TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM803922

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joerns, LLC		04/07/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Joerns Healthcare, LLC	
Street Address:	2430 WHITEHALL PARK DRIVE	
Internal Address:	SUITE 700	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28273	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 11

	1		_
Property Type	Number	Word Mark	
Registration Number:	3224340	ARISE	
Registration Number:	3822730	AUTOVECTOR	
Registration Number:	2404028	CAIR1000	
Registration Number:	4735532	DOLPHIN	
Registration Number:	2379765	FLAPCAIR	
Registration Number:	3808666	FLUID IMMERSION SIMULATION	
Registration Number:	3437880	PREVAMATT	
Registration Number:	3241450	PROCAIR	
Registration Number:	3232622	TRILINE	
Registration Number:	2278167	TURNCAIR	
Registration Number:	3236168	TXCAIR	

CORRESPONDENCE DATA

Fax Number:

900766650

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.

trademarks@mcguirewoods.com Email:

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

TRADEMARK

REEL: 008045 FRAME: 0300

Address Line 4: Rich	Richmond, VIRGINIA 23219	
NAME OF SUBMITTER:	Christel E. Harlacher	
SIGNATURE:	/Christel E. Harlacher/	
DATE SIGNED:	04/17/2023	

Total Attachments: 3

source=IP Assignment_Joerns LLC to Joerns Healthcare LLC(172771140.1)#page1.tif source=IP Assignment_Joerns LLC to Joerns Healthcare LLC(172771140.1)#page2.tif source=IP Assignment_Joerns LLC to Joerns Healthcare LLC(172771140.1)#page3.tif

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "<u>Assignment</u>") is made as of April 7, 2023 (the "<u>Effective Date</u>") by and between Joerns, LLC, a California limited liability company ("<u>Assignor</u>"), and Joerns Healthcare, LLC a Delaware limited liability company (the "<u>Assignee</u>" and collectively with the Assignor, the "<u>Parties</u>").

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all right, title, and interest in and to the Intellectual Property (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.1. <u>Assignment of Intellectual Property</u>. Effective as of the Effective Date, and for payment of One Dollar (\$1.00) by Assignee to Assignor, Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee acquires from Assignor, all right, title, and interest in and to the intellectual property identified on <u>Schedule 1</u> attached hereto, together with all goodwill associated therewith, any pending applications and registrations therefor, patents, reissues, or extensions that may issue, including from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the patent applications therein, all common law trademark and trade name rights therein, the right to all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable derived from the foregoing, and all rights to sue for any past, present, and future infringement or violation thereof and collect damages therefor (collectively, the "<u>Intellectual Property</u>").
- 1.2. <u>Recordal of Transfer</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Intellectual Property to Assignee or otherwise as Assignee may direct.
- 1.3. <u>Entire Agreement</u>. This Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 1.4. <u>Successors and Assigns</u>. The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.
- 1.5. <u>Severability.</u> If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 1.6. <u>Counterparts</u>. This Assignment may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:	ASSIGNEE
ABBIUNUK.	ABSIGNUE

Joerns, LLC

By: Sell Hoyse

Name: Hannah Haynes

Title: General Counsel, CCO and Officer (Secretary)

Joerns Healthcare, LLC

Name: Hannah Haynes

Title: General Counsel, CCO and Officer (Secretary)

By: destination

SCHEDULE 1 INTELLECTUAL PROPERTY

(a) **Registered U.S. Trademarks:**

Mark	Reg. No.	Goods/Services	
ARISE	3224340	Class 10: Medical products, namely air mattress control systems, air mattresses, low air loss mattress pressure relief system, alternating pressure mattress relief system	
AUTOVECTOR	3822730	Class 10: Mattresses for medical use	
CAIR1000	2404028	Class 10: Air mattresses for medical purposes	
DOLPHIN	4735532	Class 10: Air inflated mattresses and mattress pads and air inflating devices namely, inflation pumps and electronic control units, sold together as a unit, for prevention of bed sores; body support pads and cushions for therapeutic medical use; mattresses for therapeutic pressure relief; mattresses for medical use	
FLAPCAIR	2379765	Class 20: Hospital beds [10] Medical Mattress	
FLUID IMMERSION SIMULATION	3808666	Class 10: Mattress for medical use	
PREVAMATT	3437880	Class 10: Medical products, namely, pressure reducing mattresses.	
PROCAIR	3241450	Class 10: Medical products, namely therapeutic mattress supports, air supported mattresses, therapeutic low pressure mattresses, wound care support mattresses	
≥ TriLine	3232622	Class 10: Medical products, namely mattresses for medical purposes, patient support surfaces, namely pads and overlay mattresses for cushioning patients to provide comfort and avoid injury, wound care products, namely drainage and suction apparatus, bariatric products, namely overlay mattress air mattresses, patient support surfaces, seat cushions, beds, bedframes, for assisting in the medical treatment of bariatric patients, patient safety products, namely pads, bolsters, pneumatic bolsters, and restraints for assisting in maintaining the safety of patients, handicapped walkers, patient lifts, and accompanying documents and manuals	
TURNCAIR	2278167	Class 10: Medical air mattress systems, comprising multiple cushion air mattresses, inflation pumps and electronic control units therefor	
TXCAIR	3236168	Class 10: Medical products, namely air mattresses.	

TRADEMARK
REEL: 008045 FRAME: 0303

(b) <u>U.S. Patents:</u>

RECORDED: 04/18/2023

U.S. Application No.	Filed	U.S. Patent No.	Title
08/823,102	03-24-1997	5963997	LOW AIR LOSS PATIENT SUPPORT
			SYSTEM PROVIDING ACTIVE
			FEEDBACK PRESSURE SENSING
11/002,604	12-02-2004	7155766	BOLSTER SYSTEM AND METHOD
11/704,769	02-09-2007	8261387	SELF INFLATING AIR MATTRESS
11/810,215	06-05-2007	7779496	AIR MATTRESS FOR BED WITH STEP
			DECK