

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOMERICS, LLC		12/23/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	STRATUS MEDICAL, LLC		
Street Address:	32303 FM-2978		
City:	Magnolia		
State/Country:	TEXAS		
Postal Code:	77354		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4664171	NIMBUS	
Registration Number:	4664170	NIMBUS CONCEPTS	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	8013283131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	12/16/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*"), dated as of December 23, 2019, is made by BIOMERICS, LLC, a Utah limited liability company ("*Seller*"), in favor of STRATUS MEDICAL, LLC, a Utah limited liability company ("*Stratus*"), the assignee of certain assets pursuant to that certain Asset Purchase Agreement, dated as of November 1, 2019, by and between Seller and Stratus (the "*Purchase Agreement*"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

RECITALS

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer and assign to Stratus, among other assets, all intellectual property used exclusively for Seller's Nimbus Division, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and other entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Stratus, and Stratus does hereby purchase, acquire, and accept from Seller, all of Seller's rights, title and interest throughout the world in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all patent rights associated therewith; any inventions and improvements disclosed therein; all utility models, designs, validations, issuances, divisions, continuations, continuations-in-part, provisionals, non-provisionals, reissues, extensions, reexaminations and renewals of or claiming priority to any of the preceding patents and patent applications; and any other application corresponding or claiming priority to any of the preceding patents and patent applications, any patents issuing from, corresponding to, or claiming priority to any of the preceding patents and patent applications, and any reissues, reexaminations, renewals, or extensions of any of the preceding patents and patent applications;

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of Seller's business connected with the use of, and symbolized by, the Trademarks;

(c) the trade names, logos, domain names, and any and all websites (and content thereof) associated therewith, together with the goodwill of Seller's business connected with each of the foregoing, set forth on Schedule 1 hereto;

(d) all copyrights and copyrighted works of Seller's Nimbus Division, including all marketing materials and technical guides concerning Seller's Nimbus® devices, and further including the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(e) all trade secrets, know-how, techniques, methods, processes, method and process documents, and records related to the manufacture and use of Seller's Nimbus® products, including, but not limited to, all work instructions, device history records, and device master records related to Seller's Nimbus® products, including, but not limited to, all copies, versions, and revisions of the items listed in Schedule 1, and all documents referenced therein;

(f) all data, results, market studies and information (including clinical, preclinical and development data) generated from or relating to making, testing, research or development activities conducted by or on behalf of Seller with respect to Seller's Nimbus® products or to which Seller has any rights therein, including, but not limited to, all whitepapers, complaints, lab tests, user studies, etc.;

(g) all designs, inventive ideas, proprietary rights, and any other intellectual property rights of Seller pertaining to Seller's Nimbus® products;

(h) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the full right to claim for any aforesaid application, patent, or registration all benefits and priority right under any applicable law or convention;

(i) 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

(j) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Waiver of Moral Rights. Seller hereby waives any moral rights, or rights equivalent thereto, that Seller may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any person. To the extent that the foregoing waiver is ineffective under applicable law, Seller agrees that it shall not assert such moral rights against Buyer or any other person.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other entities or agencies in any applicable jurisdictions, including in countries foreign to the United States, to record and register this Assignment upon request by Stratus. Following the date hereof, upon Stratus' reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Stratus 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 IP to Stratus, or any assignee or successor thereto. In addition to the foregoing, Seller hereby irrevocably designates and appoints Stratus' duly authorized officers, managers and agents as Seller's agent and attorneys-in-fact, with full power of substitution and resubstitution, in whole or in part, to act for and on Seller's behalf and stead, or to act in the name and stead of Seller but on behalf and for the benefit of Stratus and its successors and assigns, to execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or helpful (as determined by Stratus in its sole and absolute discretion) to effect, evidence or perfect the assignment of the Assigned IP to Stratus, or any assignee or successor thereto, all with the same legal force and effect as if executed by Seller.

4. Terms of the Purchase Agreement. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Stratus with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the immediately preceding sentence, Seller shall not assign its rights or obligations hereunder without the prior written consent of Stratus. No assignment shall relieve the assigning party of any of its obligations hereunder.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

[Remainder of Page Intentionally Blank; Signature Page Follows]

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

SELLER:

BIOMERICS, LLC
A Utah Limited Liability Company

By: 
Travis Sessions, Authorized Manager

AGREED TO AND ACCEPTED BY:

STRATUS:

STRATUS MEDICAL, LLC
A Utah Limited Liability Company

By: 
Bret Boudousquie, CEO

SCHEDULE I

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Status</u>
US	61/280,557	11/05/2009	n/a	Expired
US	61/347,351	05/21/2010	n/a	Expired
US	12/940,974	11/05/2010	n/a	Abandoned
US	15/098,673	04/14/2016	n/a	Active
WO	PCT/US10/55744	11/05/2010	n/a	Expired
AU	2010314930	11/05/2010	2010314930	Active
AU	2014200132	01/09/2014	n/a	Lapsed
AU	2015261694	11/25/2015	2015261694	Active
AU	2019200358	1/18/2019	n/a	Active
BR	11-2012-010199-4	11/05/2010	n/a	Active
CA	2,778,997	11/05/2010	n/a	Active
DE	10829203.8	11/05/2010	602010056143.7	Active
EP	18215729.7	11/05/2010	n/a	Active
FR	10829203.8	11/05/2010	2496166	Active
GB	10829203.8	11/05/2010	2496166	Active
HK	13102793.0	03/06/2013	n/a	Active
IE	10829203.8	11/05/2010	2496166	Active
IN	3638/DELNP/2012	11/05/2010	n/a	Active
JP	2012-538056	11/05/2010	5,836,964	Active
JP	2015-215570	11/02/2015	n/a	Abandoned
US	61/357,886	06/23/2010	n/a	Expired
US	61/357,894	06/23/2010	n/a	Expired
US	13/101,009	05/04/2011	n/a	Abandoned
US	15/092,945	04/07/2016	n/a	Active
WO	PCT/US11/35253	05/04/2011	n/a	Expired
AU	2011256709	05/04/2011	2011256709	Active
AU	2014200126	01/09/2014	n/a	Lapsed
AU	2017203519	05/26/2017	n/a	Lapsed
BR	11-2012-029263-3	05/04/2011	n/a	Active
CA	2,799,505	05/04/2011	n/a	Active
CN	201180035655.7	05/04/2011	103025260	Active
CN	201510148998.4	04/01/2015	n/a	Abandoned
CN	201510151627.1	04/01/2015	n/a	Abandoned
EP	11783944.9	05/04/2011	n/a	Active
IL	222,965	05/04/2011	222,965	Active
IL	247,424	08/22/2016	n/a	Abandoned
IN	9943/DELNP/2012	05/04/2011	n/a	Active
JP	2013-511025	05/04/2011	2013-526940	Abandoned
JP	2015-240011	12/09/2015	n/a	Abandoned
HK	13111214.2	10/02/2013	1183783	Active
KR	10-2012-7033363	05/04/2011	10-1632429	Active

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Status</u>
KR	10-2015-7004378	02/17/2015	n/a	Abandoned
MX	MX/a/2012/013280	05/04/2011	n/a	Abandoned

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Juris- diction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Status</u>
NIMBUS CONCEPTS	US	85706928	08/17/2012	4664170	Active
NIMBUS	US	85706932	08/17/2012	4664171	Active
TROIKA	US	85706990	08/17/2012	n/a	Dead
OPTIMAL GEOMETRY LESIONING	US	85831898	01/24/2013	n/a	Dead
LARGE FIELD DIRECTIONAL RADIOFREQUENCY ABLATION	US	85706983	08/17/2012	n/a	Dead
TRIAD	US	85831891	01/24/2013	n/a	Dead
IT'S THAT SIMPLE	US	85706988	08/17/2012	n/a	Dead

ASSIGNED DOMAIN NAMES AND WEBSITES (AND CONTENT THEREOF)

www.nimbusconcepts.com; www.nimbusrf.com

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

ASSIGNED WORK INSTRUCTIONS, DEVICE HISTORY RECORDS, AND DEVICE
MASTER RECORDS (AND ALL COPIES, VERSIONS, AND REVISIONS THEREOF AND
ALL DOCUMENTS REFERENCED THEREIN)

<u>Biometrics Document No.</u>	<u>Document Title</u>
WI-134	Nimbus - Applying Heat Shrink Insulation to Cannula
WI-315	Work Instructions (WI): Nimbus

<u>Biometrics Document No.</u>	<u>Document Title</u>
DHR-134	Device History Record for Applying Heat Shrink Insulation to Cannula
DHR-315	Device History Record [for Nimbus devices]
DMR-008	Device Master Record (DMR) for Nimbus RF Ablation Needles
PN-2005-0X	Cannula Drawing
PN-2004-0X	Cannula Assembly Drawing
PN-2007-0X	Insulation Drawing