

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/28/2016
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSN medical GmbH		11/28/2016	Corporation:

RECEIVING PARTY DATA

Name:	BSN medical Holding GmbH
Street Address:	Quickbornstrasse 24
City:	Hamburg
State/Country:	GERMANY
Postal Code:	20253
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76648077	SORBION SACHET

CORRESPONDENCE DATA

Fax Number: 2165669711

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.

Phone: 2165669700

Email: 75628@rankinhill.com

Correspondent Name: RANDOLPH E. DIGGES III

Address Line 1: 23755 Lorain Road, Suite 200

Address Line 4: North Olmsted, OHIO 44070

NAME OF SUBMITTER:	Randolph E. Digges, III
SIGNATURE:	/Randolph E. Digges, III/
DATE SIGNED:	07/12/2017

Total Attachments: 5

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OP \$40.00 76648077

Agreement

between

BSN medical GmbH

registered with the commercial register (Handelsregister) of the district court of
Hamburg under registration number HRB 78374

with registered office at Quickbornstraße 24

20253 Hamburg

Germany

(hereinafter referred to as *Current Owner*)

and

BSN medical Holding GmbH

registered with the commercial register (Handelsregister) of the district court of
Hamburg under registration number 124187

with registered office at Quickbornstraße 24

20253 Hamburg

Germany

(hereinafter referred to as *Future Owner*)

(hereinafter jointly referred to as *Parties*)

WHEREAS Current Owner is the owner/proprietor of several patents, designs and trademarks in United States.

WHEREAS Current Owner shall be merged into the Future Owner by way of an upstream merger. The merger will be governed by German law and will become effective with the record of the merger in the commercial register of Future Owner. According to the principle of universal succession stipulated under German law, all assets and liabilities including the patents (including granted patents as well as patent applications both for national patents and national designations of European patents) owned by Current Owner will be automatically transferred from Current Owner to Future Owner with the effective date of the merger.

WHEREAS there is a risk that the principle of the universal succession of all assets, including IP rights such as trademarks and patents is not known or accepted in all jurisdictions in which Current Owner owns patents and, consequently, the transfer of the IP rights (trademarks and patents) may not be effectuated by mere virtue of the merger.

WHEREAS for the purpose of this agreement the **IP Rights** of the Current Owner are deemed to be all existing patent, design and trademark registrations and applications

of the Current Owner in United States at the time of the merger, including but not limited to all patent, design and trademark registrations and applications listed in Annex 1, any further patent, design and trademark registrations and applications in United States not listed in the Annex 1 as well as any and all registrations and applications in United States which have been obtained or filed between the date of execution of this agreement and the effective date of the merger.

In order to address the above-mentioned risk, the Parties, as a matter of mere precaution, hereby declare their unconditional will and intention to transfer all IP Rights held by Current Owner to Future Owner (either by virtue of merger or, if that is not applicable, by way of this agreement) in consideration of the fact that Current Owner is merged into Future Owner, which Current Owner accepts, and agree for this purpose as follows:

1. Transfer

In case the transfer of all IP Rights of Current Owner at the time of merger to Future Owner is not effectuated by virtue of the merger of Current Owner to Future Owner, the Parties agree that the entire right, title and interest in and to these IP Rights shall be transferred from Current Owner to Future Owner, which Future Owner shall accept, with the effect of the date of the merger being recorded in the commercial register of Future Owner.

This includes all past and existing claims arising from IP Rights against third parties, including - but not limited to - claims for patent infringement, as well as all priority claims of IP Rights and the right to claim priority from IP Rights.

This also includes the full right, without the consent or participation of Current Owner, to sue and recover for any and all past infringements of any of the IP Rights, or applications therefor, as if the Future Owner were the Current Owner or any assignor to the Current Owner. Any recovery for any act of past infringement shall be the property of the Future Owner.

2. Authorization

2.1 Current Owner hereby authorizes Future Owner to take or cause to be taken all necessary measures and actions to fully effectuate the purpose of this agreement, namely the transfer of IP Rights to Future Owner, including the recordal of Future Owner as the new owner of IP Rights. This authorization includes, without limitation, the application to be registered as the new owner and to execute any documents needed for such an application.

2.2 Current Owner hereby authorizes the respective patent office, intellectual property office or applicable governmental agency in United States to:

- issue any and all registrations, certificates or equivalent which may be granted in respect to any of IP Rights in the name of Future Owner as the owner of the entire interest therein; and
- record Future Owner as the owner of IP Rights and any and all registrations, certificates or equivalent in respect thereto and to deliver to Future Owner, and

to Future Owner's attorneys, agents, successors or assigns, all official documents and communications.

3. Miscellaneous

If any provision of this agreement shall be adjudged by any court to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this agreement otherwise remains in full force and effect.

This agreement is subject to German law. The courts of Hamburg, Germany, have exclusive jurisdiction.

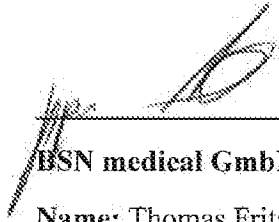
Hamburg, 28 November 2016



BSN medical GmbH

Name: Sebastian Köhler

Position: Managing Director



BSN medical GmbH

Name: Thomas Fritsch

Position: Authorized Representative

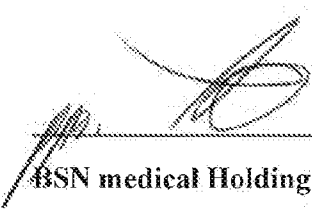
Hamburg, 28 November 2016



BSN medical Holding GmbH

Name: Sebastian Köhler

Position: Managing Director



BSN medical Holding GmbH

Name: Thomas Fritsch

Position: Authorized Representative

ANNEX I

DocRef	Type	Cy	Spz	Title	Off Number 1	Off Number 2
14374-PT-WO-US	PT	US	F ₁	NO - Fußbad Diabetestherapie	15/030,855	US20160296738 A1
14488-PT-WO-US	PT	US	F ₁	Medizinische Auflage	15/034,159	US20160296655 A1
15007-PT-WO-US	PT	US	F ₁	Wound Care Article having an Absorbent Shell	12/672,011	US 2012-0095419-A1
15017-PT-WO-US	PT	US	F ₁	WOUND COVERING ARTICLE WITH PREPARATION FOR ATTACHMENT OF A VACUUM DEVICE	14/096,956	US-2014-0163486-A1
15018-PT-WO-US	PT	US	F ₁	WOUND CARE DEVICE FOR TREATING WOUNDS BY MEANS OF SUBATMOSPHERIC PRESSURE	14/289,195	US 2014-024518-A1
15019-PT-WO-US	PT	US	F ₁	HYGENIC OR PERSONAL CARE ARTICLE HAVING A CONTENT OF COPPER OR COPPER IONS	14/180,198	US-2014-0221948-A1
15022-PT-WO-US	PT	US	G ₁	ABSORPTION BODY FOR ATTACHMENT TO THE HUMAN BODY	10/513,262	US 2005/0143697 A1
15024-PT-WO-US	PT	US	F ₁	WUNDPFLEGEVORRICHTUNG ZUR BEHANDLUNG VON WUNDEN MIT IELLS ATMOSPHERISCHEN UNTERDRUCK, AUFWEISEND EIN OFFENBARES FENSTER	14/942,038	US-2016-0135996
15025-PT-WO-US	PT	US	F ₁	WUNDPFLEGEARTIKEL AUFWEISEND SUPERABSORBIERENDE FASERN UND SUPERABSORBIERENDE PARTIKEL	15/089,105	US201600270965
15026-PT-WO-US	PT	US	F ₁	WUNDPFLEGEARTIKEL AUFWEISEND EINE IM WESENTLICHEN POLYGONALE ODER ELLIPSOIDE GRUNDFLÄCHE SOWIE MINDESTENS EINE AN EINER SETTE ANGEORDNETE AUSNEHMUNGS	15/008,682	
15029-PT-WO-US	PT	US	F ₁	Liquid-permeable primary dressing with a silicone coating	14/794,189	US-2016-0000610
15030-PT-WO-US	PT	US	G ₁	Device for the treatment of wounds using a vacuum	11/666,958	US 2008/00009812
15032-PT-WO-US	PT	US	G ₁	Drainage device for the treatment of wounds with application of a vacuum	11/791,058	US-2008-0119802
15033-PT-WO-US	PT	US	F ₁	Absorbent article for application to human or animal skin surfaces	14/262,540	US20140316353A1
15033-PT-WO-US	PT	US	F ₁	Absorbent article for application to human or animal skin surfaces	12/091,969	US 2008-0312572 A1
15035-PT-WO-US	PT	US	G ₁	Multi-component dressing for wound treatment of the human or animal body using a reduced pressure	11/666,948	US2008/0004559
15036-PT-WO-US	PT	US	G ₁	Wound treatment device with elastically deformable vacuum producing element	14/053,558	US-2014-0039423-A1
15038-PT-WO-US	PT	US	G ₁	Primary dressing	12/226,109	US 2009-0093779 A1
15039-PT-WO-US	PT	US	G ₁	Wound care article for extraction and control of wound fluids	12/443,989	US-2010-0762090-A1
15039-PT-WO-US-C	PT	US	F ₁	Wound care article for extraction and control of wound fluids	14/218,237	US2014/0296813 A1
15044-GS-US	GS	US	R ₁	Flexible Medical Dressing	29/436,769	D722,699
15048-GS-US	GS	US	F ₁	Medical Dressing	29/426,456	
15049-GS-US	GS	US	F ₁	Medical dressing	29/507,920	
15075-MK-US	MK	US	R ₁	Wort: Sorbion Sachter	76/648,077	



NOTARE
EN. REY. PALMDEALE

ZIER | KGGP | KARTHAUS

Deed No. 3395/16 Z

I, the undersigned

Heiko Zier,

Notary Public of this Free and Hanseatic City of Hamburg, hereby certify the above are the true signatures, acknowledged in my presence, of:

1. Mr. Sebastian **Köhler**,
born on 30.6.1977,
address: Quickbornstraße 24, 20253 Hamburg,
- personally known to me -,

2. Mr. Thomas **Fritsch**,
born on 14.11.1966,
address: Quickbornstraße 24, 20253 Hamburg,
- personally known to me --

1. Upon inspection of the electronic Commercial Register today I certify that the

BSN medical GmbH
with place of business at **Hamburg**

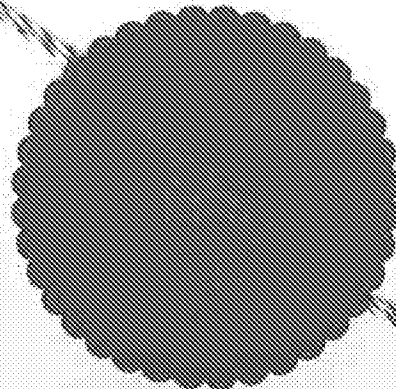
is registered with the Local Court of Hamburg - Commercial Register – under No. HRB 78374 and that the aforementioned signatories are entitled to act jointly as this company's legal representatives.

2. Upon inspection of the electronic Commercial Register today I certify that the

BSN medical Holding GmbH
with place of business at **Hamburg**

is registered with the Local Court of Hamburg - Commercial Register – under No. HRB 124187 and that the aforementioned signatories are entitled to act jointly as this company's legal representatives.

Hamburg, 28.11.2016



Zier, Notary Public

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