

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622882

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900581700		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crescent Design, Inc.		08/18/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vante Inc.		
<b>Street Address:</b>	2951 W. Shamrell Blvd., Suite 107		
<b>City:</b>	Flagstaff		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	86005		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76490891	CRESCENT DESIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9287741478		
<b>Email:</b>	jmott@awdlaw.com		
<b>Correspondent Name:</b>	Jennifer Mott		
<b>Address Line 1:</b>	123 N. San Francisco St., Suite 300		
<b>Address Line 4:</b>	Flagstaff, ARIZONA 86001		
<b>ATTORNEY DOCKET NUMBER:</b>	VANTE CRESCENT TM ASSIGN		
<b>NAME OF SUBMITTER:</b>	Jennifer Mott		
<b>SIGNATURE:</b>	/jmott/		
<b>DATE SIGNED:</b>	01/28/2021		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is made and entered into this 18<sup>th</sup> day of August, 2020, by and between **Vante Inc.**, a Missouri corporation (“Buyer”), and **Crescent Design, Inc.**, a California corporation (“Seller”).

A. Buyer, Seller, and the shareholders of Seller are parties to an Asset Purchase Agreement, of even date herewith (the “Purchase Agreement”), pursuant to which Buyer has agreed to purchase certain assets and assume certain liabilities of Seller. Capitalized terms used in this Assignment without definition have the respective meanings ascribed to them in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Seller has agreed to assign to Buyer certain Intellectual Property Rights.

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

1. Assignment of Intellectual Property Rights. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and its successors and assigns forever, all of Seller’s right, title, and interest in the Intellectual Property Rights, including without limitation, any right, title and interest in, to or under any registered and unregistered trademarks, service marks, trade names, trade secrets, patents, copyrights, licenses, information, proprietary rights, or processes included among the Intellectual Property Rights, rights under and remedies against infringement of any of the foregoing, all income, royalties, and damages hereafter due or payable to Seller with respect to any of the foregoing, all rights to sue for past, present, and future infringement or misappropriations of the foregoing, and rights to protection of interests in any of the foregoing, the same to be held and enjoyed by Buyer for its own use and for the use of its successors and assigns.

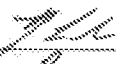
2. Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement, and reference to the Purchase Agreement is hereby made for a complete description of the terms on which the Intellectual Property Rights are being transferred. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment is made on the terms and subject to the conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

3. Miscellaneous. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

VANTE INC.

By:   
Name: Michael G. Goff  
Title: Chairman

CRESCENT DESIGN, INC.

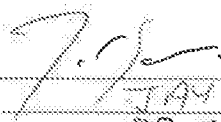
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

VANTE INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CRESCENT DESIGN, INC.

By:  \_\_\_\_\_  
Name: JAY C. SARLOS  
Title: PRESIDENT

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**ASSET PURCHASE AGREEMENT**

among

**VANTE INC.**

*as Buyer,*

**CRESCENT DESIGN, INC.**

*as Seller*

and

**JAY C. SARNO AND JULIA H. SARNO, TRUSTEES OF THE JAY C. SARNO AND JULIA H.  
SARNO LIVING TRUST DATED MARCH 21, 2003 and**

**STEVEN D. ROYCE, AS TRUSTEE OF THE ROYCE 2013 FAMILY TRUST DATED JUNE 20,  
2013**

*as Shareholders*

Dated as of August 18, 2020

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of the 18th day of August, 2020, among **VANTE INC.**, a Missouri corporation (“Buyer”), **CRESCENT DESIGN, INC.**, a California corporation (“Seller”), **JAY C. SARNO AND JULIA H. SARNO, TRUSTEES OF THE JAY C. SARNO AND JULIA H. SARNO LIVING TRUST DATED MARCH 21, 2003**, a trust formed under the laws of the State of California (“Sarno”), and **STEVEN D. ROYCE, AS TRUSTEE OF THE ROYCE 2013 FAMILY TRUST DATED JUNE 20, 2013**, a trust formed under the laws of the State of California (“Royce” and together with Sarno, “Shareholders”). Seller and Shareholders sometimes are referred to collectively as “Seller Parties.”

### RECITALS:

**A.** Seller is engaged in the design, manufacture and sale of machinery, equipment and software for the medical device industry (the “Business”) from a facility located at 6370 Nancy Ridge Drive Suite 105, Suite B, San Diego, California 92121 (the “Seller Facility”), and Shareholders collectively own 100% of the issued and outstanding capital stock of Seller.

**B.** Buyer, Seller and Shareholders have reached an understanding pursuant to which Buyer shall purchase certain assets of Seller and Shareholders, and assume certain obligations of Seller, for cash consideration. However, Buyer is not purchasing from Shareholders any of the capital stock of Seller.

**C.** In connection with such transaction, Shareholders desire to invest in the affiliated equity platform of the Buyer in which the Business will be included, and the affiliate in which Shareholders will invest is willing to accept their investments subject to their execution of certain agreements herein described.

**D.** Each of the parties to this Agreement desires to set forth certain representations, warranties, covenants and indemnity obligations, and to establish certain closing conditions, made to induce the others to execute and deliver this Agreement and to consummate the sale and purchase transactions.

**IN CONSIDERATION OF** the premises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### Article 1

#### Purchase and Sale of Assets

**1.1 Assets to be Purchased.** Subject to the terms and conditions set forth in this Agreement, at the Closing on the Closing Date (as each term is defined in Article 3 hereof), Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens and encumbrances, except for Permitted Encumbrances (as defined herein), all of the assets, properties, rights, titles and interests of every kind and nature of Seller, whether tangible or intangible, and wherever located and by whomever possessed (collectively, the “Assets”), including, without limitation, the following:

(a) Twenty Thousand Dollars (\$20,000.00) of cash and cash equivalents (the “Minimum Cash”);

(b) All inventory of raw materials, finished goods, spare parts, and all packaging and shipping inventory of the Business (“Inventory”);

(c) All work-in-process inventory of Seller (“WIP”);

(d) All trade accounts receivable and notes receivable (the “Receivables”) of Seller;

(e) All prepaid expenses, vendor deposits (if any) and other current assets of Seller (excluding cash and cash equivalents in excess of the Minimum Cash), to the extent usable by Buyer;

(f) All machinery, equipment, computers, mask works, servers, printers, peripheral equipment, leasehold improvements, furniture, vehicles, trade fixtures, tools, instruments, dies, jigs and related spare parts and all supplies owned by Seller, whether located at Seller’s facility or elsewhere, together with all manuals, keys, maintenance records, written warranties and other similar documents relating thereto (the “Fixed Assets”);

(g) All of Seller’s right, title and interest in and to (i) written bids, sales orders, sales contracts, service contracts, supplier contracts, distribution agreements, independent sales representative agreements and other executory contracts (“Business Contracts”), (ii) lease agreements for tangible personal property and trade fixtures used in the Business which were entered into in the ordinary course of the Business (“Equipment Leases”), (iii) agreements by which any current or former employee or other third party agrees to maintain the confidentiality of nonpublic information concerning Seller, or to refrain from competing with Seller, or to refrain from soliciting the employees or customers of Seller (“Employee Agreements”), and (iv) license agreements included in the definition of Intellectual Property Rights below (the items described in (i) through (iv) of this Section 1.1(g), collectively, the “Contract Rights”);

(h) All of Seller’s leasehold rights, title and interest in and to its lease of its office, warehouse and manufacturing facility located at the Seller Facility (the “Facility Lease”);

(i) All of Seller’s right, title and interest in and to (i) the name “Crescent Design, Inc.” and variants, (ii) all registered and unregistered trademarks, service marks, trade names, trade secrets, patents, copyrights, computer software, logos, licenses (both as licensor and licensee), franchises, discoveries, technology, systems, processes, know-how, internet assets, URL addresses, internet domains and subdomains, and other intellectual property rights relating to Seller, whether in tangible or digital form and wherever located, and (iii) all applications and licenses therefor (together, the “Intellectual Property Rights”) and all goodwill of Seller associated with the Intellectual Property Rights, used or usable in the Business;

(j) All of Seller’s transferable permits, reporting systems, customer lists, vendor lists, preferential purchasing arrangements, trade show preferences and reservations, subscriptions, trade association memberships and other intangible assets and rights not elsewhere listed;

(k) All of Seller’s designs, models, prototypes, plans, specifications, drawings and everything related thereto; all of Seller’s sales materials, catalogs, and advertising materials; Seller’s customer list, supplier list and information relating to prospective customers and business opportunities; Seller’s business relationships with its network of sales agents and distributors; and all records and files pertaining to the Business, customers and suppliers, including, without limitation, sales records, correspondence with customers, customer files and account histories and records of purchases



IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized representatives on the day and year first above written.

**BUYER:**

**VANTE INC.**

By: [Signature]  
Name: Ryan L. Goble  
Title: Chairman

**SELLER:**

**CRESCENT DESIGN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHAREHOLDERS:**

**“SARNO”**

\_\_\_\_\_  
Jay C. Sarno, Trustee of The Jay C. Sarno and Julia H. Sarno Living Trust Dated March 21, 2003

\_\_\_\_\_  
Julia H. Sarno, Trustee of The Jay C. Sarno and Julia H. Sarno Living Trust Dated March 21, 2003

**“ROYCE”**

\_\_\_\_\_  
Steven D. Royce, Trustee of The Royce 2013 Family Trust Dated June 20, 2013

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized representatives on the day and year first above written.

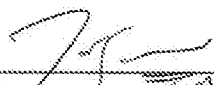
BUYER:

VANTE INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

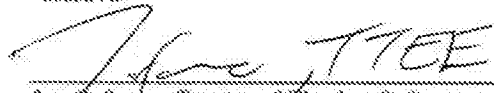
SELLER:

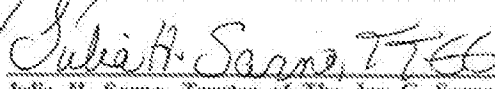
CRESCENT DESIGN, INC.

By:  \_\_\_\_\_  
Name: JAY C. SARNO  
Title: PRESIDENT

SHAREHOLDERS:

"SARNO"

 \_\_\_\_\_  
Jay C. Sarno, Trustee of The Jay C. Sarno and Julia H. Sarno Living Trust Dated March 21, 2003

 \_\_\_\_\_  
Julia H. Sarno, Trustee of The Jay C. Sarno and Julia H. Sarno Living Trust Dated March 21, 2003

"ROYCE"

 \_\_\_\_\_  
Steven D. Royce, Trustee of The Royce 2013 Family Trust Dated June 20, 2013

*{Signature Page to Asset Purchase Agreement}*