

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DymaNox, Inc.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TherOx, Inc.		
Street Address:	17500 Cartwright Road		
Internal Address:	#100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2745068	DYNAMOX	
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:	6179372347		
Email:	trademarks@cooley.com		
Correspondent Name:	Brian J. Focarino		
Address Line 1:	1299 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	319081-115		
NAME OF SUBMITTER:	Brian J. Focarino		
SIGNATURE:	/Brian J. Focarino/		
DATE SIGNED:	12/18/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made and delivered as of December 19, 2019 (the "Effective Date") by DynamOx, Inc., a Delaware corporation (the "Assignor"), for the benefit of TherOx, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor agrees to transfer and assign to the Assignee all of the Assignor's right, title, and interest in and to the Assignor's intellectual property rights, including, without limitation, those trademarks set forth on the attached Schedule A hereto (collectively, the "Marks"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. The Assignor hereby irrevocably assigns and transfers to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

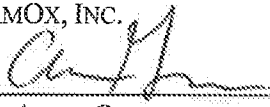
6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Massachusetts, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Massachusetts or any other

jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Massachusetts.

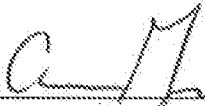
[Signature Page Follows]

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

DYNAMOX, INC.

By: 
Name: Aaron Grossman
Title: Secretary

THEROX, INC.

By: 
Name: Aaron Grossman
Title: Secretary

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

A. Registered Marks

Jurisdiction	Trademark	App. No. Reg. No.	App. Date Reg. Date
United States	DYNAMOX	App. No. 78086919 Reg. No. 2745068	App. Date: 10/4/2001 Reg. Date: 7/29/2003

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