TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM868430

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARTWELL MEDICAL LLC		01/05/2024	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	TRI-TECH FORENSICS, INC.	
Street Address:	3811 International Boulevard NE	
Internal Address:	Suite 100	
City:	Leland	
State/Country:	NORTH CAROLINA	
Postal Code:	28451	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1974844	ВІОНООР
Registration Number:	3676468	BRITEVIEW
Registration Number:	3537001	COMBICARRIER
Registration Number:	3664630	COMBICARRIER II
Registration Number:	1530733	EVAC-U-SPLINT
Registration Number:	3536979	FASPLINT
Registration Number:	4073660	FASPLINT FULLBODY
Registration Number:	4285754	FASPLINT HALFBACK
Registration Number:	3676257	GRANDVIEW
Registration Number:	3705177	HARTWELL MEDICAL
Registration Number:	3449099	SUREVENT

CORRESPONDENCE DATA

Fax Number: 9735972400

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.

9735972500 Phone:

Email: Istrademark@lowenstein.com **Correspondent Name:** Jenna-Marie Tracy, Esq.

TRADEMARK

REEL: 008317 FRAME: 0175

900828325

Address Line 1: Lowenstein Sandler LLP
Address Line 2: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	30264.10
NAME OF SUBMITTER:	Jenna-Marie Tracy, Esq.
SIGNATURE:	/Jenna-Marie Tracy, Esq./
DATE SIGNED:	01/16/2024

Total Attachments: 8

source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page1.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page2.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page3.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page4.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page5.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page6.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page7.tif source=Hartwell Medical LLC to Tri-Tech Forensics, Inc. (IP Assignment)#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of January <u>5</u>, 2024 by and between Hartwell Medical LLC, a California limited liability company, with offices located at 6354 Corte Del Abeto, Suite F, Carlsbad, CA 92011 (the "Assignor"), and Tri-Tech Forensics, Inc., a Delaware corporation, with offices located at 3811 International Boulevard NE, Suite 100, Leland, NC 28451 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement of an even date herewith (the "Purchase Agreement"), to which Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in and the registered and applied-for intellectual property set forth on **Annex A** (collectively, the "Assigned IP"), and to execute and deliver this IP Assignment Agreement and the recordable assignments attached hereto for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office, and corresponding entities and agencies in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, and transfers and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:
- a) all applications for patents and patents set forth on **Annex A** (including all issuances, divisions, continuations, provisionals, substitutes, continuations-in-part, reissues, extensions, reexaminations and renewals thereof and the inventions described, claimed or disclosed therein);
- b) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on **Annex A** hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on **Annex A**, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on **Annex A**;
- c) all domain name(s), websites, and any associated content set forth on **Annex A**;

- d) any and 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;
- e) any and 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;
- f) 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; and
- g) 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, 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.
 - Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks 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 Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take, at Assignee's sole expense, such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee. These actions may include with respect to the Assigned IP, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the applicable domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.
 - 3. <u>Successors and Assigns</u>. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
 - 4. <u>Counterparts</u>. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.
 - 5. <u>Severability</u>. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity,

illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of 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). The parties irrevocably submit to the jurisdiction of the courts of the State of Delaware and the United States District Court located in Delaware in any action arising out of or relating to this IP Assignment Agreement, and hereby irrevocably agree that all claims in respect of such action shall be heard and determined in such state or federal court. Each of the parties hereby irrevocably waives all right to trial by jury in any action or counterclaim arising out of or relating to this IP Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

HARTWELL MEDICAL LLC, a California limited liability company

By: Low 12 Williams, Manager

By: ______ Matthew A. Garrett, Manager

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

HARTWELL MEDICAL LLC,

a California limited liability company

By: Gary R. Williams, Manager

By: Matthew l. Carrett

By: A Garrett, Manager

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment Agreement as of the date first written above.

AGREED TO AND ACCEPTED:

TRI-TECH FORENSICS, INC.

Name/James Seidel

Its: Chief Executive Officer

[Annex A to IP Assignment Agreement]

Annex A

Intellectual Property

Patents

U.S. Patents:

Patent No.	Filing Date	Title
9,445,933-B2	November 25, 2008	Vacuum Splint

Trademarks

U.S. Registered Trademarks:

Trademark	Reg. No.	Registration Date
BIO-HOOP	1,974,844	May 21, 1996
BRITEVIEW	3,676,468	September 1, 2009
COMBICARRIER	3,537,001	November 25, 2008
COMBICARRIER II	3,664,630	August 4, 2009
EVAC-U-SPLINT	1,530,733	March 21, 1989
FASPLINT	3,536,979	November 25, 2008
FASPLINT FULLBODY	4,073,660	December 20, 2011
FASPLINT HALFBACK	4,285,754	February 5, 2013
GRANDVIEW	3,676,257	September 1, 2009
HARTWELL MEDICAL	3,705,177	November 3, 2009
SUREVENT	3,449,099	June 17, 2008

Foreign Trademark Registrations and Applications:

Country	Trademark	Reg. No.	Registration Date
Australia	COMBICARRIER	1774441	April 5, 2016
WIPO	COMBICARRIER	1,298,536	April 5, 2016
Japan	COMBICARRIER	1298536	April 5, 2016
New Zealand	COMBICARRIER	1044220	April 5, 2016
CTM/EUT MIR	COMBICARRIER	1,298,536	April 5, 2016

Country	Trademark	Reg. No.	Registration Date
United	COMBICARRIER	UK00801298536	April 5, 2016
Kingdom			
United	EVAC-U-SPLINT	UK00001396756	September 15, 1989
Kingdom			

Domain Names

hartwellmedical.com

RECORDED: 01/16/2024

hartwellmedicalstore.com

[Annex A to IP Assignment Agreement]