

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SURGE MEDICAL SALES, LLC		07/24/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	MED MICHIGAN HOLDINGS, LLC		
Street Address:	2175 Oakland Drive		
City:	Sycamore		
State/Country:	ILLINOIS		
Postal Code:	60178		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2453930	SURE-TOUCH	
Registration Number:	4119679	SURGE CARDIOVASCULAR	
CORRESPONDENCE DATA			
Fax Number:	6167522500		
<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:	6167522000		
Email:	trademarks@wnj.com		
Correspondent Name:	WARNER NORCROSS + JUDD LLP		
Address Line 1:	150 Ottawa Ave NW		
Address Line 2:	1500 Warner Building		
Address Line 4:	Grand Rapid, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	188728.188728		
NAME OF SUBMITTER:	Kimberly A. Niebling		
SIGNATURE:	/KAN 2275/		
DATE SIGNED:	08/03/2020		
Total Attachments: 9			
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source=MED MI Holdings#page2.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the date last signed below, is made by and between **Surge Medical Sales, LLC**, a Michigan limited liability company, with its principal place of business located at 2680 Walker Avenue NW, Suite C, Grand Rapids, Michigan 49544 ("Assignor"), in favor of **MED Michigan Holdings, LLC**, a Michigan limited liability company, with its principal place of business located at 2175 Oakland Drive, Sycamore, Illinois 60178 ("Assignee"), pursuant to a certain Product Purchase Agreement between Assignor and Assignee, the execution of which is hereby acknowledged.

Background. Under the Product Purchase Agreement, Assignor has agreed to transfer certain trademarks to Assignee. In accordance therewith, Assignor now executes and delivers this Assignment.

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to:

(a) the trademarks, trademark registrations, and unregistered design set forth on *Schedule 2.8(a)* of the Product Purchase Agreement and all issuances, extensions, and renewals thereof (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Disclaimer.** Except as set forth under the Product Purchase Agreement, the Assigned Trademarks are conveyed "AS IS"; Assignor makes no representation or warranty as to status, term, or expiration date.

3. **Recordation.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

4. **Further Actions.** Upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

TRADEMARK ASSIGNMENT

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

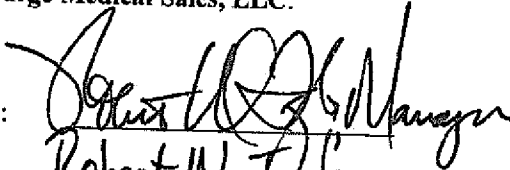
6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

In witness whereof,

Surge Medical Sales, LLC:

MED Michigan Holdings, LLC:

Signature: 
Name: Robert W. Taylor
Title: Manager
Date: July 24, 2020

Signature: _____
Name: _____
Title: _____
Date: _____

TRADEMARK ASSIGNMENT

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In witness whereof,

Surge Medical Sales, LLC:

MED Michigan Holdings, LLC:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: 
Name: Mike Schroeder
Title: President
Date: July 24, 2020

PRODUCT PURCHASE AGREEMENT

by and among

MED MICHIGAN HOLDINGS, LLC

SURGE MEDICAL SALES, LLC

and

ROBERT W. TAYLOR

July 24, 2020

Seller are set forth in Schedule 2.4, and will be obtained, requested or made, if and as applicable, by Seller prior to the Closing or pursuant to Section 1.9 hereof.

2.5 No Material Adverse Change; Absence of Restricted Events. Since January 1, 2019: (a) Seller or its Affiliates have conducted the operations and affairs of the business associated with the Products and the Purchased Assets only in the Ordinary Course; (b) there has not been any Material Adverse Change in the Products or related business, operations, or condition of the Products or the Purchased Assets; and (c) no event has occurred or, to Seller's Knowledge, circumstance exists that may result in such a Material Adverse Change. Since January 1, 2019, no Restricted Event has occurred with respect to the Products or the Purchased Assets.

2.6 Litigation; Orders. There is no, and has not been, any Action pending or, to Seller's Knowledge, threatened against Seller with respect to the Products or any of the Purchased Assets. There are no Orders against Seller with respect to the Products or any of the Purchased Assets.

2.7 Compliance with Laws. Seller is, and at all times has been in compliance with all Legal Requirements that are or were applicable to it in connection with the Products. Seller has not, except and unless as otherwise provided in this Agreement, received any notice or other communication (whether written or oral) from any Governmental Body or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any Legal Requirements in connection with the Products. Except and unless as provided for in this Agreement, Seller has no Knowledge of any violations by suppliers, representatives, contractors or subcontractors of any Legal Requirements with respect to the Products except as provided in Section 2.9(c) below.

2.8 Intellectual Property.

(a) Definition. Schedule 2.8(a) includes all of Seller's registered Intellectual Property relating to or used in connection with the Products. For purposes of this Agreement, "Intellectual Property" means (i) as relating to or used in connection with the Products, patents, design patents, industrial design registrations, and trademarks, and any applications, continuations, continuations-in-part, divisionals, reexaminations, reissues, substitutes or extensions thereof, (ii) as relating to or used in connection with the Products, copyrights and copyrightable works, and all applications for any of the foregoing, and any continuations, continuations-in-part, divisionals, reexaminations, reissues, substitutes or extensions thereof; (iii) Confidential Information; (iv) the World Wide Web site and corresponding World Wide Web pages found at www.surgecardiovascular.com; and (v) as relating to or used in connection with the Products, customer, vendor, partner, prospect and marketing lists, market research data, and sales data.

(b) Licenses. There are no licenses to or from Seller of any of the Purchased Intellectual Property.

(c) Ownership. Except as provided for on Schedule 2.8(a): (i) Seller or one or more Seller Related Entities owns the entire right, title and interest in and to, and has the full right to enjoy and exploit for its benefit, free and clear of any licenses, liens (statutory or other), mortgages, pledges, hypothecations, deposit arrangements, encumbrances, security agreements or similar restrictions of any kind or nature whatsoever, the Purchased Intellectual Property; (ii) there is not now and has not been at any time in the past a pending or threatened claim, suit or proceeding by any third party contesting ownership or other rights in the Purchased Intellectual Property, and to Seller's Knowledge there is no basis for any such claim, suit or proceeding; and (iii) Seller is not obligated to pay any royalty or other consideration to any Person in connection with the use of any Intellectual Property aside from any periodic fees for the renewal of trademark and domain-name registrations.

(d) Protective Measures. Except as set forth on Schedule 2.8(a), Seller has taken reasonable and customary measures to protect and safeguard the proprietary nature of the Intellectual Property, and to maintain in confidence all Confidential Information, and, to Seller's Knowledge, is in compliance with all obligations to maintain in confidence the Confidential Information of third parties. All employees and consultants of Seller have agreed in writing to

This Product Purchase Agreement has been signed by or on behalf of each of the parties as of the day first above written.

MED MICHIGAN HOLDINGS, LLC

By 

Its President

SURGE MEDICAL SALES, LLC

By _____
Robert W. Taylor, Manager

MEMBER:

Robert W. Taylor

The following Minority Owner is executing this Agreement solely for the purposes of agreeing to Section 4.3 of this Agreement.

MINORITY OWNER:

Brad Longstreth

[Signature Page to Product Purchase Agreement]

TRADEMARK

REEL: 007013 FRAME: 0443

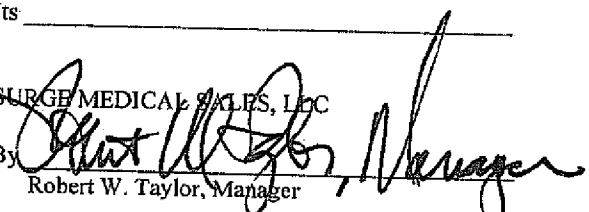
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MED MICHIGAN HOLDINGS, LLC

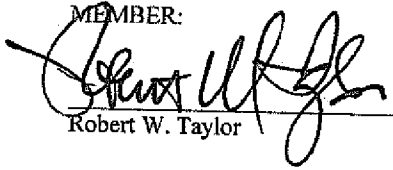
By _____

Its _____

SURGE MEDICAL SALES, LLC

By  Manager
Robert W. Taylor, Manager

MEMBER:


Robert W. Taylor

The following Minority Owner is executing this Agreement solely for the purposes of agreeing to Section 4.3 of this Agreement.

MINORITY OWNER:

Brad Longstreth

[Signature Page to Product Purchase Agreement]

TRADEMARK

REEL: 007013 FRAME: 0444

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MED MICHIGAN HOLDINGS, LLC

By _____

Its _____

SURGE MEDICAL SALES, LLC

By _____


Robert W. Taylor, Manager

MEMBER:

Robert W. Taylor

The following Minority Owner is executing this Agreement solely for the purposes of agreeing to Section 4.3 of this Agreement.

MINORITY OWNER:




Brad Longstreth

[Signature Page to Product Purchase Agreement]

TRADEMARK

REEL: 007013 FRAME: 0445

**SCHEDULE 2.8(a)
INTELLECTUAL PROPERTY**

Description	Comments
Patent	
Venous Return Catheter Having Integral Support Member (5984908)	Patent has expired. Patent filing date is April 10, 1997. Usual term of a utility patent is 20 years from date of filing.
Trademarks	
S Surge Medical Solutions (3506485)	Dead due to non-renewal.
Sure-Touch (2453930)	Active subject to any renewal limitations.
Surge Cardiovascular (4119679)	Active subject to any renewal limitations.
Surge Medical Solutions (3415797)	Dead due to non-renewal.
	Unregistered. Seller has not taken any measures to protect or safeguard this design as a trademark or otherwise. DISCLAIMER: This design is conveyed "AS IS"; Seller makes no promise, representation, or warranty as to status of this design as a trademark or otherwise, including as to validity, sufficiency, enforceability, exclusivity, infringement, or ownership.
Website	
www.surgecardiovascular.com	The domain-name registration is active subject to any renewal limitations. DISCLAIMER: The website and corresponding webpages found at www.surgecardiovascular.com may include public-domain, open-source, or otherwise unprotectable components or content. Such components and content are conveyed "AS IS"; Seller makes no promise, representation, or warranty as to such components and content, including as to registrability, protectability, or exclusivity.

Schedule 2.8(a)

TRADEMARK