

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surgical Specialties Corporation		11/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Unique Technologies Inc.		
Street Address:	8 Corporate Boulevard		
City:	Sinking Spring		
State/Country:	PENNSYLVANIA		
Postal Code:	19608-8942		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1425636	SHARPOINT	
Registration Number:	1788836	SHARPTOME	
Registration Number:	2738444	ULTRAPLUG	
Registration Number:	3051529	INFINITE EDGE	
Registration Number:	2964393	CLEARPORT	
CORRESPONDENCE DATA			
Fax Number:	6173957070		
<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:	6173957002		
Email:	pcltrademarks@lalaw.com		
Correspondent Name:	Peter C. Lando		
Address Line 1:	60 State Street, 23rd Floor		
Address Line 2:	LANDO & ANASTASI, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Peter C. Lando		
SIGNATURE:	/Peter C. Lando/		
DATE SIGNED:	12/04/2023		
Total Attachments: 3			

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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement ("Assignment"), dated as of November 20, 2023 and made effective as of September 30, 2023 (the "Closing"), is made by Surgical Specialties Corporation, a Delaware corporation, having a principal place of business at 247 Station Drive, Suite NE1, Westwood, Massachusetts 02090 ("Transferor") and Unique Technologies Inc., a Pennsylvania corporation, having a principal place of business at 8 Corporate Boulevard, Suite 100, Sinking Spring, Pennsylvania 19608-8942 ("Transferee"). Transferee and Transferor are each referred to as a "Party" and together as the "Parties".

WHEREAS, under the terms of that certain Contribution Agreement by and between Transferee, Transferor, and certain other parties, dated as of September 30, 2023 (the "Contribution Agreement"), Transferor has contributed, transferred, conveyed, assigned, and delivered to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual provisions set forth in this Agreement and the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Assignment. Effective as of the Closing, immediately following the Corza Medical Contribution (as defined in the Contribution Agreement), Transferor hereby irrevocably contributes, transfers, conveys, assigns, and delivers to Transferee, and Transferee hereby acquired from Transferor, the patents, patent applications, trademark registrations and trademark applications set forth in Schedule I hereto (such patents, patent applications, trademark registrations, and trademark applications, collectively, the "Assigned IP"), together with all goodwill associated therewith and all income, royalties, damages and payments due or payable as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Transferee. At the request of Transferee or its successors or assigns, Transferor shall execute and deliver any instruments, and do and perform any other acts and things as may be reasonably necessary or desirable to effect and evidence the transactions contemplated hereby, including the execution, acknowledgment, and recordation of any instruments.

3. Terms of the Contribution Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Assignment may be executed in one or more counterparts (including by means of telecopied signature pages), each of which shall be deemed to be an original, but all of which shall be one and the same document.

[SIGNATURE PAGE FOLLOWS]

Each of the Parties, by its duly authorized representative, has caused this IP Purchase Agreement to be duly executed on the date written below.

Surgical Specialties Corporation

Henry A. Burmeister IV
Signature

Henry A. Burmeister IV

Director

Unique Technologies Inc.

Henry A. Burmeister IV
Signature

Henry A. Burmeister IV

Director

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Patents

Country	Status	Serial Number	Patent Number
US	GRANTED	10/942437	8080027
US	GRANTED	13/892270	9615973

Trademarks

Country	Status	Registration Number	Trademark
US	Registered	1425636	SHARPOINT
UK	Registered	UK00906248512	SHARPOINT
DE	Registered	30310176	SHARPOINT
CH	Registered	2P-336673	SHARPOINT
EU	Registered	006248512	SHARPOINT
IT	Registered	0000888839	SHARPOINT
CA	Registered	TMA317519	SHARPOINT
FR	Registered	1553094	SHARPOINT
SP	Registered	M2094474	SHARPOINT
SK	Registered	VR 1981 01915	SHARPOINT
MX	Registered	1582662	SHARPOINT
US	Registered	1788836	SHARPTOME
IT	Registered	0000644758	SHARPTOME
DE	Registered	2050231	SHARPTOME
CH	Registered	646013	SHARPTOME
US	Registered	2738444	ULTRAPLUG
US	Registered	3051529	INFINITE EDGE
US	Registered	2964393	CLEARPORT