

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM825271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COOK MEDICAL TECHNOLOGIES LLC		07/11/2023	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECS OPCO 1, LLC		
<b>Street Address:</b>	50 Main Street		
<b>Internal Address:</b>	Suite 1013		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3525301	TURBO-JECT	
<b>Registration Number:</b>	2712111	VENTRICLEAR	
<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>Phone:</b>	5616535000		
<b>Email:</b>	ip@akerman.com		
<b>Correspondent Name:</b>	Peter A. Chiabotti		
<b>Address Line 1:</b>	777 South Flagler Drive		
<b>Address Line 2:</b>	Suite 1100 West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	00411546		
<b>NAME OF SUBMITTER:</b>	Peter A. Chiabotti		
<b>SIGNATURE:</b>	/Peter A. Chiabotti/		
<b>DATE SIGNED:</b>	07/18/2023		
<b>Total Attachments: 7</b>			
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## Trademark Assignment

This Trademark Assignment ("Trademark Assignment") is made and entered into as of July 11, 2023, by and between Cook Medical Technologies LLC, an Indiana limited liability company ("Assignor"), and ECS OPCO 1, LLC, a Delaware limited liability company ("Assignee").

### **Recitals**

A. Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of the date hereof ("IP Assignment"), by and between Assignor and Assignee, pursuant to which, Assignor has conveyed, transferred, and assigned to Assignee, certain Intellectual Property Rights of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined herein shall have the meaning given to such terms in the IP Assignment.

### **Agreement**

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Trademark Assignment as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein and for good and valuable consideration, including \$10.00 USD, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest, free and clear of all liens and encumbrances, of the following:

(a) the trademark registrations and trademark applications set forth on Schedule A1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Terms of the IP Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Assignment, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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**IN WITNESS WHEREOF**, this Trademark Assignment has been executed and delivered on the date first above written.

**ASSIGNEE:**

**ECS OPCO 1, LLC**

a Delaware limited liability company

By: Richard Fay

Name: Richard Fay

Title: Chief Executive Officer

Address: 50 Main Street

Suite 1013

White Plains, New York 10606

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008136 FRAME: 0901**

**ASSIGNOR:**

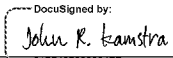
**COOK MEDICAL TECHNOLOGIES LLC**

an Indiana limited liability company

750 Daniels Way

P.O. Box 2269

Bloomington, Indiana 47402

By: 

Name: John R. Kamstra

Title: Secretary and Treasurer

Address: 750 Daniels Way

P.O. Box 2269

Bloomington, Indiana 47402

**Schedule A1**

**Trademark Registrations and Applications**

<b><u>Owner</u></b>	<b><u>TM/AN/RN</u></b>	<b><u>Status/Key Dates</u></b>	<b><u>Full Goods/Services</u></b>
Cook Medical Technologies LLC	TURBO-JECT RN: 3525301 SN: 77260315	Renewed, October 13, 2018 Office Status: Registered and Renewed Int'l Class: 10 First Use: December 31, 2007 Filed: August 21, 2007 Registered: October 28, 2008 Last Renewal: October 28, 2018 Register Type: Principal Register	IC 10: Medical device, namely, a catheter
Cook Medical Technologies LLC	VentriClear RN: 2712111 SN: 76367029	Renewed, April 19, 2013 Office Status: Registered and Renewed Int'l Class: 10 First Use: July, 2002 Filed: February 5, 2002 Registered: April 29, 2003 Last Renewal: April 17, 2023 Register Type: Principal Register	IC 10: Drainage catheter
Cook Medical Technologies LLC	TURBO-FLO RN: TMA569849 AN: 1070295	Canada Renewed Last Status Received: Renewed, October 29, 2017 Office Status: Registered Filed: August 9, 2000 Registered: October 29, 2002 Last Renewal: October 29, 2017 Expiration Date: October 29, 2032	IC 10: Goods: Medical device, namely, a central venous catheter.
Cook Medical Technologies LLC	TURBO-JECT RN: TMA784208 AN: 1379492	Canada Registered Last Status Received: Registered, December 6, 2010 Office Status: Registered Filed: January 16, 2008 Registered: December 6, 2010 Expiration Date: December 6, 2025	IC 10: Goods: Medical device, namely, a catheter.
Cook Medical Technologies LLC	TURBO-FLO RN: P-481372 AN: 09322/2000	Switzerland Renewed Registered Last Status Received: Registered Filed: August 8, 2000 Registered: February 7, 2001	IC 10: Medical apparatus and instruments, in particular central venous catheters.

<u>Owner</u>	<u>TM/AN/RN</u>	<u>Status/Key Dates</u>	<u>Full Goods/Services</u>
		Last Renewal: July 16, 2020 Expiration Date: August 8, 2030	
Cook Medical Technologies LLC	TURBO-JECT RN: P-569784 AN: 50224/2008	Switzerland Renewed Registered Last Status Received: Registered Filed: January 8, 2008 Registered: April 1, 2008 Last Renewal: January 8, 2018 Expiration Date: January 8, 2028	IC 10: Surgical and medical apparatus and instruments, in particular catheters.
Cook Medical Technologies LLC	TURBO-FLO AN: UK00901798891	United Kingdom Registered Last Status Received: Registered, October 04, 2001 Filed: August 8, 2000 Registered: October 4, 2001 Expiration Date: August 8, 2030	IC 10: Medical devices, including central venous catheters.
Cook Medical Technologies LLC	TURBO-JECT AN: UK00906564124	United Kingdom Registered Last Status Received: Registered, November 05, 2008 Filed: January 9, 2008 Registered: November 5, 2008 Expiration Date: January 9, 2028	IC 10: Medical device, namely, a catheter.
Cook Medical Technologies LLC	TURBO-FLO RN: 001798891 AN: 001798891	European Union Registered Last Status Received: Registered, November 5, 2001 Filed: August 8, 2000 Registered: October 4, 2001 Expiration Date: August 8, 2030	IC 10: Medical devices, including central venous catheters.
Cook Medical Technologies LLC	TURBO-JECT RN: 006564124 AN: 006564124	European Union Registered Last Status Received: Registered, December 29, 2008 Filed: January 9, 2008 Registered: November 5, 2008 Expiration Date: January 9, 2028	IC 10: Medical device, namely, a catheter.
Cook Medical Technologies LLC	TURBO-FLO RN: 845382 AN: 845382	Australia Registered Last Status Received: Registered Office Status: Registered: Registered/protected Filed: August 7, 2000	IC 10: A medical device, namely, a central venous catheter



<u>Owner</u>	<u>TM/AN/RN</u>	<u>Status/Key Dates</u>	<u>Full Goods/Services</u>
		Registered: March 19, 2001 Expiration Date: August 7, 2030	
Cook Medical Technologies LLC	TURBO-JECT RN: 1218647 AN: 1218647	Australia Registered Last Status Received: Registered Office Status: Registered: Registered/protected Filed: January 8, 2008 Registered: May 26, 2008 Expiration Date: January 8, 2028	IC 10: Medical equipment and apparatus; medical device, namely, a catheter
Cook Medical Technologies LLC	TURBO-JECT  RN: 6500968 AN: 6500968-10	China Registered Last Status Received: Registered Office Status: 商标转让 - 核准 证明打印发送 - 结束 Filed: January 9, 2008 Registered: March 21, 2010 Expiration Date: March 20, 2030	IC 10: Medical apparatus and instruments, Catheters
Cook Medical Technologies LLC	TURBO-JECT RN: 1640805 AN: 1640805	CHENNAI - Registered Last Status Received: Registered Filed: January 14, 2008 Registered: January 14, 2008 Expiration Date: January 14, 2028	IC 10: medical device, namely, a catheter (in international class 010), surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials
Cook Medical Technologies LLC	TURBO-JECT  RN: 5162754 AN: 2008-000558	Japan Renewed Last Status Received: Renewed Filed: January 8, 2008 Registered: August 29, 2008 Last Renewal: August 28, 2018 Expiration Date: August 29, 2028	IC 10: Catheters, other medical equipment
Cook Medical Technologies LLC	TURBO-JECT  RN: 4007670420000 AN: 4020080002998	Republic of Korea Registered Last Status Received: Registered Filed: January 21, 2008 Registered: October 30, 2008	IC 10: medical device, namely, a catheter