

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48768

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AngioDynamics, Inc. | | 02/15/2024 | Corporation: DELAWARE |
| AngioDynamics, VA LLC | | 02/15/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | ECS Opco 1, LLC | | |
| Street Address: | 50 Main Street | | |
| Internal Address: | Suite 1013 | | |
| City: | White Plains | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76488919 | MORPHEUS | |
| Serial Number: | 87428175 | C3 WAVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2128594000 | | |
| <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: | 2128598000 | | |
| Email: | teas@friedfrank.com | | |
| Correspondent Name: | Katelyn Katsuki | | |
| Address Line 1: | One New York Plaza | | |
| Address Line 2: | 27th Floor | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| ATTORNEY DOCKET NUMBER: | 007991-00001 | | |
| NAME OF SUBMITTER: | KATELYN JAMES | | |
| SIGNATURE: | KATELYN JAMES | | |
| DATE SIGNED: | 02/28/2024 | | |
| Total Attachments: 7 | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”), dated as of February 15, 2024, is entered into by and between AngioDynamics, Inc., a Delaware corporation (“Seller”), AngioDynamics, VA LLC., a Delaware limited liability corporation (“Angio VA”, and together with Seller, “Assignors”), and ECS Opco 1, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Seller and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”),

WHEREAS, pursuant to the Purchase Agreement, at the Closing, Seller has agreed to grant, sell, transfer, convey, assign, and deliver to Assignee all of the Acquired Assets, including the Transferred Intellectual Property;

NOW, THEREFORE, pursuant to and in accordance with the terms and conditions of the Purchase Agreement, and for the consideration set forth therein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignors hereby sell, transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignors in and to the Transferred Intellectual Property, including: (i) the common law trademarks, registered trademarks and trademark applications set forth in Schedule A hereto (the “Assigned Trademarks”), together with the goodwill connected with the use of the foregoing; (ii) the patents and patent applications set forth in Schedule B hereto (the “Assigned Patents”), and all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying patent rights in Schedule B; (iii) the domain names set forth in Schedule C hereto (“Assigned Domain Names”; and collectively with the Assigned Trademarks, Assigned Patents and Assigned Domain Names, the “Assigned Intellectual Property”); (iv) all renewals and extensions of any application, registration and filing of the Assigned Intellectual Property; (v) all income, royalties, damages, claims, and payments that may become due or payable under and with respect to the Assigned Intellectual Property after the date hereof, including, without limitation, damages, claims, and payments for present and future infringements thereof; (vi) all rights to sue for present and future infringements of the Assigned Intellectual Property, including the right to settle suits involving claims and demands for royalties owing from third parties; (vii) all rights corresponding to any of the foregoing throughout the world; and (viii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents and Commissioner for Trademarks in the United States Patent and Trademark

Office, the domain name registrar, 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, and at Assignee's reasonable expense, Assignors shall take 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 necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Sections 10.1 (Binding Effect; Assignment), 10.5 (Severability), 10.7 (No Third Party Beneficiaries), 10.9 (Governing Law), 10.10 (Consent to Jurisdiction; Waiver of Jury Trial) and 10.14 (Counterparts; Signature Pages) of the Purchase Agreement are hereby incorporated and made applicable to this Agreement mutatis mutandis. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement. The representations, warranties, covenants, agreements, obligations and indemnities contained in the Purchase Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided in the Purchase Agreement and which are incorporated herein by this reference. 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.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

ANGIODYNAMICS, INC.

By: Steph A Tronbrick
Name: Stephen A Tronbrick
Title: EVP + CTO

ANGIODYNAMICS, VA LLC

By: Steph A Tronbrick
Name: Stephen A Tronbrick
Title: Manager + Treasurer

[Signature Page to Intellectual Property Assignment Agreement]

ACCEPTED BY:

ASSIGNEE

ECS OPCO 1, LLC

By: DocuSigned by:
Richard Fay
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Its: Chief Executive Officer

Date: February 15, 2024

Schedule A-Trademarks

| Title | Status | File Date | Registration Date | Application Number | Owner |
|--------------|---------------|------------------|--------------------------|---------------------------|--------------------------|
| Morpheus | Registered | 10-Feb-03 | 2-Nov-04 | 76/488,919 | AngioDyanmics, LLC |
| C3 Wave | Registered | 27-Apr-17 | 24-Dec-19 | 87/428,175 | AngioDynamics, VA LLC |

Schedule B-Patents

| Title | Application # | File Date | Patent/ Publication # | Issue Date | Assignee |
|-------------------------------------------------------------------------------------------------------------------|----------------------|------------------|----------------------------------|-------------------|--------------------------|
| MEDICAL DEVICE PLACEMENT SYSTEM AND A METHOD FOR ITS USE | 16/800313 | 2/25/2020 | US11607150 | 3/21/2023 | AngioDynamics, VA LLC |
| SYSTEM AND METHOD FOR LOCATING A CATHETER TIP | 15/670460 | 8/7/2017 | US10835715 | 11/17/2020 | AngioDynamics, VA LLC |
| Methods, assemblies, and devices for positioning a catheter tip using an ultrasonic imaging system | 14/691930 | 4/21/2015 | US10085713 | 10/2/2018 | AngioDynamics, Inc. |

Schedule C–Domain Names

| Domain | Expiration Date |
|-----------------------------|------------------------|
| BIOFLO.CA | 2024-10-02 |
| BIOFLOCATHETER.COM | 2024-12-10 |
| BIOFLOCATHETERS.COM | 2024-12-10 |
| BIOFLOPICC.COM | 2024-12-10 |
| BIOFLOPICCS.COM | 2024-12-10 |
| CELERITYTIPCONFIRMATION.COM | 2024-08-05 |
| NAVILYST.BIZ | 2024-09-16 |
| NAVILYST.CO | 2024-09-16 |
| NAVILYST.COM | 2028-06-06 |
| NAVILYST.INFO | 2024-09-17 |
| NAVILYST.MOBI | 2028-06-06 |
| NAVILYST.NET | 2028-06-06 |
| NAVILYST.ORG | 2028-06-06 |
| NAVILYST.US | 2028-06-05 |
| NAVILYSTMEDICAL.BIZ | 2024-09-16 |
| NAVILYSTMEDICAL.CO | 2024-09-16 |
| NAVILYSTMEDICAL.COM | 2028-06-06 |
| NAVILYSTMEDICAL.INFO | 2024-09-17 |
| NAVILYSTMEDICAL.MOBI | 2024-09-17 |
| NAVILYSTMEDICAL.NET | 2024-09-17 |
| NAVILYSTMEDICAL.ORG | 2024-09-17 |
| PICCTIPCONFIRMATION.COM | 2024-08-05 |
| POWEROFPASV.COM | 2024-06-13 |
| POWEROFPATENCY.COM | 2024-06-13 |
| THEPOWEROFPASV.COM | 2025-01-14 |
| THEPOWEROFPATENCY.COM | 2025-01-14 |

Schedule C to Intellectual Property Assignment Agreement