

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561463

<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>
International Medical Equipment Services, Inc.		06/15/2015	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Richardson Electronics, Ltd.		
<b>Street Address:</b>	40W267 Keslinger Road		
<b>City:</b>	La Fox		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60147-0393		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4481963	QA3 TRIPLE TESTED · TRIPLE WARRANTY · TR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129973415		
<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>	3124553863		
<b>Email:</b>	jlacroix@salawus.com		
<b>Correspondent Name:</b>	Jennifer Lacroix		
<b>Address Line 1:</b>	330 East Kilbourn Ave, Suite 1100		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Jennifer Lacroix		
<b>SIGNATURE:</b>	/Jennifer Lacroix/		
<b>DATE SIGNED:</b>	02/10/2020		
<b>Total Attachments: 2</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made on June 15, 2015 by and between Richardson Electronics, Ltd., a Delaware corporation (the "Buyer"), and International Medical Equipment & Services, Inc., a North Carolina corporation (the "Seller").

### WITNESSETH:

**WHEREAS**, the Seller, Lee A. McIntyre III, Lee A. McIntyre, Jr. and Delburn Ezell (the owners of all of the outstanding stock of the Seller), and the Buyer are parties to that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Seller has agreed to sell substantially all of its assets to Buyer, and Buyer has agreed to purchase such assets (capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement); and

**WHEREAS**, pursuant to Section 3(c)(i)(d) of the Purchase Agreement, Seller has agreed to execute this Assignment to assign to Buyer all right, title and interest of Seller in and to all intellectual property used, including trademarks, held for use or useful in the Business;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment. Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under:

(a) Seller's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, logos and trade dress, including, without limitation, the registered corporate name "International Medical Equipment & Services, Inc.", trademark globe logo (registration no. 4,481,963, registered February 11, 2014) and trademark "Platinum Plus Series" (registration no. 3,104,734, registered June 13, 2006), the unregistered trade names "IMES Imaging", "International Medical", "IMES" and "International Medical Equipment & Service" and unregistered globe and "International Medical Equipment" logo, together with all improvements, reissuances, continuations, continuations-in-part, divisionals, divisionals-in-part, substitutions, revisions, extensions and re-examinations thereof; and

(b) all other intellectual property and other intangibles of Seller used, held for use or useful in the Business, including, without limitation, all inventions and all improvements thereto, all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), all software and all copies and tangible embodiments of any of the foregoing (in whatever form or medium), together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this

Assignment, and all income, royalties, damages, payments or other proceeds now or hereafter due or payable under and with respect thereto, the same to be held and enjoyed by Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the intellectual property are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Seller covenants and agrees, at its own expense, to do, execute, acknowledge and deliver, at the request of Buyer or its successors or assigns, all acts, agreements, instruments, notices and assurances reasonably necessary to further effect and evidence the transactions contemplated hereby. Seller will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the intellectual property. Seller will, at any time upon request and without further consideration, communicate to Buyer, its successors and assigns, any facts relating to the intellectual property, or the history thereof, as may be known to Seller or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of Buyer or its successors or assigns.

4. Binding Effect. This Assignment and each provision hereof shall be binding upon Seller, its successors and assigns all and singular, and shall inure to the benefit of Buyer, its successors and assigns all and singular.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

**IN WITNESS WHEREOF**, a duly authorized representative of Seller has executed this Assignment as of the date first above written.

INTERNATIONAL MEDICAL EQUIPMENT  
& SERVICES, INC.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_