

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kieran P.J. Murphy, M.D. (a/k/a Kieran P. Murphy, M.D.)		05/05/2017	Individual:
Kieran Murphy, LLC		05/05/2017	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	IZI Medical Products, LLC		
Street Address:	1 East Wacker Drive, Suite 400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87141130	MURPHY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
ATTORNEY DOCKET NUMBER:	015914.2		
NAME OF SUBMITTER:	Becky Troutman		
SIGNATURE:	/Becky Troutman by trademarkny/		
DATE SIGNED:	05/15/2017		
Total Attachments: 3			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment ("Assignment") is made and entered into effective as of May 5, 2017 (the "Effective Date"), by and between Kieran P.J. Murphy, M.D. (also known as Kieran P. Murphy, M.D.), an individual having an address at 72 Forest Hill Rd., Toronto, Ontario M4V2L5 Canada ("Dr. Murphy") and Kieran Murphy, LLC, a Maryland limited liability company having an address at 100 West Rd., Suite 300, Towson, Maryland (Murphy, LLC and together with Dr. Murphy, "Assignor") and IZI Medical Products, LLC, a Delaware limited liability company located and doing business at c/o Shore Capital Partners, LLC, 1 East Wacker Drive, Suite 400, Chicago, Illinois 60601 ("Assignee").

A. Assignor was the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee acquired all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks") as of May 5, 2017, the effective date of an Intellectual Property Assignment and Royalty Agreement (the "IP Agreement"), executed as of March 31, 2017, and made effective on the closing of the transaction contemplated by a Purchase Agreement defined therein, which occurred on May 5, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby confirms that Assignor, on behalf of itself and its affiliates, subject to all the other terms and conditions of the IP Agreement, has irrevocably (except as expressly set forth in the IP Agreement) sold, transferred, assigned, set over and conveyed, and hereby irrevocably (except as expressly set forth in the IP Agreement) sells, transfers, assigns, sets over and conveys to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all of the Marks, together with the goodwill of the business symbolized by the Marks, all proceeds to infringement suits and suits for other violations of the Marks, the right to sue for past, present and future infringements and other violations of, and all rights corresponding thereto through the world for, the Marks, including the rights to file for trademark rights throughout the world and to prosecute, maintain and enforce the Marks in the name of Assignee, its successors and assigns. This assignment includes all worldwide rights to make, have made, use, market, offer for sale, sell, import, license, distribute and otherwise make use of and commercially exploit the Marks and any product or service based on, incorporating or using any portion of the Marks.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.



3. Miscellaneous. This Assignment and the exhibits hereto and the IP Agreement between the parties executed as of March 31, 2017, and the Unit Award Agreement executed as of March 31, 2017, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR

DR. KIERAN P.J. MURPHY

(also known as KIERAN P. MURPHY)

By: Kieran Murphy

Name: Kieran Murphy

Date: 5/5/17

ASSIGNEE

IZI MEDICAL PRODUCTS, LLC

By: Don Pierce

Name: Don Pierce

Title: Chairman

Date: 5/5/17

KIERAN MURPHY, LLC

By: Kieran Murphy

Name: Kieran Murphy

Title: _____

Date: 5/5/17



EXHIBIT A

MARKS

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>Issue</u> <u>Date</u>	<u>App. No.</u> <u>Filing</u> <u>Date</u>	<u>Goods/Services</u>	<u>Record</u> <u>Owner</u>	<u>Status</u>
EU	MURPHY NEEDLE	005084991 4/24/2007	5/19/2006	IC 10: Needles, namely medical needles, surgical needles, biopsy needles, needles for injecting a substance into tissue, needles for extracting a substance from tissue, trocars, stylers, cannulas.	Kieran P. Murphy	Registered
US	MURPHY	LIVE	87/141130 8/17/2016	IC 10: Needles, namely, medical needles, surgical needles, biopsy needles, needles for injecting a substance into tissue, needles for extracting a substance form tissue, trocars, stylets, cannulas	Dr. Kieran P. Murphy	Pending



TRADEMARK