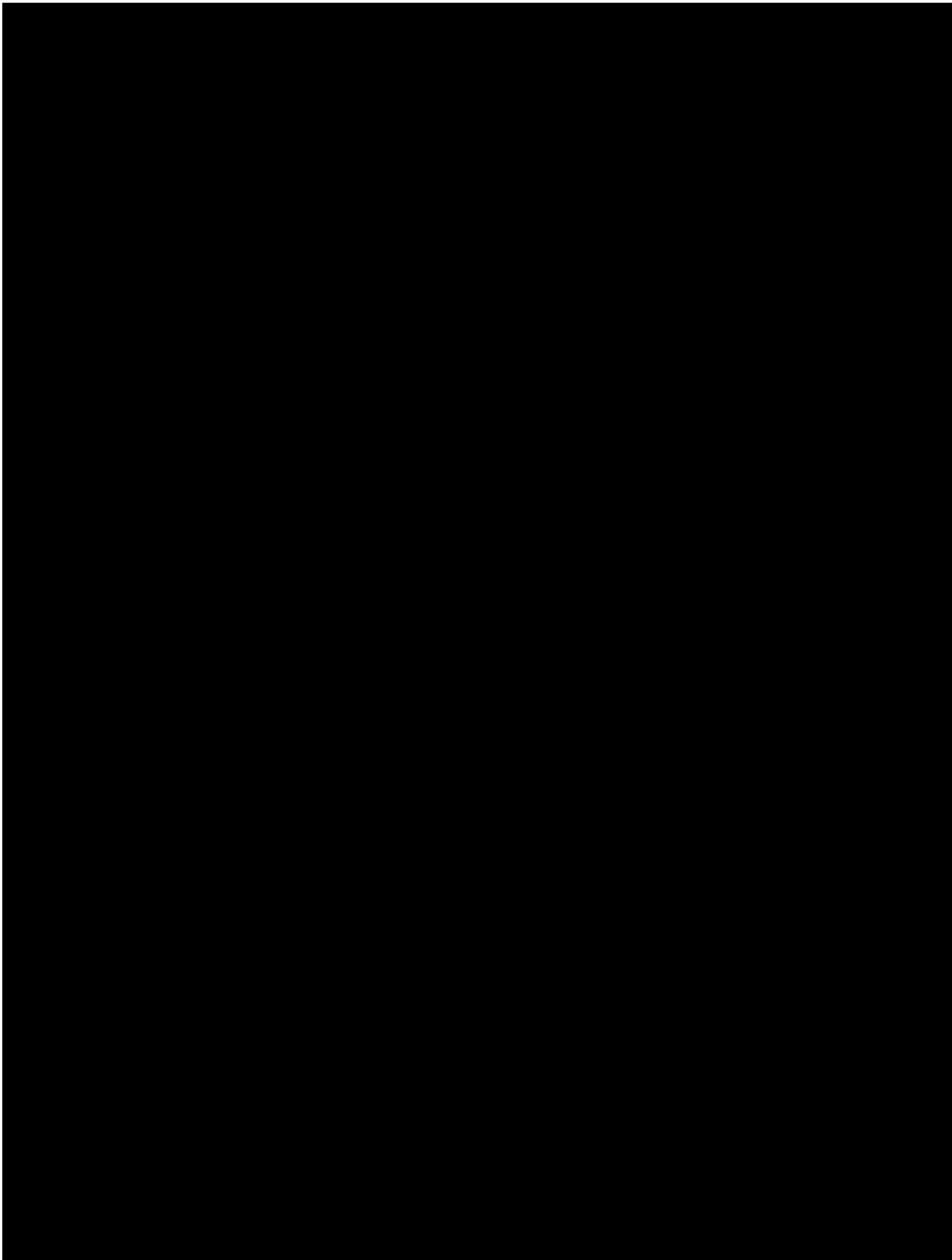


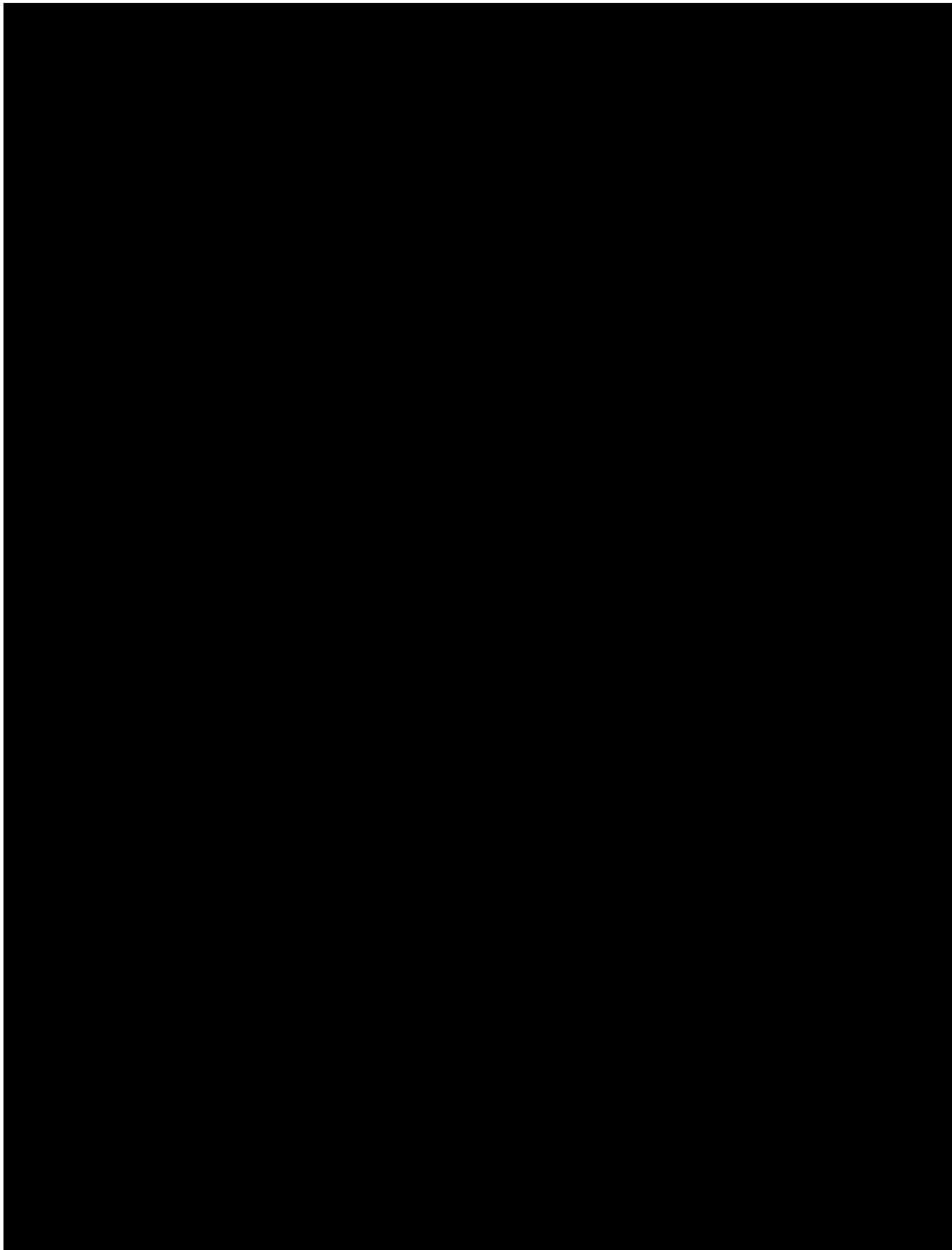


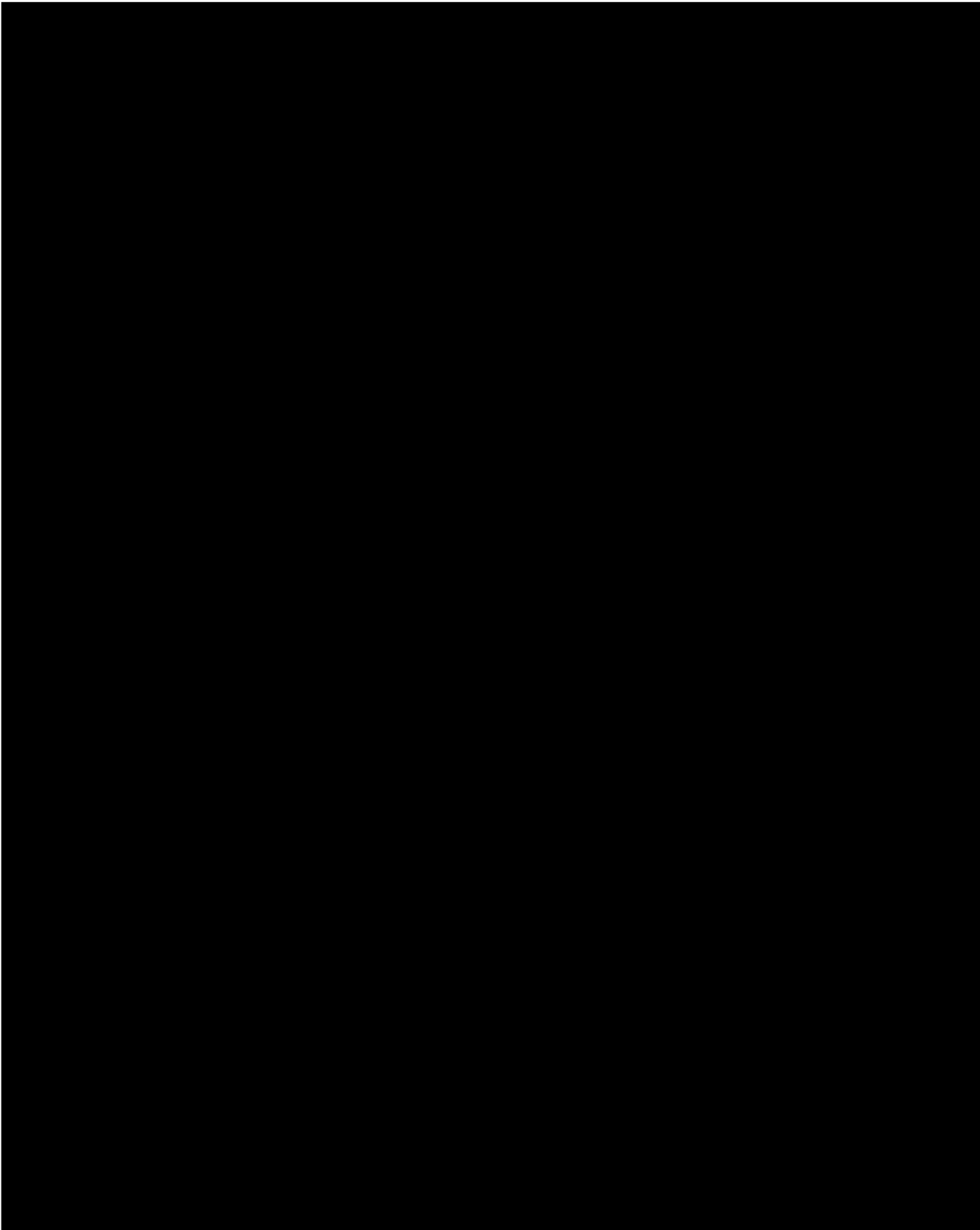
**ARTICLE VII  
CERTAIN COVENANTS AND AGREEMENTS**

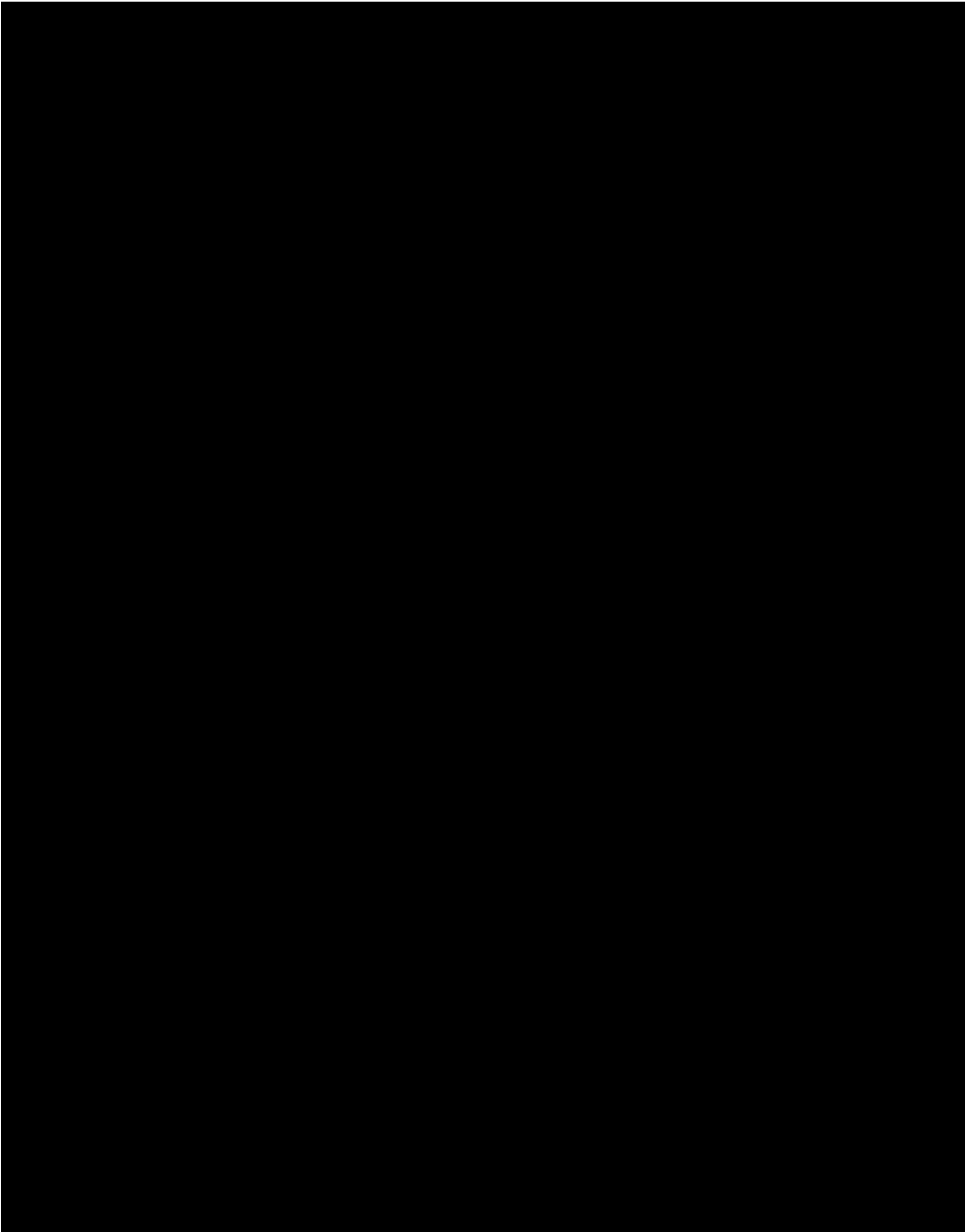


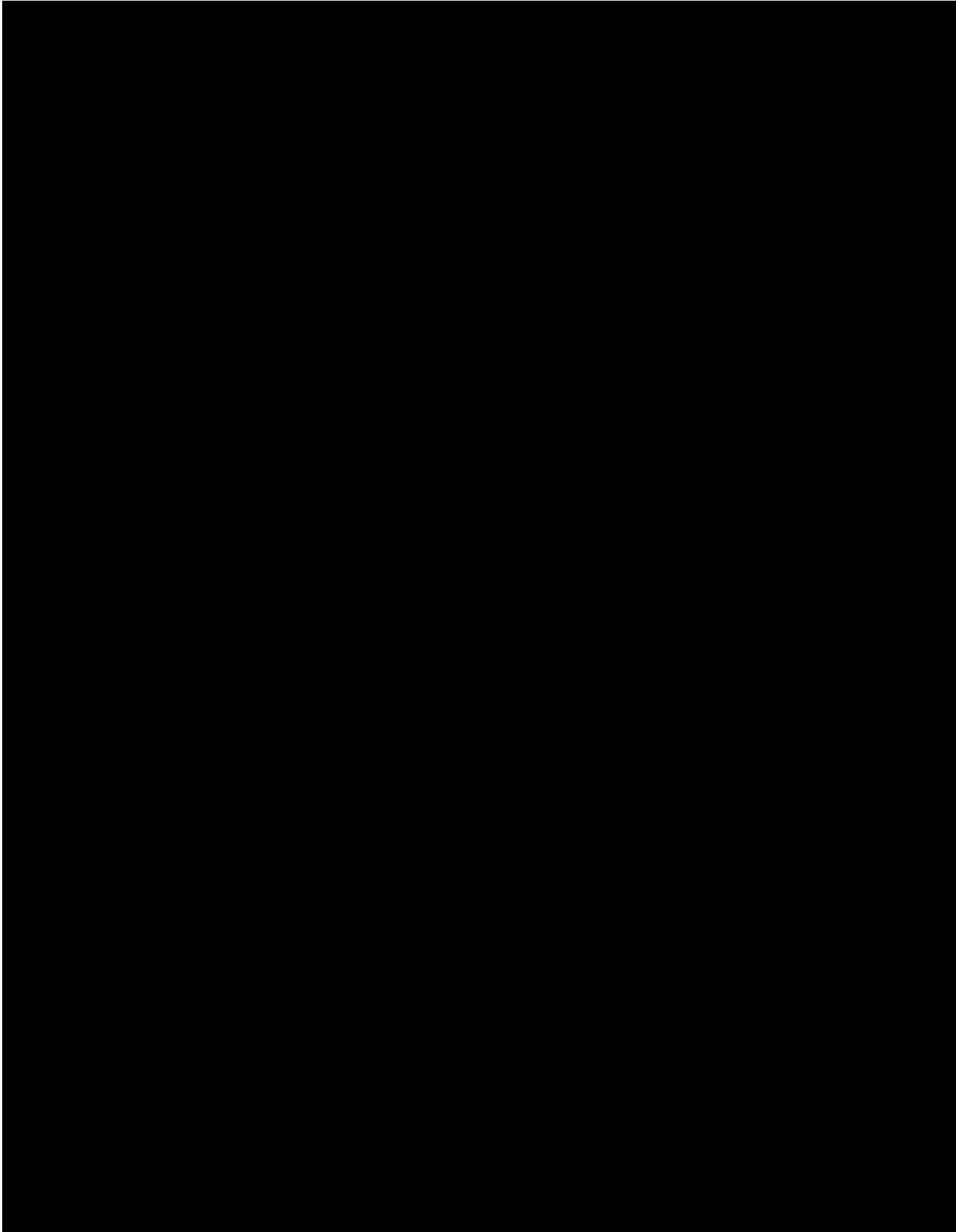


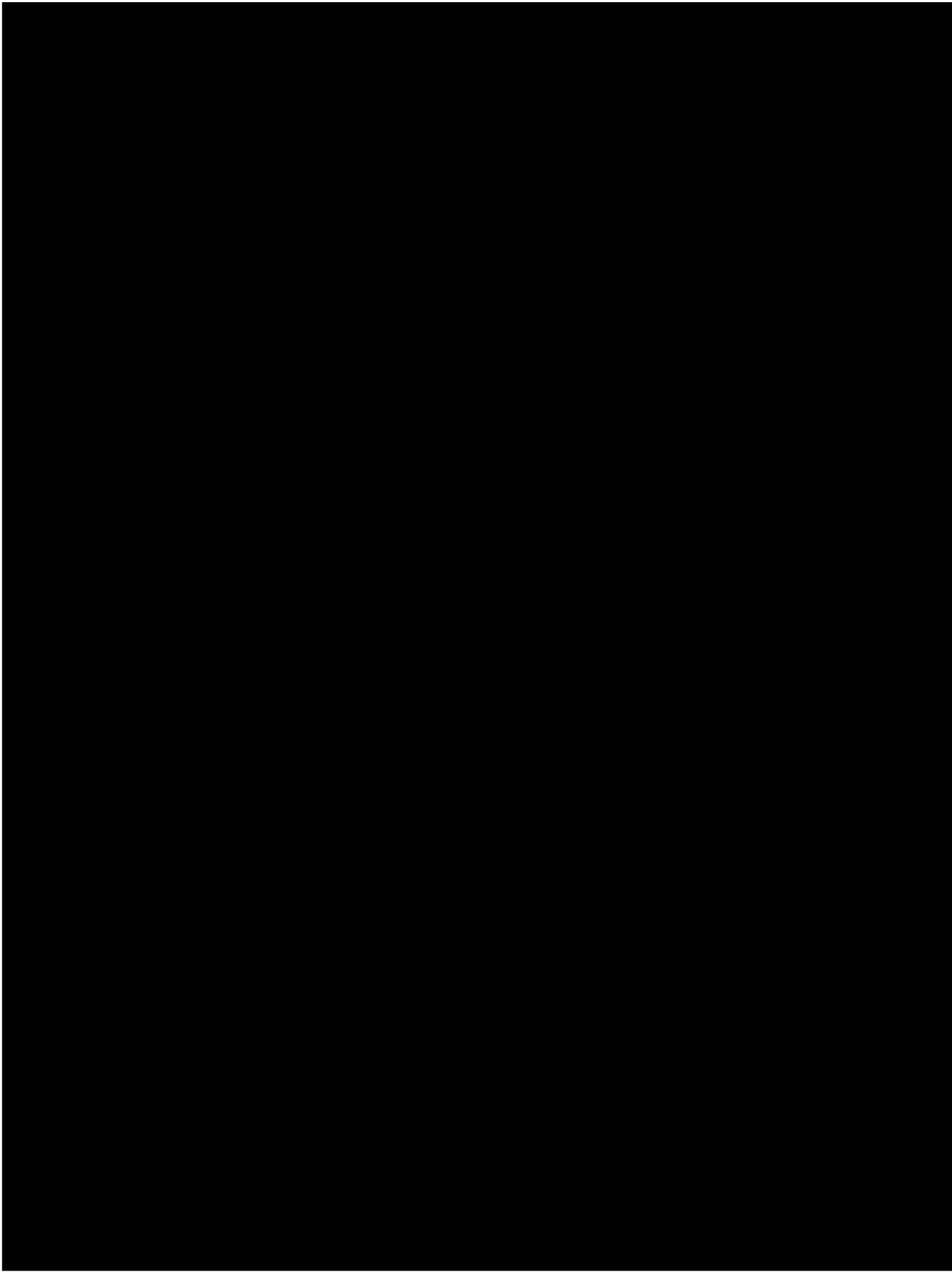


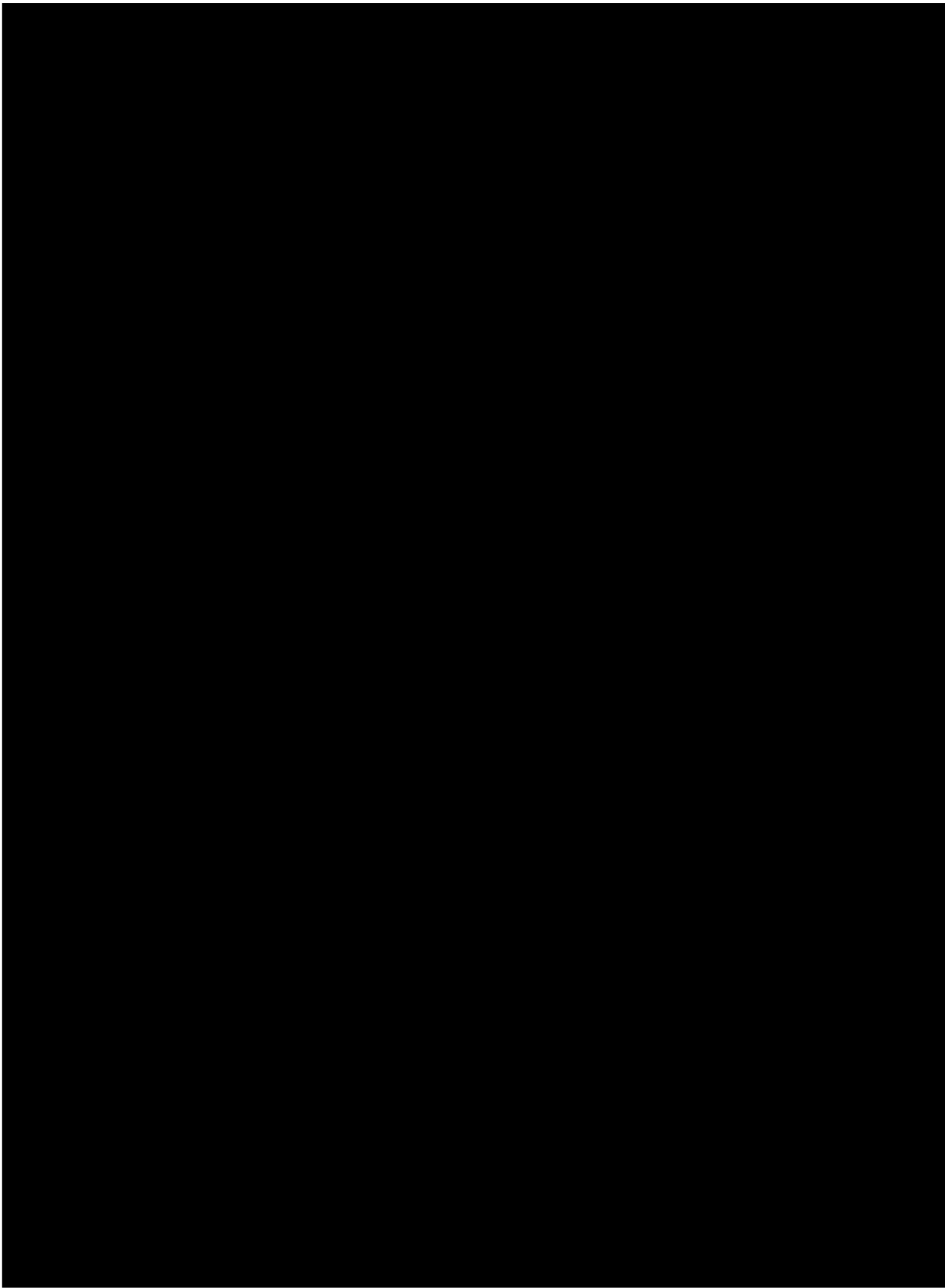


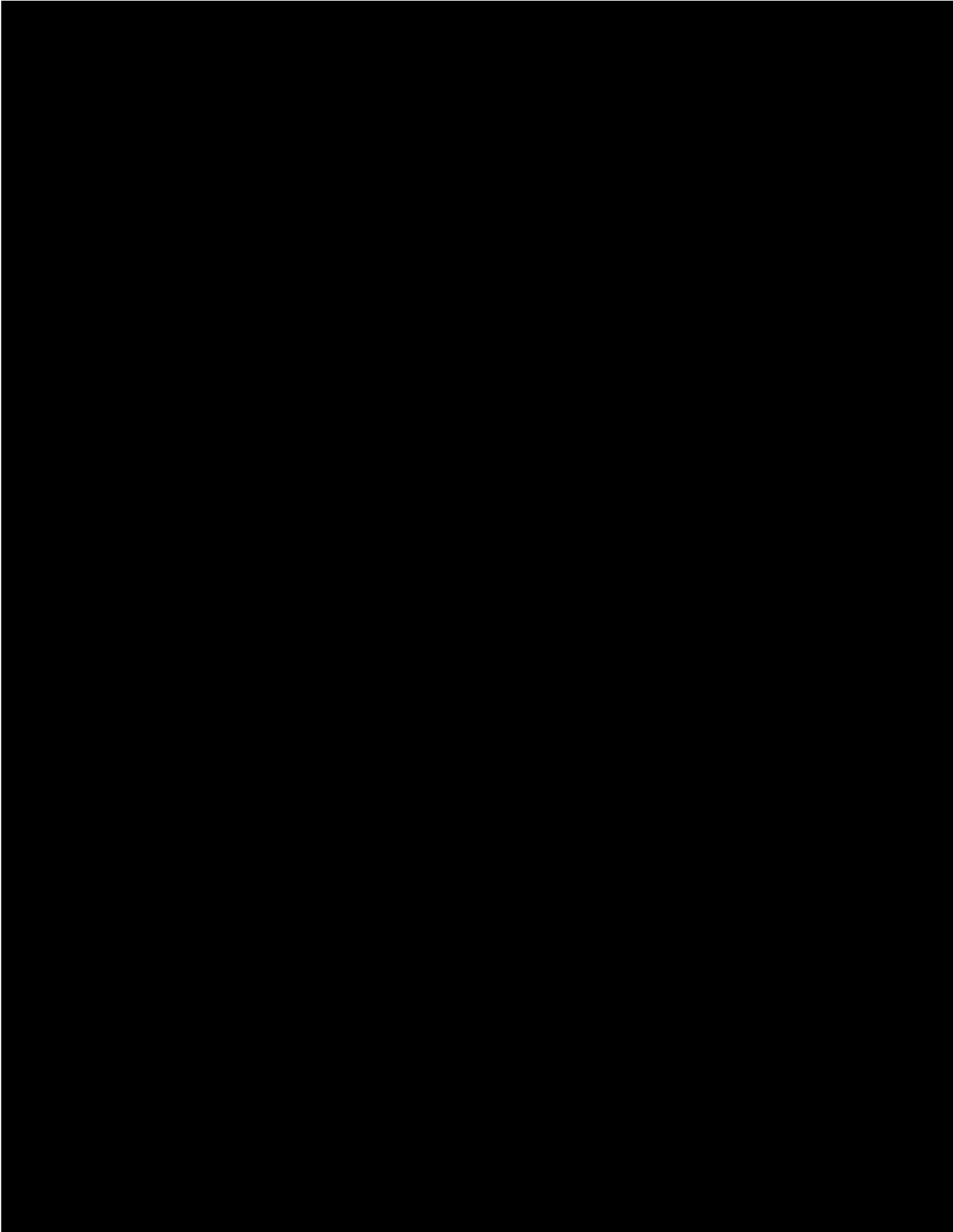




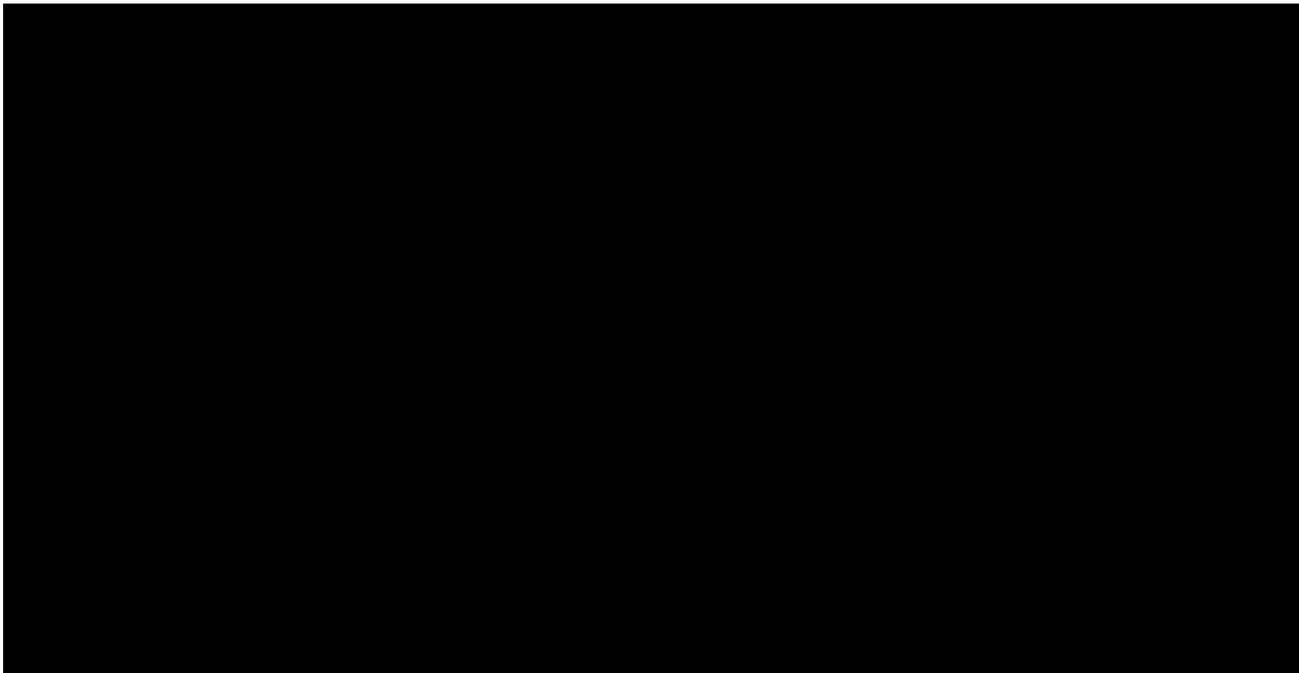




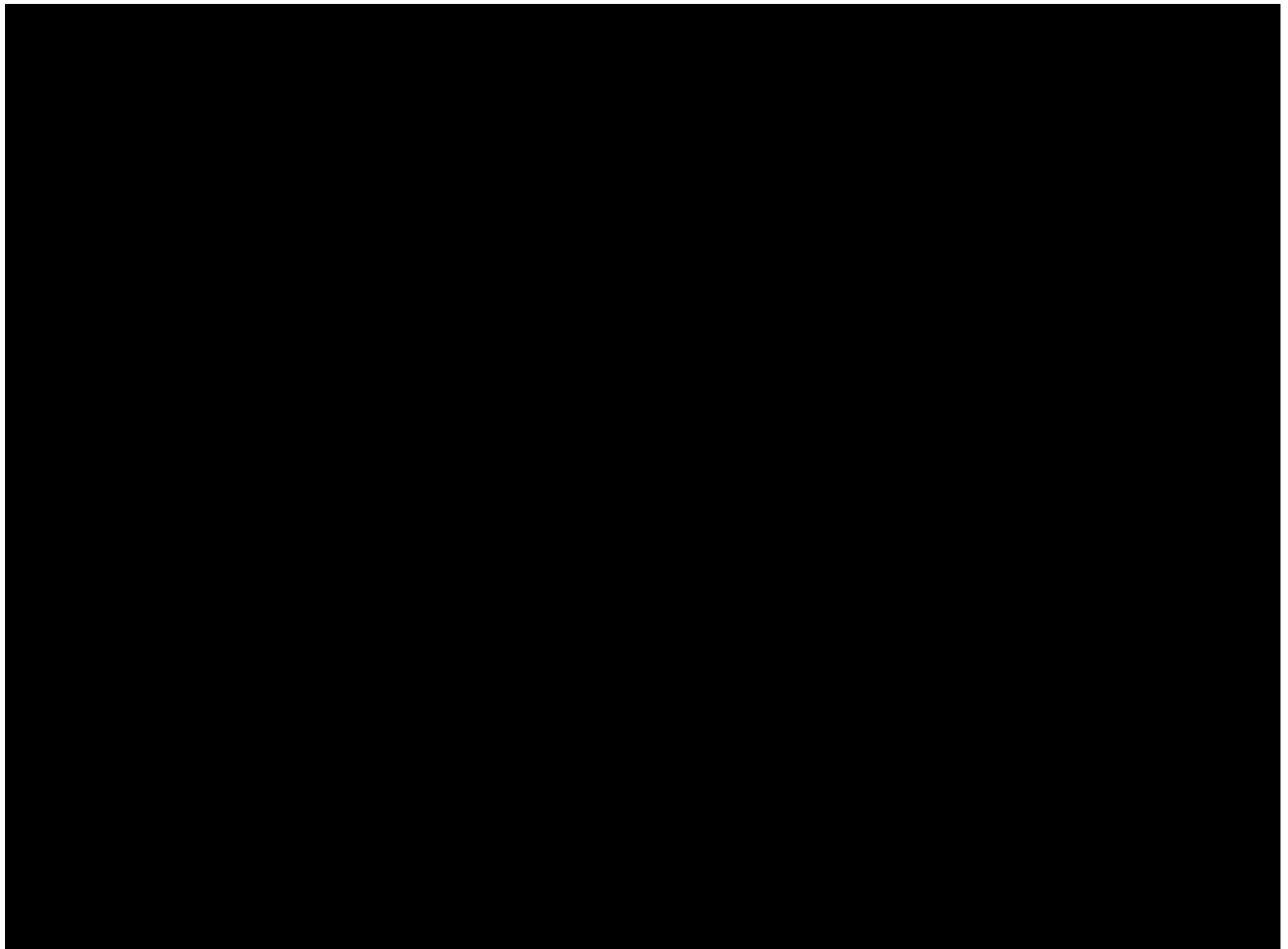


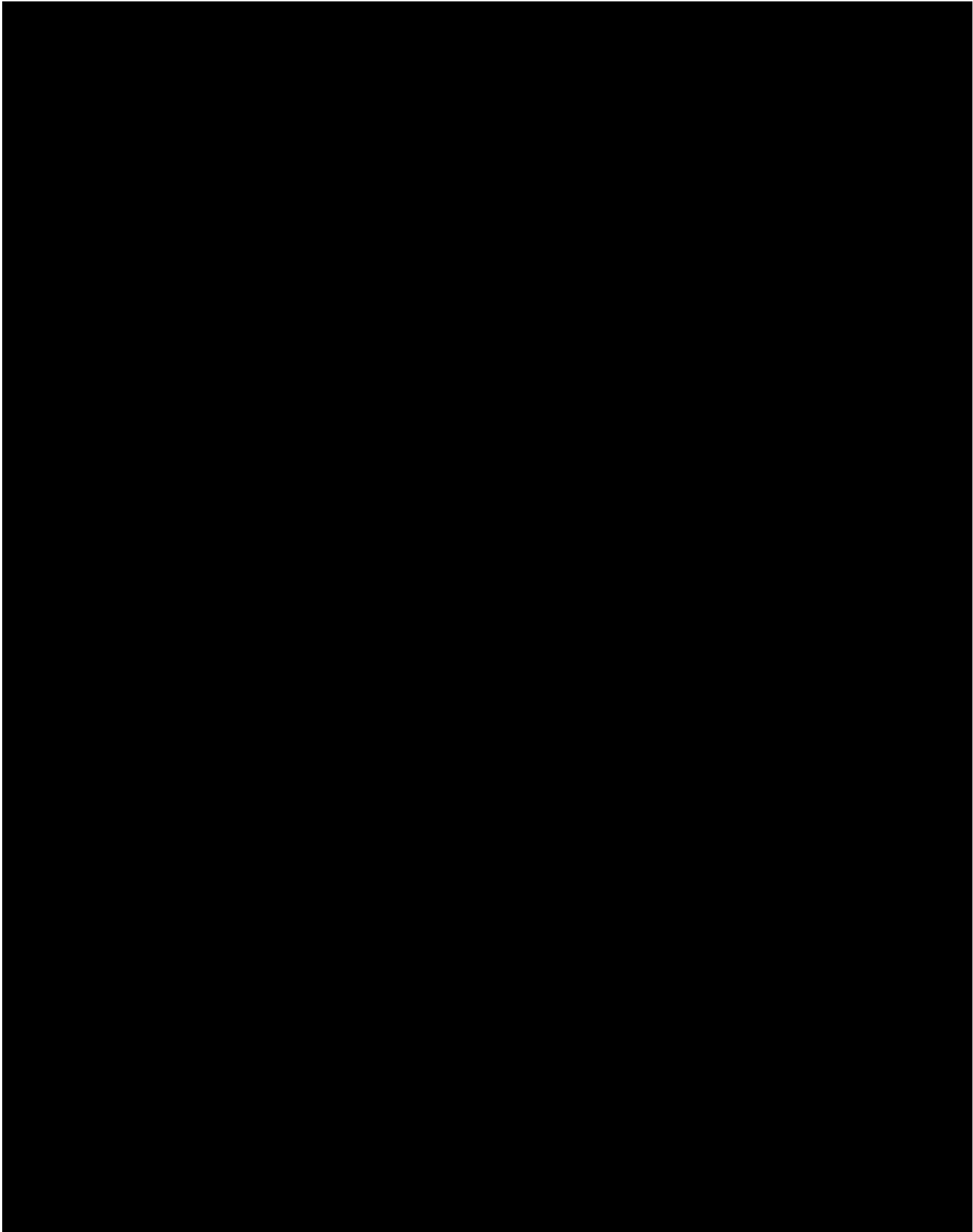


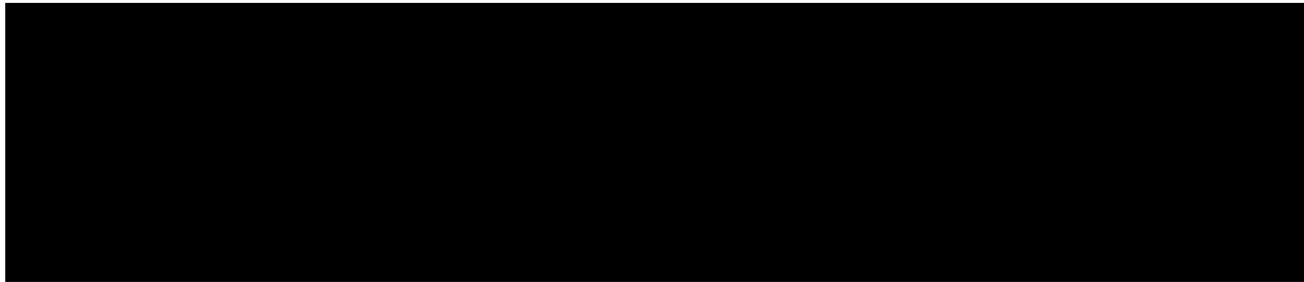




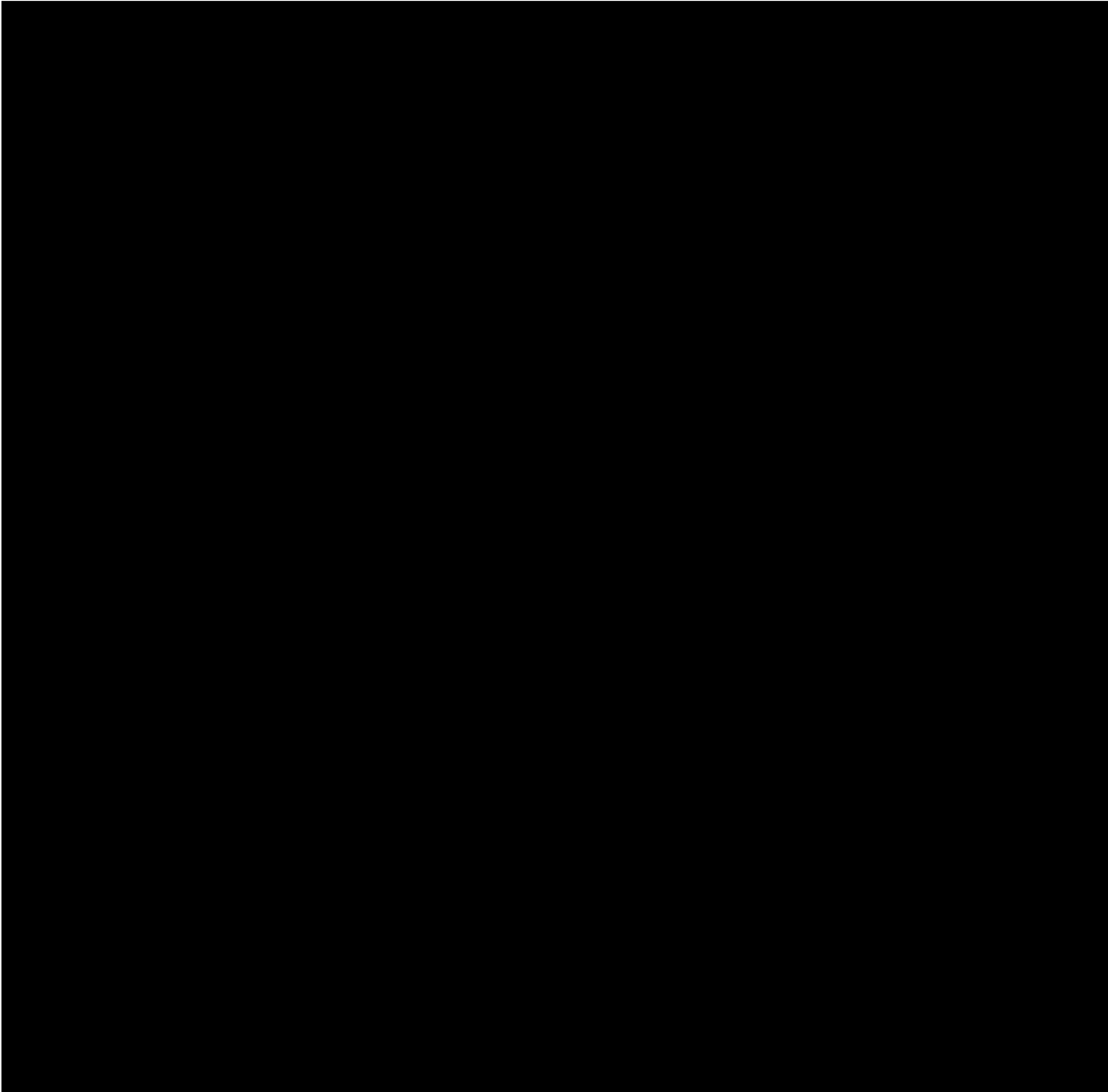
**ARTICLE VIII  
CONDITIONS TO CLOSING**

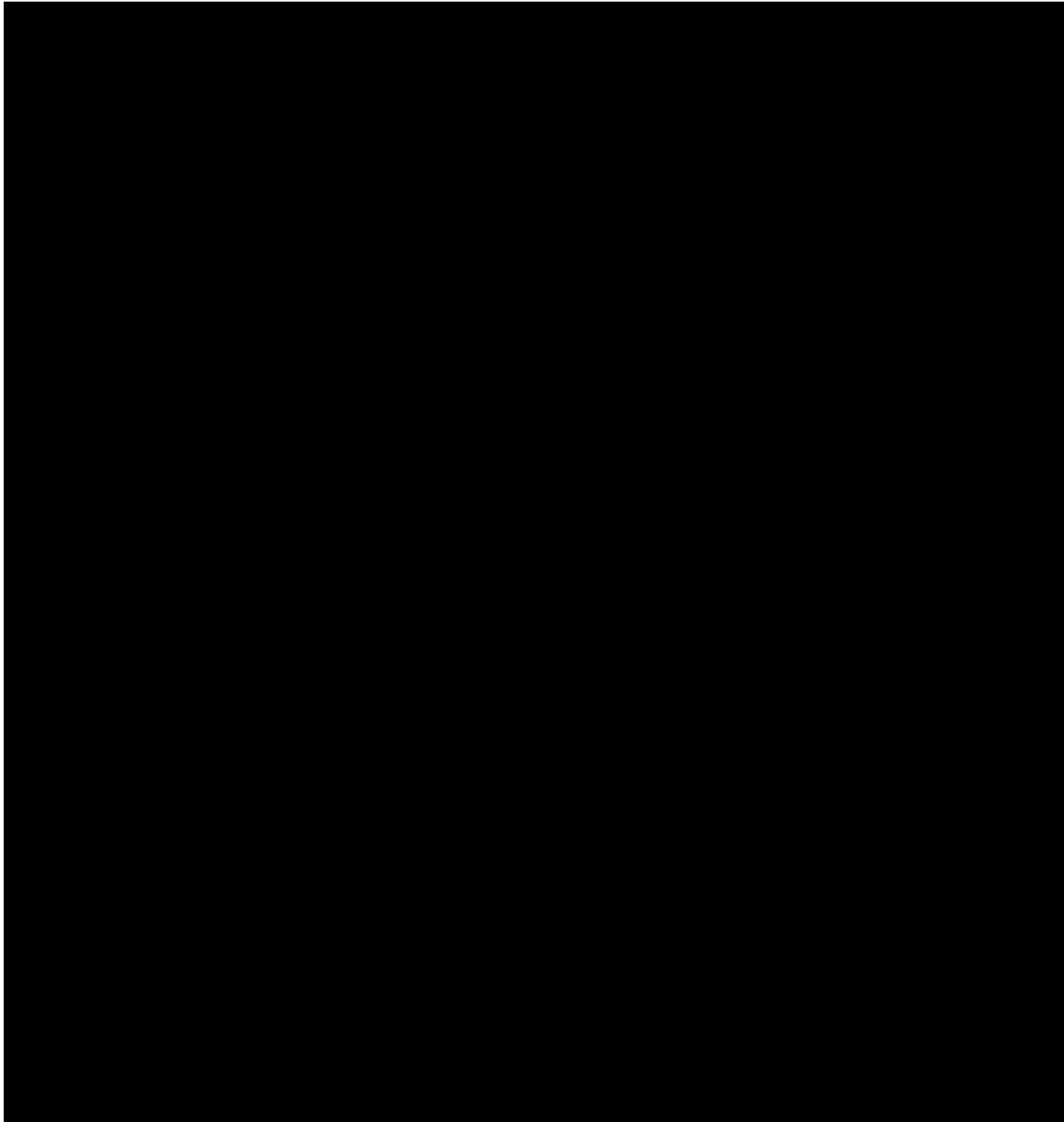




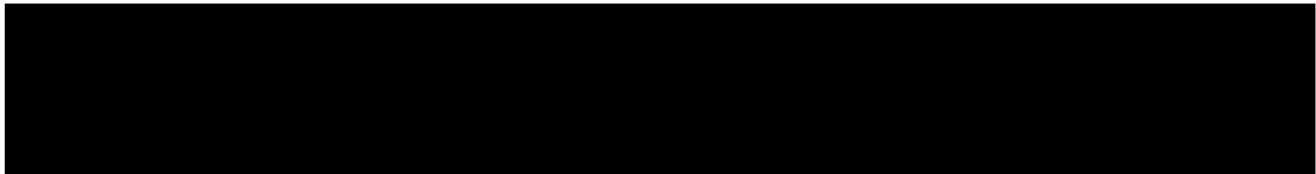


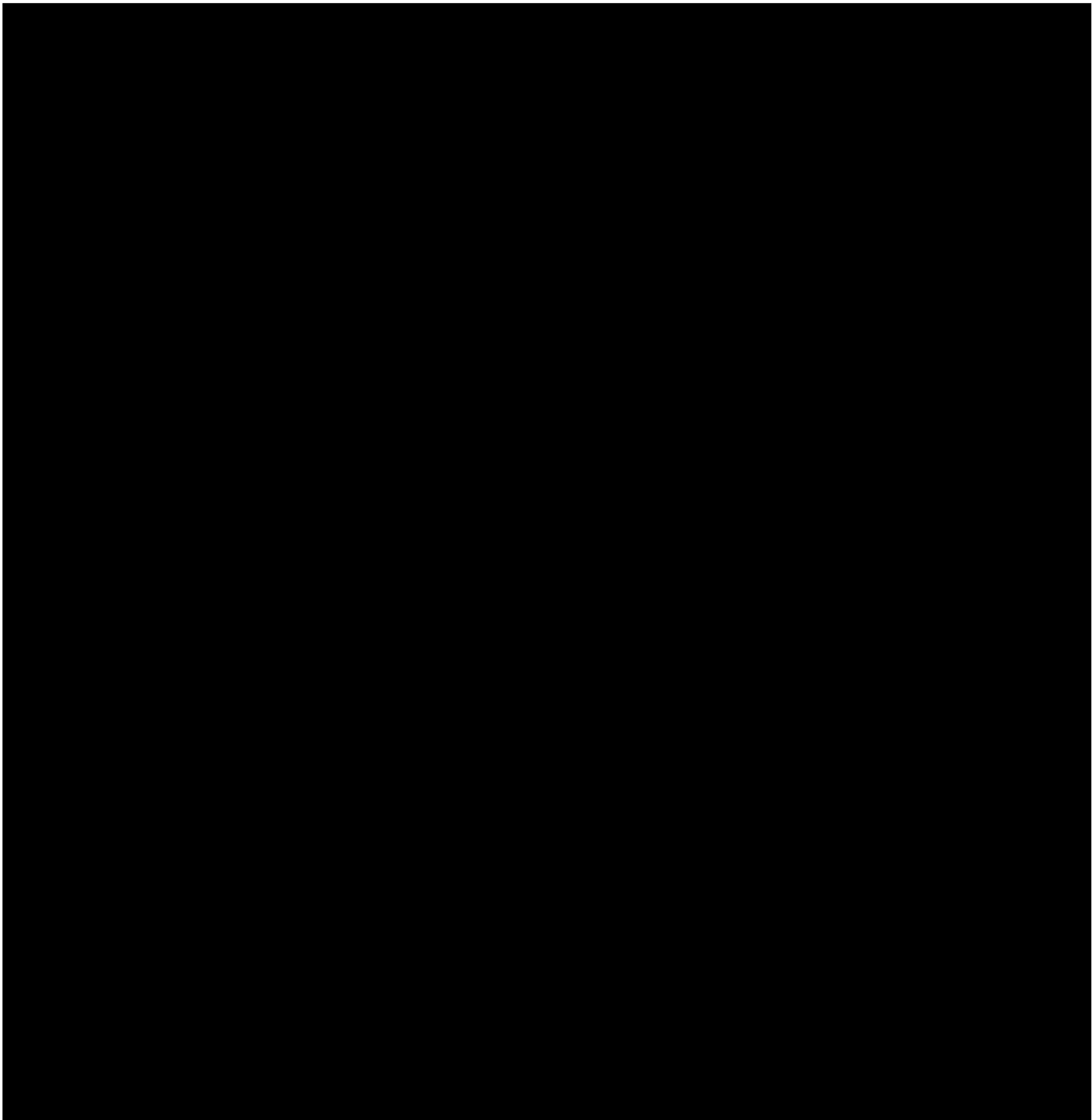
**ARTICLE IX  
CLOSING**



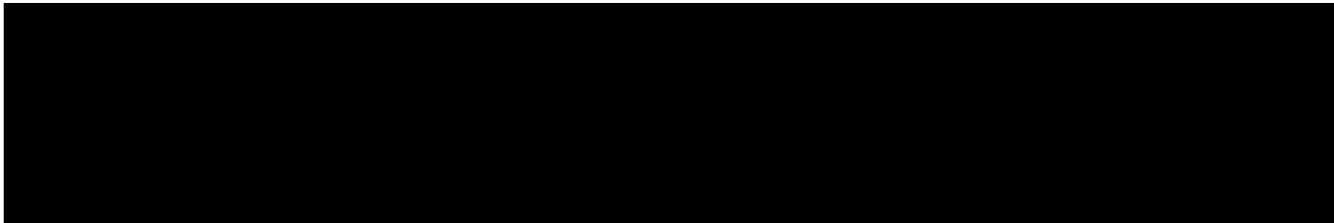


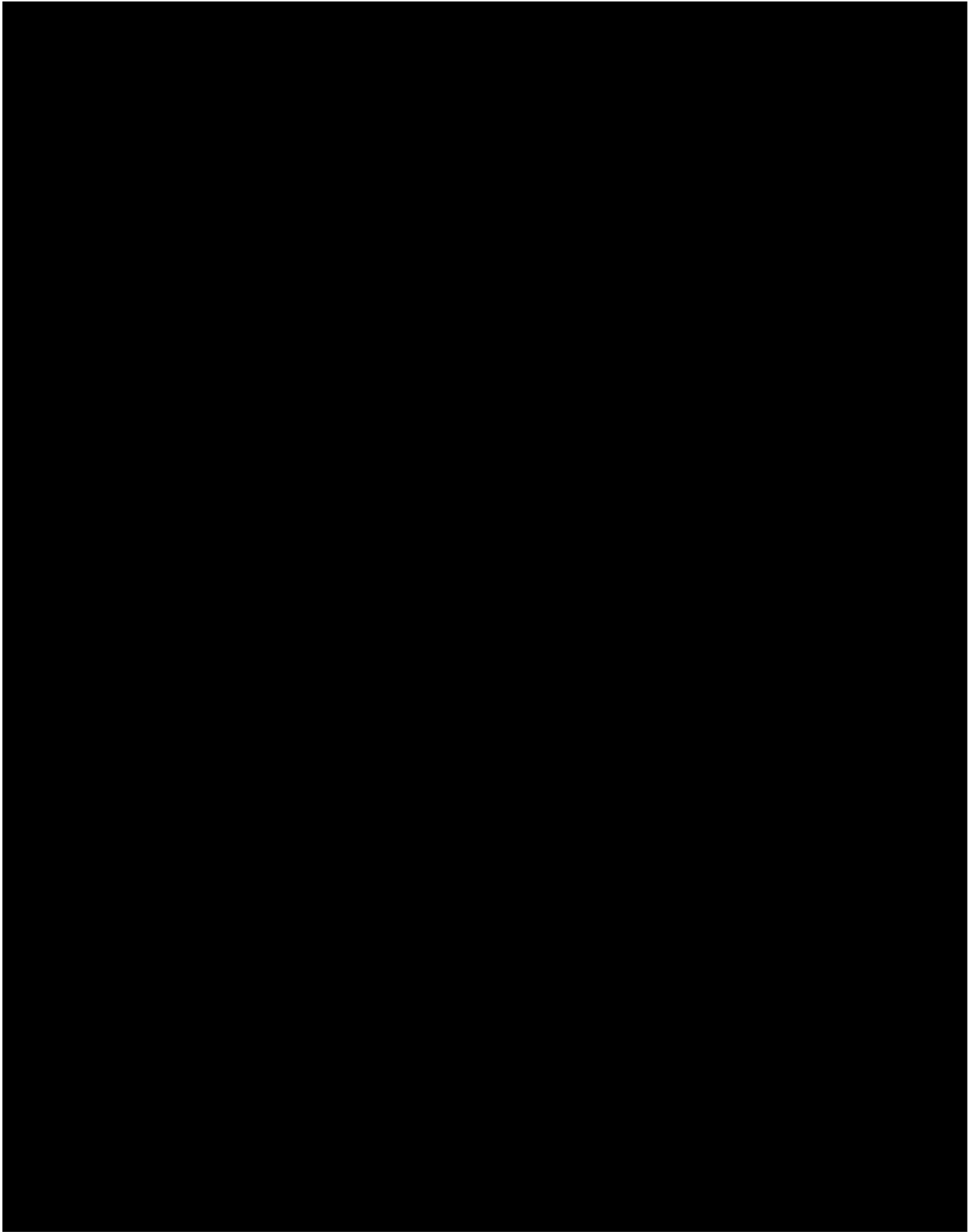
**ARTICLE X  
TERMINATION**

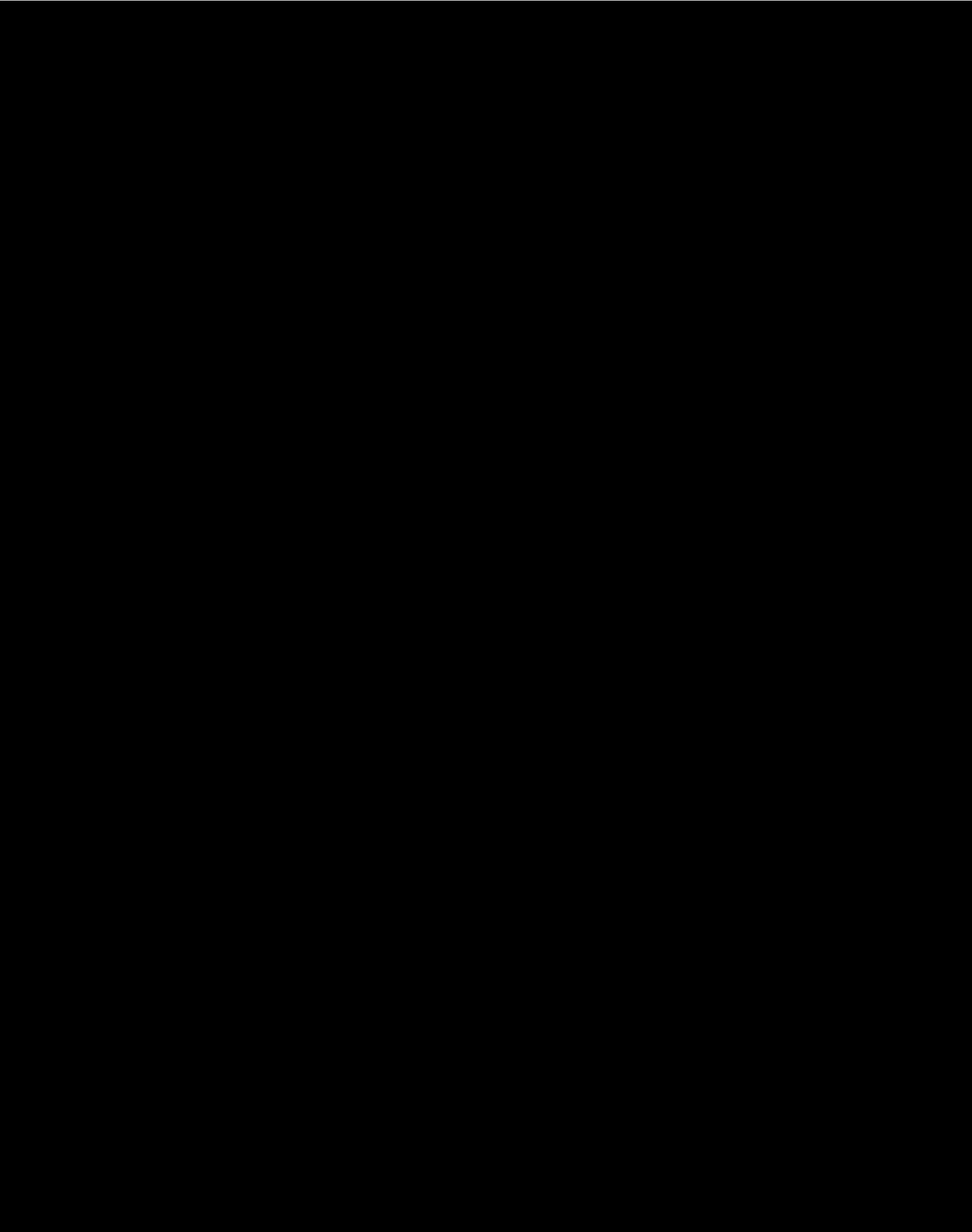


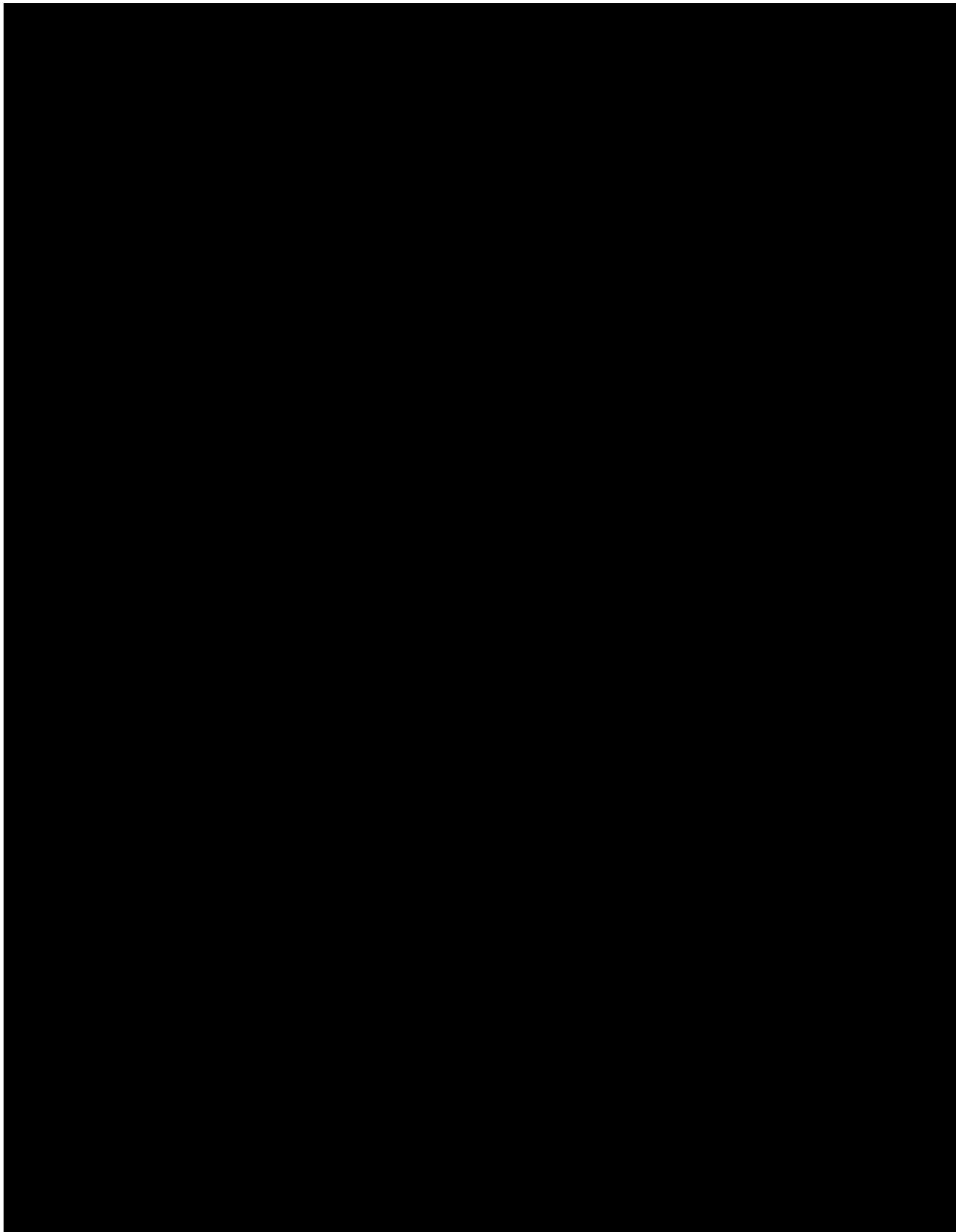


**ARTICLE XI  
INDEMNIFICATION**

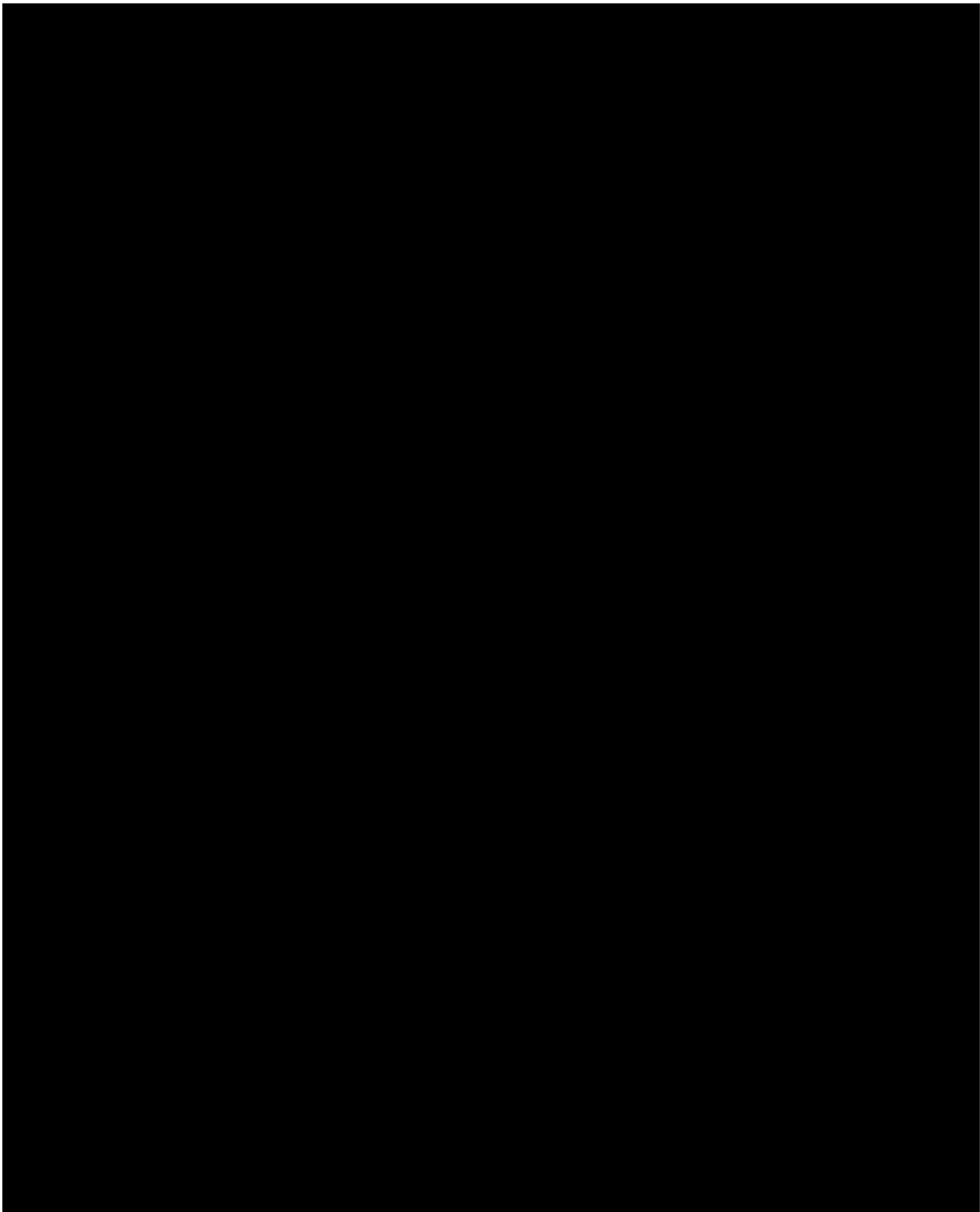


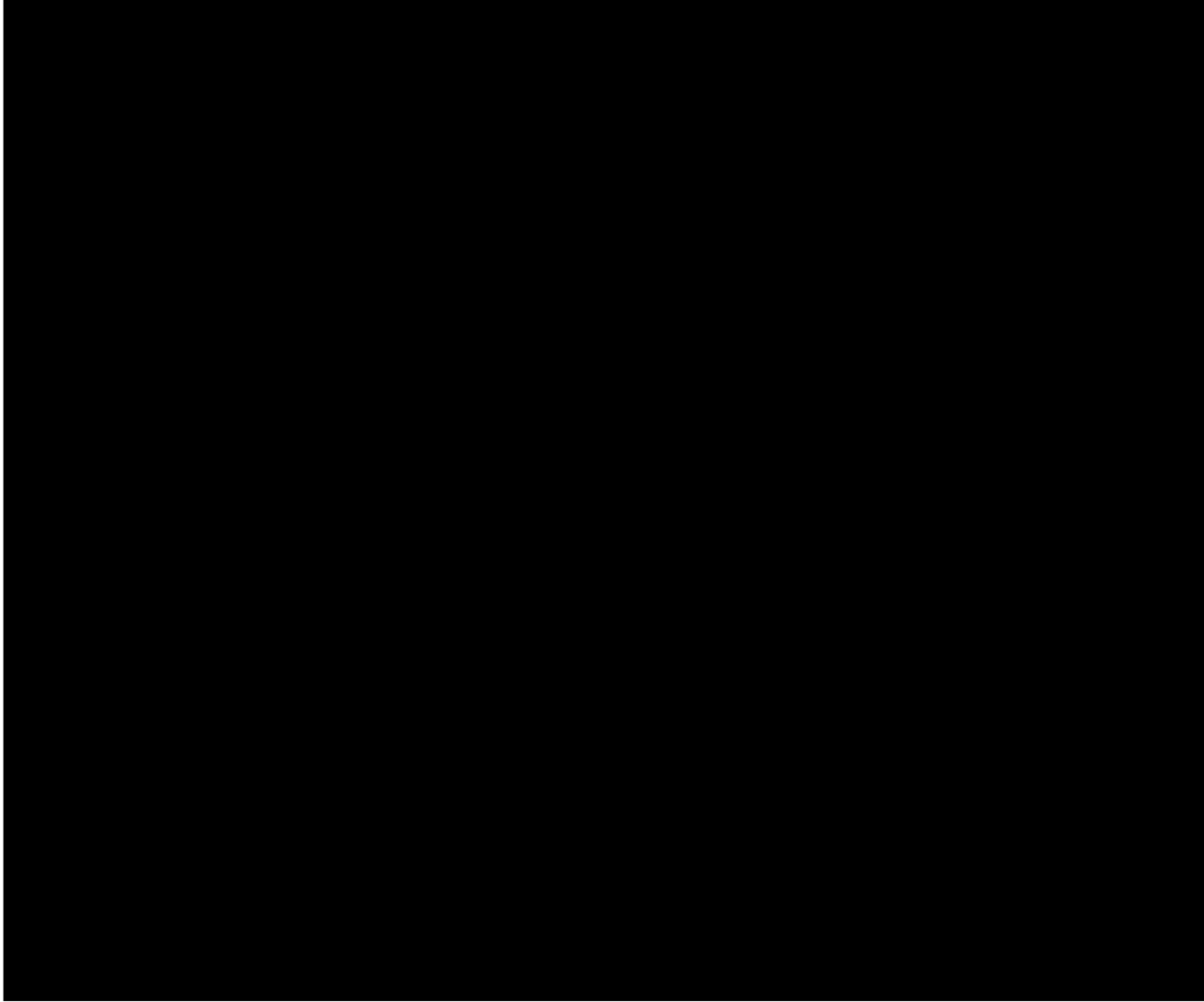




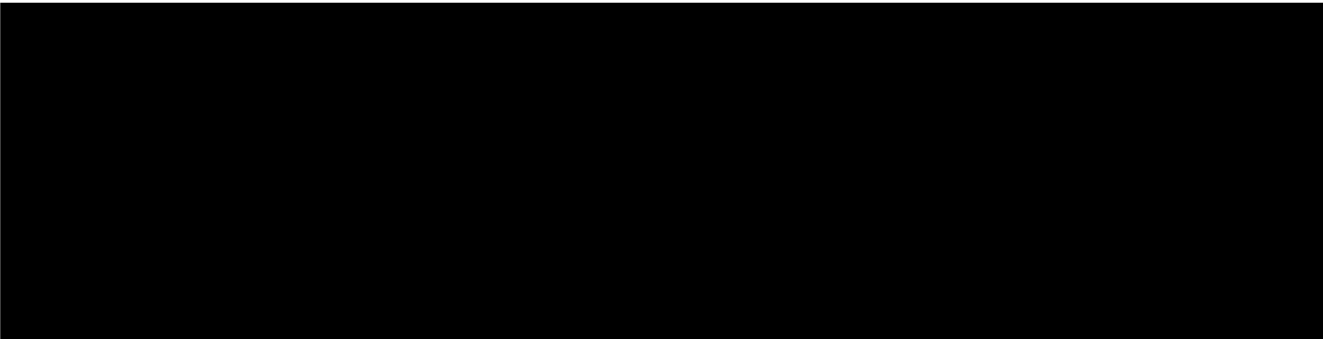




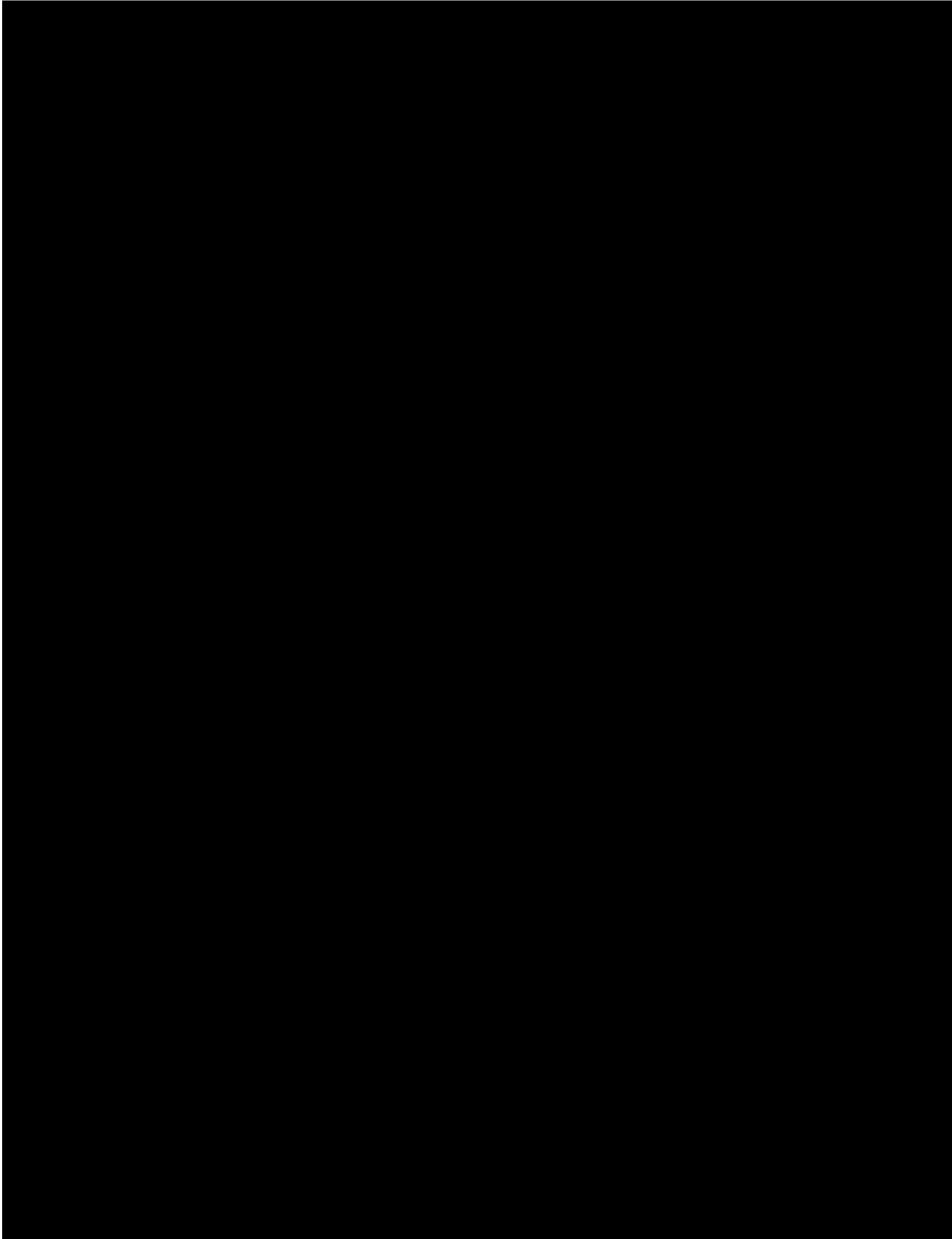


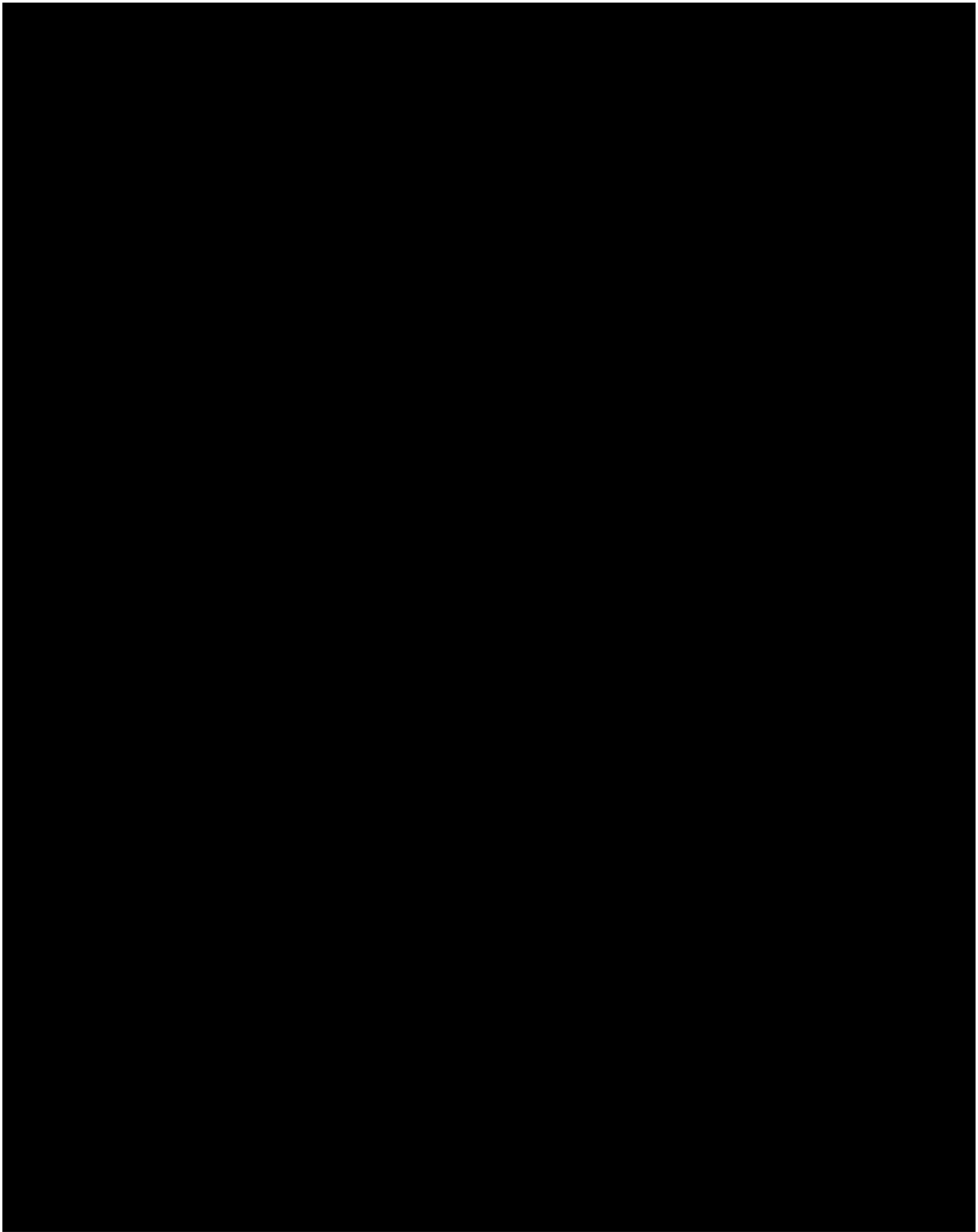


**ARTICLE XII  
MISCELLANEOUS PROVISIONS**



To Purchaser: CHS USA INC.  
2810 Coventry Road  
Oakville, ON, Canada L6H 6R1








**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, as of the date first above written.

**PURCHASER**

CHS USA INC.

By:  \_\_\_\_\_

Name: Walt Stothers  
Title: Chief Financial Officer

**COMPANY**

NEO MEDICAL, INC.

By: \_\_\_\_\_

Name: Tim Duvall  
Title: President and Chief Executive Officer

**SHAREHOLDER**

\_\_\_\_\_  
Tim Duvall

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, as of the date first above written.

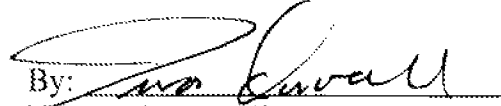
**PURCHASER**

CHS USA INC.


By: \_\_\_\_\_  
Name: Walt Stothers  
Title: Chief Financial Officer

**COMPANY**

NEO MEDICAL, INC.

By:  \_\_\_\_\_  
Name: Tim Duvall  
Title: President and Chief Executive Officer

**SHAREHOLDER**

 \_\_\_\_\_  
Tim Duvall

<b>Status</b>	<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>File Date</b>	<b>Pub./Patent No.</b>	<b>Pub./Issue Date</b>
Pending	Reduced Trauma Micro-Premie Catheter System	US	16/548,460	8/22/2019	2021/0052848	2/25/2021
Pending	Reduced Trauma Micro-Premie Catheter System	CN	202080074298	7/31/2020	114599299	6/7/2022
Pending	Reduced Trauma Micro-Premie Catheter System	EPO	20854821.4	7/31/2020	4013320	2/25/2021



<b>Expires*</b>	<b>Inventor(s)</b>	<b>Owner</b>
	Timothy A. Duvall	<b>Neo Medical Inc.</b>
	Timothy A. Duvall	<b>Neo Medical Inc.</b>
	Timothy A. Duvall	<b>Neo Medical Inc.</b>

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1	Intellectual Property Assets 2021		
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3	<b>DHF's and Product Regulatory Files</b>	<b>ID # if present</b>	<b>Description</b>
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58	<b>Patent Rights</b>		
59	Patent Rights	VLV Exclusive License	US Patents Nos 8,066,678, 7,717,888, 8,728,029, 8,597,253, and 9,713,673
60	Patent Rights	VLV Exclusive License	EP1430921A2, DE60332989D1
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63	TradeMarks	RTM 4678457	NEOMAGIC
64	TradeMarks	RTM 4225168	PowerStick
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66	Software		
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74	FDA & ISO Quality System		
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