

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITHS MEDICAL ASD, INC.		07/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Smiths Group plc		
Street Address:	11-12 St James's Square		
Internal Address:	4th Floor		
City:	London SW1Y 4LB		
State/Country:	UNITED KINGDOM		
Entity Type:	Public Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4800141	SMITHS MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3124199440		
<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:	312-380-6504		
Email:	dgurfinkel@dennemeyer-law.com		
Correspondent Name:	Daniel M. Gurfinkel		
Address Line 1:	Dennemeyer & Associates, LLC		
Address Line 2:	2 North Riverside Plaza, Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	30100-10166711T 1442135		
NAME OF SUBMITTER:	Daniel M. Gurfinkel		
SIGNATURE:	/daniel m. gurfinkel/		
DATE SIGNED:	04/20/2023		
Total Attachments: 7			
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WHITE & CASE

Dated 12 July 2021

Deed of Assignment of Trade Marks

between

Smiths Medical ASD, Inc.

as Assignor

and

Smiths Group plc

as Assignee

White & Case LLP
5 Old Broad Street
London EC2N 1DW

TRADEMARK
REEL: 008047 FRAME: 0353

This Deed of Assignment is made the 12 day of July 2021 between:

- (1) **Smiths Medical ASD, Inc.**, a company incorporated under the laws of Delaware, USA with registered number 2059958 and whose registered office is at Registered Agent Solutions Inc., 1679 S. DuPont Highway, Suite 100, Dover, DE 19901 (the “**Assignor**”); and
- (2) **Smiths Group plc**, a company incorporated in England and Wales with registered number 00137013 and whose registered office is at 4th Floor 11-12 St James's Square, London, England, SW1Y 4LB, (the “**Assignee**”),

(each, a “**Party**” and together, the “**Parties**”).

Whereas

- (A) The Assignor and the Assignee are affiliates. The Assignor is the registered proprietor or applicant of certain trade marks that contain the mark “Smiths”.
- (B) In connection with a corporate reorganisation, the Assignor has agreed to assign all of its rights, title and interest in and to these trade marks to the Assignee on the terms of this Deed.
- (C) The Parties intend to execute this document as a deed.

This Deed witnesses as follows:

1. Definitions and Interpretation

1.1. In this Deed, the following expressions shall have the following meanings:

“**Trade Marks**” means the registered trade marks and trade mark applications that are listed in Schedule 1 to this Deed.

1.2. In this Deed:

- 1.2.1. references to “**include**” or “**including**” are to be construed without limitation;
- 1.2.2. references to the Schedule are to the schedule of this Deed. The Schedule forms part of this Deed;
- 1.2.3. references to any statute or statutory provision include a reference to that statute or statutory provision as amended, repealed, consolidated or replaced from time to time (whether before or after the date of this Deed) and include any subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.4. references to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

2. Assignment

2.1. In consideration for the payment from the Assignee to the Assignor of £1, receipt of which the Assignor acknowledges, the Assignor hereby assigns, transfers and conveys to the Assignee, absolutely, and the Assignee accepts the assignment of, subject to the terms and conditions of any licences granted to third parties:

- 2.1.1. all of its right, title and interest in and to the Trade Marks, together with all the goodwill relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.2. all statutory and common law rights attaching to the Trade Marks, including:

- 2.1.2.1. the right to bring, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages or account for profits recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Deed; and
- 2.1.2.2. the right to file applications corresponding to, or based on, any of the applications for the Trade Marks, and to claim priority from those applications.

3. Further Assurances

- 3.1. At the Assignee's expense and direction, the Assignor shall:
 - 3.1.1. promptly execute all such documents and to do all such things as the Assignee may reasonably request to give full effect to the provisions of this Deed and to secure to the Assignee the full benefit of the rights assigned to the Assignee under this Deed, including at the Assignee's direction, execution of any short form confirmatory assignments, recordal instruments or other documents to enable the Assignee to fulfil all relevant national registry requirements for the registration or recordal of the assignment of any of the Trade Marks without filing this Deed with the relevant registries; and
 - 3.1.2. pending formal registration or recordal of the assignment to the Assignee of any of the Trade Marks:
 - 3.1.2.1. to the extent the Assignee is not legally permitted to do so, pay all applicable application, filing, registration, renewal, annuity, search fees and other fees relating to the Trade Marks as they fall due and promptly satisfy all official actions issued by any relevant trade mark registry or authority in relation to the Trade Marks;
 - 3.1.2.2. ensure that copies of all correspondence that it, or its agents, receive in relation to the Trade Marks (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and
 - 3.1.2.3. provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions, oppositions or proceedings relating to any of the Trade Marks (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee, in each case where this is necessary to preserve the Assignee's rights in the Trade Marks).
- 3.2. The Assignor appoints the Assignee to be its attorney in its name and on its behalf, to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Deed and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

4. No Representations, Warranties or Covenants

The Assignor does not make, nor shall be deemed to have made, to the Assignee any express or implied representation or warranty or implied covenant, in each case with respect to the Trade Marks.

5. Law and Jurisdiction

- 5.1. This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.
- 5.2. Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, which may arise out of or in connection with this Deed and that accordingly any proceedings arising out of or in connection with this Deed shall be brought only in such courts. Each of the Parties irrevocably submits and agrees to submit to the jurisdiction of such courts and waives (and agrees not to raise) any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in any inconvenient forum or any other ground.

6. Miscellaneous

- 6.1. No variation of this Deed shall be effective unless it is in writing and signed by or on behalf of the Parties.
- 6.2. If any provision of this Deed shall be held to be invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable laws.
- 6.3. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed.
- 6.4. This Deed may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Deed, but all counterparts shall together constitute one and the same instrument.

This document has been executed and delivered as a deed on the date which first appears above.

[Signature blocks overleaf]

Executed as a Deed on behalf of Smiths
Medical ASD, Inc., a company incorporated in
Delaware, USA, by Jeff Vogel
being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company in the presence of:

} Jeff Vogel

Signature of
witness: Lori Sylvia

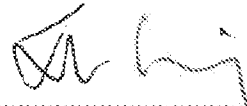
Name (in BLOCK
CAPITALS): Lori Sylvia

Address:
5200 Upper Metro Rd Ste 200
Dublin OH 43017

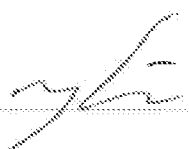
Occupation:
Administrative Coordinator

Executed as a Deed by Smiths Group plc
acting by a director
in the presence of:

}



Signature of
witness:



D. STAPLEY

Name (in BLOCK
CAPITALS): MATTHEW WHITE

Address:
10 QUEENS CANNONS
LONDON, W5 1SF

Occupation:
CHARTERED SECRETARY

[Signature page to Trade Mark Assignment Deed between Smiths Medical ASD, Inc. and Smiths Group plc]

Schedule 1: Trade Marks

Mark	Classes	Country	Application/Registration Number	Status
SMITTHS	10	Taiwan	01473281	Registered
SMITTHS	10	Switzerland	645372	Registered
SMITTHS MEDICAL	9, 10	United States	4800141	Registered
SMITTHS MEDICAL	10	Dominican Republic	2015-13450	Registered
SMITTHS MEDICAL	10	Guatemala	208596	Registered
SMITTHS MEDICAL	10	Argentina	2792114	Registered
SMITTHS MEDICAL	10	El Salvador	64-279-135-136	Registered
SMITTHS MEDICAL	10	Ecuador	IHP_2016_TL_009496	Registered
SMITTHS MEDICAL	10	Venezuela	P361126	Registered
SMITTHS MEDICAL	10	Hong Kong	303955933	Registered