

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iScope International, LLC		06/16/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Integrated Medical Systems International, Inc.		
<b>Street Address:</b>	3316 2ND AVENUE NORTH		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35222		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86394184	ENDO-I	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2052541999		
<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>			
<b>Phone:</b>	205-254-1036		
<b>Email:</b>	tebbert@maynardcooper.com		
<b>Correspondent Name:</b>	C. Brandon Browning		
<b>Address Line 1:</b>	1901 Sixth Avenue North, Suite 2400		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	08148-0019		
<b>NAME OF SUBMITTER:</b>	C. Brandon Browning		
<b>SIGNATURE:</b>	/cbbrowning/		
<b>DATE SIGNED:</b>	06/26/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of June 16, 2015 (the "Effective Date"), is made and entered into by and between iScope International, LLC, a Texas limited liability company (the "Assignor"), and Integrated Medical Systems International, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets;

WHEREAS, capitalized terms used in this Assignment that are not otherwise defined herein will have the meanings given thereto in the Purchase Agreement;

WHEREAS, prior to the Effective Date, the Assignor was the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute Purchased Assets and the goodwill associated with all of the foregoing (collectively, the "Trademarks"); and

WHEREAS, the Assignor and the Assignee desire to reflect the Assignor's assignment of the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in the Purchase Agreement, and subject to the terms and conditions of this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby irrevocably sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to the Trademarks, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable to Assignor from third parties as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, assigns or other legal representatives.

3. Assignor covenants, subject to the terms and conditions of this Assignment and the Purchase Agreement, that it is the lawful owner of the Trademarks, that such Trademarks are unencumbered, and that Assignor has the full right to make this Assignment. The Assignor shall provide to the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the

Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Assignment.

4. This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. This Assignment will be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Ohio.

5. This Assignment may be executed in counterparts (including electronically-transmitted counterparts), each of which will be deemed an original, but both of which together will be deemed to be one and the same instrument.

**[Signatures on the Following Pages.]**

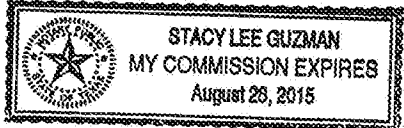
IN WITNESS WHEREOF, the Assignor and the Assignee have executed, or caused to be executed, this Assignment as of the Effective Date.

ISCOPE INTERNATIONAL, LLC

By: *Dawn Williams*  
Name: Dawn Williams  
Title: Member/Manager


STATE OF Texas )  
 ) SS:  
COUNTY OF Dallas )

On this 16<sup>th</sup> day of June, 2015 before me Dawn Williams, known to me to be Member/Manager of iScope International, LLC, who acknowledged that he signed this instrument as a free act on behalf of iScope International, LLC.



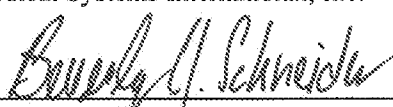
*Stacy Guzman*  
Notary Public: Stacy Guzman  
My commission expires: 8.28.15

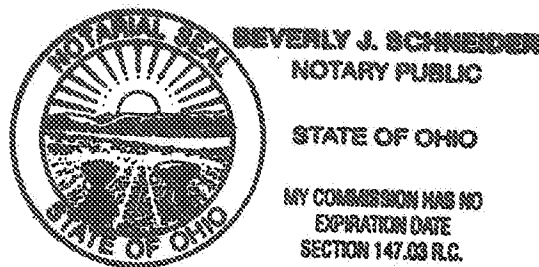
INTEGRATED MEDICAL SYSTEMS  
INTERNATIONAL, INC.

By:   
Name: Michael J. Tokich  
Title: President

STATE OF Ohio )  
                              ) SS:  
COUNTY OF Lake )

On this 16<sup>th</sup> day of June, 2015 before me Michael J. Tokich known to me to be  
President of Integrated Medical Systems International, Inc., who acknowledged that he signed  
this instrument as a free act on behalf of Integrated Medical Systems International, Inc.

  
Notary Public:  
~~My commission expires:~~



**Schedule A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Assignor</u></b>	<b><u>Country</u></b>	<b><u>Registration/Application Number</u></b>
Word Mark: Endo-I	iScope International, LLC	United States	86394184