

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gyrus Medical Limited		03/27/2023	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Olympus Winter & IBE GMBH		
Street Address:	KUEHNSTRASSE 61		
City:	Hamburg		
State/Country:	GERMANY		
Postal Code:	22045		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2699943	PLASMAKINETIC	
Registration Number:	2862006	PLASMACISION	
Registration Number:	4259580	PLASMASPATULA	
CORRESPONDENCE DATA			
Fax Number:	6123051414		
<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:	6123051400		
Email:	acl@dewittlp.com		
Correspondent Name:	DeWitt LLP		
Address Line 1:	901 Marquette Avenue		
Address Line 2:	Suite 2100		
Address Line 4:	Minneapolis, MINNESOTA 55402-3713		
NAME OF SUBMITTER:	James T. Nikolai		
SIGNATURE:	/James T. Nikolai/		
DATE SIGNED:	09/08/2023		
Total Attachments: 6			
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DATED 27.03.2023

- (1) GYRUS MEDICAL LIMITED
- (2) OLYMPUS WINTER & IBE GMBH

TRADE MARK ASSIGNMENT

THIS AGREEMENT is made on27.03.2023

BETWEEN:-

- (1) **GYRUS MEDICAL LIMITED** (No 0234999) whose registered office is at Castleton Court, Fortran Road, Cardiff, South Glamorgan, CF3 0LT ("**Assignor**"); and
- (2) **OLYMPUS WINTER & IBE GMBH** (No HRB 16328o) whose registered office is at Kuehnstrasse 61, 22045 Hamburg, Germany ("**Assignee**").

BACKGROUND:

- (A) The Assignor is the applicant or registered proprietor of and owns the rights in the Trade Marks (as defined below) set out in the Schedule.
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement:-

"**Trade Marks**" means the trade mark applications and registrations, short particulars of which are set out in the Schedule to this Agreement.

In this Agreement, unless the context otherwise requires:-

- 1.2.1 references to the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 1.2.2 references to the parties are to the parties to this Agreement;
- 1.2.3 references to the Clauses or Schedules are to the clauses of and the schedules to this Agreement and references to this Agreement include the background recitals and the Schedules;
- 1.2.4 reference to any party shall include that party's personal representatives, successors and permitted assigns;
- 1.2.5 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- 1.2.6 the headings do not affect the interpretation of this Agreement.

2. ASSIGNMENT

2.1 In consideration of the sum of one pound (£1) paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to:

- 2.1.1 the Trade Marks;
- 2.1.2 all goodwill attaching to the Trade Marks together with the goodwill of the business relating to those goods and/or services in respect of which the Trade Marks have been used; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other

cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this Agreement.

3. FURTHER ASSURANCE

3.1 The Assignor shall at the Assignee's reasonable cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement, including to assist the Assignee with the recordal of the transfer of the Trade Marks with the relevant Intellectual Property Offices. The parties agree it is the responsibility of the Assignee to record the transfer of the Trade Marks with the relevant Intellectual Property Offices.

3.2 The Assignor shall, subject to the Assignee paying its reasonable costs, assist the Assignee in obtaining, defending and enforcing the Trade Marks and assisting with any proceedings which may be brought by or against the Assignee against or by any third party relating to the Trade Marks.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreements and understandings between the parties relating to the subject matter of this Agreement. Nothing in this clause shall operate to exclude any liability for fraud.

5. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

6. VARIATION

No variation or amendment of this Agreement shall bind any of the parties unless made and agreed to in writing by duly authorised officers of each party.

7. COUNTERPARTS

7.1 This Agreement may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this Agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

7.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

8. LAW AND JURISDICTION

This Agreement shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of, or in connection with, this Agreement.

**SCHEDULE
THE TRADE MARKS**

MARK	STATUS	DESIGNATIONS	APPLICATION DATE	APPLICATION NO	GRANT DATE	GRANT NO
PLASMAKINETIC	GRANT		05/02/2009	CN7188938	28/04/2022	CN7188938
PLASMAKINETIC	GRANT		23/03/2000	UK00002226764	15/12/2000	UK00002226764
PLASMAKINETIC	GRANT		04/08/2006	UK00800899001	03/09/2007	UK00800899001
PLASMAKINETIC	GRANT		10/01/2017	IN3454515	10/01/2017	IN3454515
PLASMAKINETIC	FILED		02/03/2017	TH170106981		
PLASMAKINETIC	GRANT		11/03/2002	US76380593	25/02/2003	US2699943
PLASMAKINETIC	GRANT		14/10/2019	VN4-2019-40525	22/12/2021	VN407023
PLASMAKINETIC	GRANT	CN, EM, JP, TR	04/08/2006	WO899001	04/08/2006	WO899001
PLASMA-SECT	GRANT		23/03/2000	GB00002226760	01/09/2000	GB00002226760
PLASMA-V	GRANT		23/03/2000	GB00002226762	01/09/2000	GB00002226762
Plasma-cise	GRANT		23/03/2000	GB00002226956	15/09/2000	GB2226956
PLASMACION	GRANT		22/01/2002	GB00002290639	12/07/2002	GB00002290639
PLASMACION	GRANT		04/08/2006	GB800899002	03/09/2007	GB800899002
PLASMACION	GRANT		16/07/2002	US76431856	29/04/2003	US2862006
PLASMACION	GRANT	AU, CN, EM, JP	04/08/2006	WO899002	04/08/2006	WO899002
PLASMASPATULA	GRANT		30/04/2012	US76711373	18/12/2012	US4259580

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VERSAPOINT	GRANT		13/02/1997	CA0836334	13/09/2000	TMA532619
VERSAPOINT	GRANT		15/04/2009	CN7326049	14/08/2010	CN7326049
VERSAPOINT	GRANT		15/04/2009	CN7326048	14/08/2010	CN7326048
VERSAPOINT	GRANT		13/02/1997	EM457077	15/10/1998	EM457077
VERSAPOINT	GRANT		12/02/1997	GB900457077	15/10/1998	GB900457077
VERSAPOINT	GRANT		13/02/1997	HEI 09-15448	11/12/1998	JP4220695
VERSAPOINT	GRANT	BR, GB, US	22/01/2020	WO1526752	22/01/2020	WO1526752

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SIGNED by the parties on the date which first appears in this Agreement

Signed for and on behalf of **GYRUS MEDICAL LIMITED:**

Signed Simon Edwards
Simon Edwards (Mar 24, 2023 10:54 GMT)

Name Simon Edwards

Position Executive Managing Director

Date 24/03/2023

Signed D.R. Dickens
D.R. Dickens (Mar 24, 2023 09:50 GMT)

Name D R Dickens

Position Director of Finance

Date 24/03/2023

Signed for and on behalf of **OLYMPUS WINTER & IBE GMBH:**

Signed Christian Meyer

Name Christian Meyer

Position Executive Managing Director

Date 24/03/2023

Signed C. Zangemeister
C. Zangemeister (Mar 27, 2023 12:48 GMT+2)

Name C. Zangemeister

Position Director

Date 27/03/2023

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RECORDED: 09/08/2023

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