

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETS Schaefer, LLC		05/31/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	RA ETS Schaefer, LLC		
Street Address:	3700 Park East Drive, Suite 300		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2731011	ETS SCHAEFER	
Registration Number:	2872092	ENDOFLEX	
Registration Number:	2351978	MONSTER MODULE	
Registration Number:	1464572	PERM+A+LINING	
Registration Number:	1466958	PERM+A+LOCK	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	059456-0004		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	06/05/2018		

OP \$140.00 2731011

Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made as of May 31, 2018, between ETS Schaefer, LLC, a Ohio limited liability company located at 3700 Park East Drive, Suite 300, Beachwood, Ohio 44122 ("Assignor") and RA ETS Schaefer, LLC, a Delaware limited liability company located at 3700 Park East Drive, Suite 300, Beachwood, Ohio 44122 ("Assignee", and, together with Assignor, the "Parties" and each individually, a "Party").

RECITALS

WHEREAS, in accordance with and subject to the terms and conditions of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated March 27, 2018, among Assignor, RA Acquisition Purchaser, LLC, a Delaware limited liability company ("Parent") and certain other parties thereto, Assignor agreed to sell, contribute, convey, assign, transfer and deliver to Parent free and clear of all Liens (except Permitted Liens) and Liabilities (except Assumed Liabilities), whether arising prior to, on or following the Petition Date, all rights, titles and interests of every kind and nature in and to all of Assignor's trademarks, service marks, designs, trade dress, logos, slogans, trade names, internet domain names, corporate names, all applications, registrations and renewals in connection therewith (including the registrations and applications listed on Exhibit A hereto), and all translations, adaptations, derivations and combinations of any of the foregoing, together with all goodwill associated with any of the foregoing (collectively, the "Marks") to Parent, and Parent agreed to accept such assignment;

WHEREAS, Assignee is a wholly owned subsidiary of Parent; and

WHEREAS, Parent has assigned its rights to acquire the Marks to Assignee in accordance with Section 10.10(a) of the Purchase Agreement and in accordance with that certain Omnibus Assignment and Assumption Agreement dated May 31, 2018 among Parent, Assignee and certain other parties thereto.

NOW, THEREFORE, for \$1.00 (one U.S. dollar) and other good and adequate consideration and in consideration of the mutual agreements, provisions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

Terms that are capitalized but not specifically defined in this Assignment Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

2. ASSIGNMENT.

(a) Assignment. Assignor hereby sells, contributes, conveys, assigns, transfers, and delivers to Assignee, free and clear of all Liens (except Permitted Liens) and Liabilities (except Assumed Liabilities), whether arising prior to, on or following the Petition Date, all of Assignor's rights, titles and interests of every kind and nature (including indirect and other forms

of beneficial ownership) in and to the Marks, along with all income, royalties, damages and payments due or payable to Assignor as of the Closing or thereafter, including damages and payments for past, present or future infringements, dilutions or misappropriations thereof or other conflicts therewith, the right to sue and recover for past, present or future infringements, dilutions or misappropriations thereof or other conflicts therewith, and all corresponding rights (including rights of priority) that, now or hereafter, may be secured throughout the world.

(b) Recordation. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks listed on Exhibit A hereto.

3. FURTHER ASSURANCES.

Assignor shall cooperate with and assist Assignee in completing any electronic transfer of the domain names initiated by Assignor, including by giving all necessary consents and instructions to the applicable domain name registrars. In addition, Assignor shall, at the request of Assignee, execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the reasonable opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the Marks; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

4. MISCELLANEOUS.

(c) Amendments. This Assignment Agreement may not be amended, modified or supplemented except by a written instrument signed by Assignor and Assignee.

(d) Counterparts; Electronic Execution. This Assignment Agreement and any instrument entered into in connection with this Assignment Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party shall re-execute the original form of this Assignment Agreement and deliver such form to the other Party. Neither Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(e) Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (regardless of the Laws that might otherwise govern under applicable Delaware principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.

(f) Entire Understanding. This Assignment Agreement, the Purchase Agreement, and each of the Transaction Documents, including, without limitation, the Disclosure


IN WITNESS WHEREOF, the Parties have executed this Trademark and Domain Name Assignment Agreement as of the date first mentioned above.

ASSIGNOR:

ASSIGNEE:

ETS SCHAEFER, LLC

RA ETS SCHAEFER, LLC

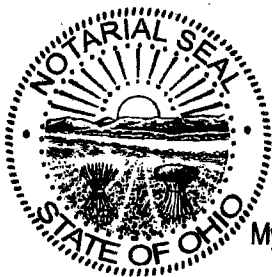
By: 
Name: Terrance J. Hogan
Title: CEO and President

By: _____
Name:
Title:


CERTIFICATE

City of Cleveland)
State of Ohio)

On this 24th day of May, 2018, appeared before me in person the above **Terrance J. Hogan** and acknowledged the above to be his signature, and that he signed and delivered the above instrument as his voluntary act and deed for the purposes herein set forth.



CATHRYN BLOCK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Summit County
My Comm. Exp. 11/22/2020


Name: Cathryn Block
Notary Public
State of Ohio

[Signature Page to Trademark and Domain Name Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Trademark and Domain Name Assignment Agreement as of the date first mentioned above.

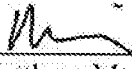
ASSIGNOR:

ETS SCHAEFER, LLC

By: _____
Name: Terrance J. Hogan
Its: CEO and President

ASSIGNEE:

RA ETS SCHAEFER, LLC

By:  _____
Name: Matthew Manning
Its: President and Treasurer

[Signature Page to Trademark and Domain Name Assignment Agreement]

EXHIBIT A

Marks

Trademarks

DEBTOR/GRANTOR	TITLE	FILING DATE / ISSUED DATE	STATUS	APPLICATION / REG. NO.	JURISDICTION
ETS Schaefer, LLC	ETS Schaefer (typed drawing)	8/9/1999 7/01/2003	Live	2731011	USA
ETS Schaefer, LLC	ETS Schaefer (word)	8/9/2000 12/15/2004	Registered	TMA628461	Canada
ETS Schaefer, LLC	Endoflex (word)	9/10/2001	Registered	TMA612052	Canada
ETS Schaefer, LLC	Endoflex (mark)	4/3/2001 8/10/2004	Live	2872092	USA
ETS Schaefer, LLC	Monster Module (typed drawing)	8/5/1999 5/23/2000	Live	2351978	USA
ETS Schaefer, LLC	Perm+A+Lining (typed drawing)	4/30/1987 11/10/1987	Live	1464572	USA
ETS Schaefer, LLC	Perm+A+Lock (typed drawing)	4/30/1987 12/1/1987	Live	1466958	USA