

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Healthcare Products, Inc.		07/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allied Medical, LLC		
Street Address:	1720 Sublette Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4138244	CARBO2LIME	
Registration Number:	3861443	LITHOLYME	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<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:	2022937060		
Email:	tm@sughrue.com		
Correspondent Name:	GABRIELLE S. ROTH/SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE NW, SUITE 9000		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	D6392002		
NAME OF SUBMITTER:	Gabrielle S. Roth		
SIGNATURE:	/Gabrielle S. Roth/		
DATE SIGNED:	01/26/2024		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (NEW YORK)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of this 12th day of July, 2023, is made by Allied Healthcare Products, Inc., a Delaware corporation ("Seller"), in favor of Allied Medical, LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement – New York, made and entered into as of May 7, 2023 (as amended from time to time, the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, assigned, transferred, conveyed, and delivered (or caused to be sold, assigned, transferred, conveyed and delivered) to Purchaser, among other assets, the Purchased Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding Governmental Bodies in all applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys, and delivers (and shall cause to be sold, assigned, transferred, conveyed, and delivered) to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the Business, or that portion of the Business to which the trademark pertains, and that Business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all foreign filings, applications and registrations based on or claiming the benefit of the Patents, Trademarks and Copyrights assigned under subsections (a) – (c) above;

(e) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(f) 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 the right to sue for, collect and recover damages, profits and any other remedy in connection therewith, for past, present or future infringement,

dilution, misuse, breach, default, misappropriation or other violation related to any of the foregoing assets.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding Governmental Bodies in all applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchased Intellectual Property to Purchaser, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts; Electronic Transmission. This IP Assignment may be executed in multiple counterparts, all of which shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature or other electronic transmission and such facsimile signature or other electronic transmission shall be deemed an original.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. **THIS IP ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE), EXCEPT TO THE EXTENT SUCH LAWS ARE SUPERSEDED BY THE BANKRUPTCY CODE OR OTHER APPLICABLE FEDERAL LAW.**

* * * * *

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

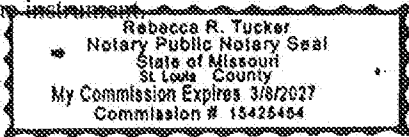
ALLIED HEALTHCARE PRODUCTS, INC.

By: [Signature]
Name: Akash Amin
Title: President and Chief Executive Officer
Address for Notices: Allied Healthcare Products, Inc., 1720 Sublette Avenue, St. Louis, MO 63110

ACKNOWLEDGMENT
STATE OF Missouri
COUNTY OF St. Louis

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)SS.
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On the 12th day of July, 2023, before me personally appeared Akash Amin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the President & Chief Executive Officer of ALLIED HEALTHCARE PRODUCTS, INC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED HEALTHCARE PRODUCTS, INC. for the uses and purposes mentioned in the instrument.



Rebecca R. Tucker
Notary Public
Printed Name: Rebecca R. Tucker

My Commission Expires: 3/8/2027

AGREED TO AND ACCEPTED:

ALLIED MEDICAL, LLC

By: _____
Name: Khashayar Poormand
Title: President
Address for Notices: Allied Medical, LLC, c/o Flexicare Inc., 15281 Barranca Pkwy, Unit D, Irvine, CA 92618

ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____

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)SS.
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On the _____ day of _____, _____, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the _____ of ALLIED MEDICAL, LLC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED MEDICAL, LLC. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires:

(Signature Page to Intellectual Property Assignment Agreement (New York))

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents and Patent Applications


Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
Carbon dioxide absorbent	USA	06/01/2010	US-7727309-B2
Carbon dioxide absorbent	USA	09/04/2008	US-20080210091-A1
Portable carbon dioxide absorption system	USA	12/15/2020	US-10864480-B2
Portable carbon dioxide absorption system	USA	12/31/2019	US-10518214-B2
Portable carbon dioxide absorption system	USA	01/28/2021	US-20210025503-A1
PORTABLE CARBON DIOXIDE ABSORPTION SYSTEM ** ACCELERATED EXAM **	JP		6743311
Portable carbon dioxide absorption system	Hong Kong	10/16/2020	HK40019787A
Portable carbon dioxide absorption system	Russian Federation	11/19/2020	RU2736764C1
Portable carbon dioxide absorption system	Mexico	10/21/2019	MX2019010372A
Portable carbon dioxide absorption system	Japan	11/12/2020	JP2020182951A
Carbon dioxide absorbent	Israel	09/02/2016	IN275381B
Carbon dioxide absorber	Japan	12/18/2013	JP05368998B2
Carbon dioxide absorbent	Canada	02/03/2015	CA267228C
Carbon dioxide adhesive	Republic of Korea	02/10/2015	KR1492026B1
Carbon dioxide absorbent, a method of making it and a method of absorbing carbon dioxide in	European Patent Office	03/16/2016	EP2099560B1

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
anesthesia gas	(validated in DE, GB, ES, FR)		
Carbon dioxide absorbent	Australia	06/23/2011	AU2007342521B2
Carbon dioxide absorbent	Mexico	07/06/2009	MX2009006916A

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Mark Image	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
CARBO2LIME		USA	Allied Healthcare Products, Inc.	05/08/2012	4138244
LITHOLYME	LITHOLYME	USA	Allied Healthcare Products, Inc.	10/12/2010	3861443

Trademark Applications

N/A

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

N/A

Copyright Applications

N/A

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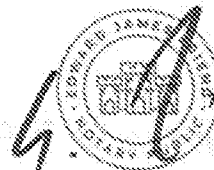
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(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all foreign filings, applications and registrations based on or claiming the benefit of the Patents, Trademarks and Copyrights assigned under subsections (a) - (c) above;

(e) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(f) 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 the right to sue for, collect and recover damages, profits and any other remedy in connection therewith, for past, present or future infringement,



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dilution, misuse, breach, default, misappropriation or other violation related to any of the foregoing assets.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding Governmental Bodies in all applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchased Intellectual Property to Purchaser, or any assignee or successor thereto.

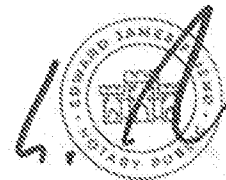
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

ALLIED HEALTHCARE PRODUCTS, INC.

By: _____
Name: Akash Amin
Title: President and Chief Executive Officer
Address for Notices: Allied Healthcare Products, Inc., 1720 Sublette Avenue, St. Louis, MO 63110

ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____

)
)SS.
)

On the _____ day of _____, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the _____ of ALLIED HEALTHCARE PRODUCTS, INC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED HEALTHCARE PRODUCTS, INC. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name: _____

My Commission Expires: _____

AGREED TO AND ACCEPTED:

ALLIED MEDICAL, LLC

By: _____
Name: Khoshayar Pournazeri
Title: President
Address for Notices: Allied Medical, LLC, c/o Flexicare Inc., 15281 Barranca Pkwy, Unit D, Irvine, CA 92618

ACKNOWLEDGMENT
STATE OF BAHRAIN KINGDOM
COUNTY OF CAMARILLO

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)SS.
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On the 12 day of July 2023, before me personally appeared KHOSHAYAR POURNAZARI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the PRESIDENT of ALLIED MEDICAL, LLC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED MEDICAL, LLC. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name: EDWARD JAMES FRIEND

My Commission Expires: 31 October 2023

Edward James Friend
Notary Public



(Signature Page to Intellectual Property Assignment Agreement (New York))

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SCHEDULE 1

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Portable carbon dioxide absorption system	USA	12/31/2019	US-10518214-B2
Portable carbon dioxide absorption system	USA	01/28/2021	US-20210023503-A1
PORTABLE CARBON DIOXIDE ABSORPTION SYSTEM ** ACCELERATED EXAM **	JP		6743311
Portable carbon dioxide absorption system	Hong Kong	10/16/2020	HK40019787A
Portable carbon dioxide absorption system	Russian Federation	11/19/2020	RU2736764C1
Portable carbon dioxide absorption system	Mexico	10/21/2019	MX2019010372A
Portable carbon dioxide absorption system	Japan	11/12/2020	JP2020182951A
Carbon dioxide absorbent	Israel	09/02/2016	IN275381B
Carbon dioxide absorber	Japan	12/18/2013	JP05368998B2
Carbon dioxide absorbent	Canada	03/03/2015	CA2672228C
Carbon dioxide adhesive	Republic of Korea	02/10/2015	KR1492026B1
Carbon dioxide absorbent, a method of making it and a method of absorbing carbon dioxide in anesthesia gas	European Patent Office (validated in	03/16/2016	EP2099560B1


Schedule 1, Page 1

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
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SCHEDULE 2

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LITHOLYME	LITHOLYME	USA	Allied Healthcare Products, Inc.	10/12/2010	3861443

Trademark Applications

N/A

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

N/A

Copyright Applications

N/A

Schedule 3, Page 1