TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM832150

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

EFFECTIVE DATE: 12/31/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermedx, LLC		01/20/2023	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Stryker Corporation		
Street Address:	2825 Airview Boulevard		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49002		
Entity Type:	Corporation: MICHIGAN		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6463773	X-FLO
Registration Number:	5219736	FLUIDSMART
Registration Number:	3958169	THERMEDX

CORRESPONDENCE DATA

9086547866 Fax Number:

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.

Phone: 908-654-5000

Email: trademark@lernerdavid.com

KEVIN M. KOCUN **Correspondent Name:** Address Line 1: Lerner David LLP Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

ATTORNEY DOCKET NUMBER:	SYKCOR.139
NAME OF SUBMITTER:	THERESA R. WATTS
SIGNATURE:	/Theresa R. Watts/
DATE SIGNED:	08/15/2023

Total Attachments: 6

TRADEMARK REEL: 008168 FRAME: 0641

900793498

source=Confirmatory Trademark Assignment from Thermedx, LLC to Stryker Corporation - 1.20.23#page1.tif source=Confirmatory Trademark Assignment from Thermedx, LLC to Stryker Corporation - 1.20.23#page2.tif source=Confirmatory Trademark Assignment from Thermedx, LLC to Stryker Corporation - 1.20.23#page3.tif source=Confirmatory Trademark Assignment from Thermedx, LLC to Stryker Corporation - 1.20.23#page4.tif source=Confirmatory Trademark Assignment from Thermedx, LLC to Stryker Corporation - 1.20.23#page5.tif source=US - Trademarks#page1.tif

TRADEMARK
REEL: 008168 FRAME: 0642

NOTARIAL CERTIFICATION

TO WHOM IT MAY CONCERN:

This will certify that I, KEITH E. GILMAN, do hereby attest that the attached copy of the Confirmatory Trademark Assignment from **Thermedx**, **LLC**, a corporation incorporated under the laws of Ohio, having its principal place of business at 31200 Solon Road #1, Solon, Ohio, 44139, United States of America to **Stryker Corporation**, a company organized and existing under the laws of the State of Michigan, having its principal place of business at 2825 Airview Boulevard, Kalamazoo, Michigan 49002, United States of America, is a true copy of the original.

KEITH E. GILMAN, Attorney at Law

UNITED STATES OF AMERICA)

STATE OF NEW JERSEY

) SS:

COUNTY OF UNION

3

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On Jakuary 31, 2023, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

Notary E

EKATERINE MARGIANI NOTARY PUBLIC STATE OF NEW JERSEY

MY COMMISSION EXPIRES DEC. 8, 2025

TRADEMARK
REEL: 008168 FRAME: 0643

CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment") is entered into as of December 31, 2022, by and between THERMEDX, LLC, a corporation incorporated under the laws of Ohio, having its principal place of business at 31200 Solon Road #1, Solon, Ohio, 44139, United States of America ("Assignor"), and STRYKER CORPORATION, a company organized and existing under the laws of the State of Michigan, having its principal place of business at 2825 Airview Boulevard, Kalamazoo, Michigan 49002 ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, under the terms set forth in a separate Assignment of Third Party Agreements and Intellectual Property Transfer Agreement dated December 31, 2022 ("the <u>Prior Agreement</u>"), which is governed by the laws of the State of Michigan, Assignor assigned, transferred and conveyed all of its right, title and interest in and to, *inter alia*, (i) all of the trademarks, trademark applications and trademark registrations identified on Schedule A of this Assignment (the "<u>Marks</u>"), (ii) all legal equivalents of the Marks throughout the world, (iii) all common law rights and the goodwill of the business connected with the use of and symbolized by the Marks, in the United States and throughout the world and (iv) the right to sue and collect past damages in connection with the Marks, in the United States and throughout the world (i-iv collectively referred to as the "<u>Trademark Rights</u>"), and Assignce agreed to accept the Trademark Rights.

NOW, THEREFORE, the parties specify that the consideration money has been already paid at the time of the deed of assignment, and therefore they ask the fiscal registration of this deed at fixed tax, the receipt whereof is acknowledged, the Parties also acknowledge the receipt and exchange of other good and valuable consideration associated with the Prior Agreement, which has been kept confidential, the receipt and sufficiency of which is hereby acknowledged, and the sum of one U.S. Dollar (\$1.00), the receipt whereof is acknowledged, the Parties hereby agree as follows:

- I. To confirm the above-noted assignment pursuant to the Prior Agreement, as of December 31, 2022, nunc pro tunc, Assignor hereby assigns, transfers, conveys and sets over to the Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest, in the United States and throughout the world, in and to the Trademark Rights, to have and to hold the same, unto Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such rights.
- 2. Assignor hereby agrees, without further consideration and without expense to the Assignor, to sign all documents and to perform all other lawful acts which the Assignee may reasonably request to make this Assignment of the Trademark Rights fully effective.
- 3. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan in the United States of America.

1

5. This Assignment may be executed and delivered (including electronically) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly signed on its behalf. THERMEDX, LLC ASSIGNOR Title: Date STATE OF : 33. COUNTY OF The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On January 20, 2023, he/she appeared before me and acknowledged that he/she has read the accompanying instriment and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an culity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same. **EKATERINE MARGIANI** My Commission Expires: NOTARY PUBLIC. STATE OF NEW JERSEY MY COMMISSION EXPIRES DEC. 8, 2025 S Date STATE OF 1.33% COUNTY OF The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On <u>Jakuary</u> 20, 2023 , he/she appeared before me and acknowledged that be/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same. Residing at -

> NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES DEC. 6, 2025

My Commission EKATEPINE MARGIANI

TRADEMARK REEL: 008168 FRAME: 0646

SCHEDULE A

Marks

TITLE	COUNTRY	APP. NO.	DATE	REG. NO.	REG.	STATUS
			FILED		DATE	
X-FLO	US	87451149	May 16,	6463773	Aug 24,	Registered
			2017		2021	
FLUIDSMART	US	87027762	May 6,	5219736	Jun 6,	Registered
			2016		2017	
THERMEDX	US	77498524	Jun 13,	3958169	May	Registered
			2008		10 _s	
				:	2011	
THERMEDX	EM	007444375	Dec 5,	007444375	Jun 16,	Registered
			2008		2009	
THERMEDX	GB	UK00907444375	Dec 5,	UK00907444375	Jun 16,	Registered
			2008		2009	:

TRADEMARK REEL: 008168 FRAME: 0647

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TM	TM	TM	Ргорану Туре
SU	US	SN	Country
77498524	87027762	87451149	Applin, No.
Jun 13, 2008	May 6, 2016	May 16, 2017	Applie Bate
3958169	5219736	6463773	Reg No.
May 10, 2011	Jun 6, 2017	Aug 24, 2021	Ring Balle
THERMEDX	FLUIDSMART	X-FLO	Bille
Registered	Registered	Registered	ease Status

TRADEMARK REEL: 008168 FRAME: 0648

RECORDED: 08/15/2023