

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798196

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900759181		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zutron Medical, LLC		12/26/2022	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	STERIS Instrument Management Services, Inc.		
Street Address:	3316 2nd Avenue North		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35222		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3234793	ZM ZUTRON MEDICAL	
Registration Number:	4362064	ENDO-FLUSH	
Registration Number:	5667360	VALVE PURSE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	4403927111		
Email:	trademarks@steris.com		
Correspondent Name:	Roberta Bertone		
Address Line 1:	5960 Heisley Road		
Address Line 4:	Mentor, OHIO 44060		
NAME OF SUBMITTER:	Roberta Bertone		
SIGNATURE:	/Roberta Bertone/		
DATE SIGNED:	03/28/2023		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), having an effective date of January 3, 2023 (the "Effective Date"), is made by Zutron Medical, LLC, a Missouri limited liability company (the "Assignor"), in favor of STERIS Instrument Management Services, Inc., a Delaware corporation (the "Assignee"), pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of December 16, 2022 (the "Purchase Agreement"). Assignor and Assignee may hereinafter collectively be referred to as the "Parties", and each, individually, as a "Party". All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, conveyed, transferred, and assigned to Assignee, among other assets, all of Assignor's rights, titles and interests in and to all Trademarks listed on Schedule A hereto and all other Trademarks owned by Assignor (all such Trademarks, including, but not limited to the Trademarks listed on Schedule A hereto, hereinafter, the "Acquired Trademarks"), and has agreed to execute and deliver this Assignment in connection therewith.

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles and interests, throughout the world, in and to all Acquired Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Acquired Trademarks, including, without limitation: (a) all rights, titles and interests of any kind whatsoever accruing or arising under any applicable law of any jurisdiction, any international treaties and conventions, and otherwise throughout the world, with respect to any and all such Acquired Trademarks; (b) all rights, titles and interests in and to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) all rights, titles and interests to sue or to bring any action or to assert any claim, whether at law or in equity, against any person or entity with regard to any of the Acquired Trademarks, including without limitation for past, present or future infringement, misappropriation, violation, or unauthorized use of any of the Acquired Trademarks, to obtain injunctive relief therefor, and to recover or collect any damages, royalties, and profits for any such past, present or future infringement, misappropriation, violation, or unauthorized use of any of the Acquired Trademarks.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and all similarly situated foreign officials to record Assignee as the assignee and owner of all right, title and interest in and to the Acquired Trademarks, and to issue any and all issuances, grants, certificates, registrations and renewals therefor to Assignee.

3. All Acquired Trademarks are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this Assignment not been made. Assignor will do, and will cause to be done, all acts reasonably serving to ensure that the Acquired Trademarks are held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this Assignment not been made. Without limiting the generality of the foregoing, Assignor shall execute and deliver, and shall cause to be executed and delivered, to Assignee all lawful documents (including any petitions, affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other instruments, in form and in substance which may be prepared and requested by Assignee) as may be necessary to effect, evidence, or perfect the assignment of the Acquired Trademarks to Assignee or its successors and assigns.

4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, to act for and in its behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee's rights under this Assignment, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns. To that end, Assignor hereby grants the Assignee and its duly authorized representatives the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

5. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject in all respects to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties of Assignor and Assignee contained in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. This Assignment, and the rights, titles, interests, duties and obligations hereunder, are freely assignable by Assignee in whole or in part. The duties and obligations of Assignor under this Assignment may not be assigned, delegated or transferred without the prior written consent of Assignee. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment will 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) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

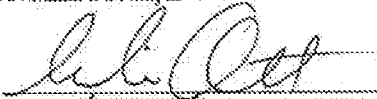
8. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The Parties' signatures may be evidenced by PDF or facsimile transmissions, and each Party may rely on a PDF or facsimile signature on behalf of the other Party as proof of the other Party's execution of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Trademark Assignment Agreement by and through their respective duly authorized officials as of the dates set forth below.

ASSIGNOR:

ZUTRON MEDICAL, LLC

By: 
Name: Mike Hruschak
Title: President
Date: 12-26-22

ASSIGNEE:

STERIS INSTRUMENT MANAGEMENT SERVICES, INC.

By: _____
Name: Michael Tokich
Title: President
Date: _____

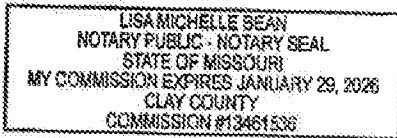
[Signature Page to Zutron Trademark Assignment Agreement]

ACKNOWLEDGMENT AND NOTARY

Country:

State of)
) ss:
County of)

On the 26 day of DECEMBER, 2021, before me personally appeared Mike Anderson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____, of Assignor, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignor.



Lisa Michelle Bean
Notary Public

Notarial Seal

Country:

State of)
) ss:
County of)

On the ___ day of _____, 20___, before me personally appeared Michael Tokich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of Assignee, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignee.

Notary Public

Notarial Seal

[Notary Page to Zutron Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Trademark Assignment Agreement by and through their respective duly authorized officials as of the dates set forth below.

ASSIGNOR:

ZUTRON MEDICAL, LLC

By: _____

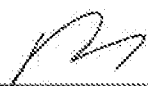
Name: _____

Title: _____

Date: _____

ASSIGNEE:

STERIS INSTRUMENT MANAGEMENT SERVICES, INC.

By:  _____

Name: Michael Tokich

Title: President

Date: January 11, 2023 _____

[Signature Page to Trademark Assignment Agreement]

ACKNOWLEDGMENT AND NOTARY

Country:

State of)
) ss:
County of)

On the ___ day of _____, 20___, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____, of Assignor, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignor.

Notary Public

Notarial Seal

Country:

State of Ohio)
) ss:
County of Lake)

On the 14th day of January, 2023 before me personally appeared Michael Tokich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of Assignee, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignee.



Notary Public

Notarial Seal

BONIFACE E. SPYDER, Notary
NOTARY PUBLIC - STATE OF OHIO
My commission expires on _____
Section 147.03 O.R.C.

SCHEDULE A

Country	Application No.	Application Date	Registration No.	Registration Date	Mark	Status	Owner of Record
US	78/619,465	4/28/2005	3,234,793	4/24/2007	ZM ZLTRON MEDICAL (and design)	Registered	Zutron Medical, L.L.C.
US	85/516,398	1/13/2013	4,362,064	7/2/2013	ENDO-FLUSH	Registered	Zutron Medical, L.L.C.
US	87/675,062	11/7/2017	5,667,360	1/29/2019	VALVE PURSE	Registered	Zutron Medical, L.L.C.