# CH \$215.00 570418

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM644127

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OBP MEDICAL CORPORATION		04/30/2021	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ONETRAC SURGICAL, LLC
Street Address:	360 MERRIMACK STREET, BUILDING 9
City:	LAWRENCE
State/Country:	MASSACHUSETTS
Postal Code:	01843
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	5704187	ILLUMINATE THE EVERYDAY
Serial Number:	88127493	MINT
Registration Number:	5068805	OBP MEDICAL
Registration Number:	5760838	OBP SIMPLE, BRIGHT IDEAS.
Registration Number:	5093006	ONETRAC
Registration Number:	5186131	00
Registration Number:	5049731	CLEAR-TRAC
Registration Number:	4425503	SIMPLE. BRIGHT. IDEAS.

### CORRESPONDENCE DATA

**Fax Number:** 6174236917

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.

**Phone:** 6174225312

**Email:** Michelle.Gallagher@wilsonelser.com

Correspondent Name: MICHELLE GALLAGHER
Address Line 1: WILSON ELSER LLP

Address Line 2:260 FRANKLIN STREET, 14TH FLOORAddress Line 4:BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: OBP Med.TM Assign 4/30/21

TRADEMARK
REEL: 007278 FRAME: 0943

900614161

NAME OF SUBMITTER:	Michelle Gallagher
SIGNATURE:	/Michelle Gallagher/
DATE SIGNED:	05/04/2021

### **Total Attachments: 5**

source=TRADEMARK ASSIGNMENT OBP Medical to ONETRAC Surgical 4-30-2021#page1.tif source=TRADEMARK ASSIGNMENT OBP Medical to ONETRAC Surgical 4-30-2021#page2.tif source=TRADEMARK ASSIGNMENT OBP Medical to ONETRAC Surgical 4-30-2021#page3.tif source=TRADEMARK ASSIGNMENT OBP Medical to ONETRAC Surgical 4-30-2021#page4.tif source=TRADEMARK ASSIGNMENT OBP Medical to ONETRAC Surgical 4-30-2021#page5.tif

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Agreement</u>") is entered into by and between OBP MEDICAL CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware with its principal place of business at 360 Merrimack Street Building 9, Lawrence, MA 01843 ("<u>ASSIGNOR</u>") and ONETRAC SURGICAL, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware with its principal place of business at 360 Merrimack Street Building 9, Lawrence, MA 01843 ("<u>ASSIGNEE</u>") as of the 30<sup>th</sup> day of April, 2021 (the "<u>Effective Date</u>").

WHEREAS, ASSIGNOR desires to assign, transfer, convey, and deliver to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the trademarks, trademark applications, trademark registrations, and the domain names set forth on Schedule A (collectively, the "Assigned Marks") together with all goodwill of the business symbolized by the Assigned Marks, subject to the terms and conditions herein;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT. ASSIGNOR hereby assigns, transfers, conveys, and delivers to ASSIGNEE, ON AN "AS IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIEDAND WITHOUT RECOURSE OF ANY KIND TO ASSIGNOR all of ASSIGNOR's right, title, and interest in and to the Assigned Marks, together with all goodwill of the business symbolized by the Assigned Marks, and all common law rights associated therewith, as well as any collateral or attendant rights, privileges, and protections of any kind, whether registered or unregistered, including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Assigned Marks, the right to renew any registrations related to the Assigned Marks, the right to apply for trademark or service mark registrations within or outside the United States based in whole or in part upon the Assigned Marks, and any priority right that may arise from the Assigned Marks, the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this sale, assignment, transfer, and conveyance not been made.

FURTHER ACTION. Upon ASSIGNEE's reasonable request, and at ASSIGNEE's sole cost and expense, ASSIGNOR further agrees to execute and deliver such further documents and/or instruments of transfer, subject to the terms of this Agreement, necessary to effect the valid and lawful assignment of the Assigned Marks in the United States and in all jurisdictions outside of the United States to ASSIGNEE, its successors and assigns. Upon ASSIGNEE's reasonable request, and at ASSIGNEE's sole cost and expense, ASSIGNOR further agrees to execute and deliver such further documents and/or instruments of transfer, subject to the terms of this Agreement, necessary to record the valid and lawful assignment of the Assigned Marks in the United States and in all jurisdictions outside of the United States to ASSIGNEE and vest title in the Assigned Marks to ASSIGNEE, its successors and assigns.

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**RECORDATION.** Assignor hereby authorizes and requests the United States Patent and Trademark Office, and/or any other applicable government authority or registrar, to record ASSIGNEE as owner of the Assigned Marks.

SUCCESSORS/ASSIGNS. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties, intending to be legally bound by this Agreement, have each caused this Agreement to be executed by individuals authorized to legally bind the parties, on this 30th day of April, 2021.

OBP MEDICAL CORPORATION

ONETRAC SURGICAL, LLC

By: \_\_\_\_\_

Ву:

.

Name: Jason Swift

Name: Jason Swift

Title: President

Title: Manager

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# SCHEDULEA

Owner	**	Country	Appl.#	Appl. Date	Reg. #	Reg. Date	<b>\$</b> 1:
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	Australia (IPA)	1419050	2/9/2018	1419050	2/9/2018	10
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	Brazil (INPI)	914160176	2/9/2018			10
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	Canada (CIPO)	1882655	2/12/2018	TMA1089685	12/15/2020	a
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	China (SAIC)	1419050	2/9/2018	1419050	8/23/2018	10
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	European Union (EUIPO)	1419050	2/9/2018	1419050	2/9/2018	30
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	india (IPI)	1419050	2/9/2018	1419050	8/23/2018	9
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	Israel (IPO)	1419050	2/6/2018	1419050	2/9/2018	10
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	Mexico (IMPI)	1419050	2/9/2018	1419050	2/9/2018	10
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	United Kingdom (UKIPO)	1419050	2/9/2018	UK009014190S0	2/9/2018	10
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	United States (USPTO)	87565372	2/11/3017	5704187	3/19/2019	Ö
OBP MEDICAL CORPORATION	ILLUMINATE THE EVERYDAY	WIPO (WIPO Madrid)	1419050	2/9/2018	1419050	8/23/2018	10
OBP MEDICAL CORPORATION	MINT	United States (USPTO)	88127493	9/21/2018			10
OBP MEDICAL CORPORATION	OBP MEDICAL	Australia (IPA)	1343051	11/10/2016	1343051	11/10/2016	10
OBP MEDICAL CORPORATION	OBP MEDICAL	Brazil (INPI)	912604336	4/19/2017	912604336	10/23/2018	10
OBP MEDICAL CORPORATION	OBP MEDICAL	Canada (CIPO)	1809333	11/14/2016	TWA1005132	9/18/2018	10
OBP MEDICAL CORPORATION	OBP MEDICAL	China (SAIC)	1343051	11/10/2016	1343051	11/10/2016	10
OBP MEDICAL CORPORATION	OBP MEDICAL	European Union (EUIPO)	1343051	11/10/2016	1343051	11/10/2016	10
OBP MEDICAL CORPORATION	OBP MEDICAL	India (IPI)	1343051	11/10/2016	1343051	11/10/2016	10
OBP MEDICAL CORPORATION	OBP MEDICAL	(IPO)	1343051	11/10/2016	1343051	11/10/2016	90
OBP MEDICAL CORPORATION	OBP MEDICAL	Mexico (IMPI)	1343051	11/10/2016	1343051	11/10/2016	30
OBP MEDICAL CORPORATION	OBP MEDICAL	United Kingdom (UKIPO)	1343051	11/10/2016	UK00901343051	11/10/2016	OX.
OBP MEDICAL CORPORATION	OBP MEDICAL	United States (USPTO)	87034863	5/12/2016	5068805	10/25/2016	10
OBP MEDICAL CORPORATION	OBP MEDICAL	WIPO (WIPO Madrid)	1343051	11/10/2016	1343051	11/10/2016	æ
OBP MEDICAL CORPORATION	OBP SIMPLE, BRIGHT IDEAS. (and Design)	United States (USPTD)	87886155	4/20/2018	5760838	5/28/2019	OT OT
OBP MEDICAL CORPORATION	ONETRAC	Australia (IPA)	1319680	9/26/2016	1319680	9/26/2016	OE CE
OBP MEDICAL CORPORATION	ONETRAC	Brazil (INPI)	912604417	4/19/2017	912604417	10/23/2018	22
OBP MEDICAL CORPORATION	ONETRAC	Canada (CIPO)	1802009	9/26/2016	TMA1002135	8/3/2018	10
OBP MEDICAL CORPORATION	ONETRAC	China (SAIC)	1319680	9/26/2016	1319680	9/26/2016	DZ.
OBP MEDICAL CORPORATION	ONETRAC	European Union (EUIPO)	1319680	9/26/2016	1319680	9/26/2016	2
OBP MEDICAL CORPORATION	ONETRAC	India (IPI)	1319680	9/26/2016	1319680	9/26/2016	10
OBP MEDICAL CORPORATION	ONETRAC	Israel (IPO)	1319680	9/26/2016	1319680	9/26/2016	10
OBP MEDICAL CORPORATION	ONETRAC	Mexico (IMPI)	1319680	9/26/2016	1319680	9/26/2016	01
OBP MEDICAL CORPORATION	ONETRAC	United Kingdom (UKIPO)	1319680	9/26/2016	UK00901319680	9/26/2016	10

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Owner Mark	Mark	Country	Appl. #	Appl. Date Reg.	Reg.#	Reg. Date	SSES T
NORTAGOGGG ANDIA	ONFTRAC	United States (USPTO)	86954115	3/26/2016 5093006	9006605	11/29/2016	07
- 3	OMETRAC	WIPO (WIPO Madrid)	1319680	9/26/2016 1319680	1319680	9/26/2016	10
	OO (and Decion)	United States (USPTO)	87169917	9/13/2016 5186131	5186131	4/18/2017	10
OBF INEDICAL CONTONATION  OBF INEDICAL CONTO	CIERD TOAC	United States (USPTO)	86918579	2/24/2016 5049731	5049731	9/27/2016	10
OBP MEDICAL CORPORATION SIMPLE, BR	SIMPLE, BRIGHT, IDEAS.	United States (USPTO)	85887180	3/26/2013 4425503	4425503	10/29/2013	10
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Muminatesurgical.com	GoDaddy.com, UC	2/11/2022
obpmed.com	GoDaddy.com, U.C.	4/16/2023
obproducts.com	GoDaddy.com, U.C	4/16/2023
obpsurgical.com	GoDaddy.com, LLC	10/22/2025
onetracretractors.com	GoDaddy.com, LLC	6/23/2022
onetraest.com	GoDaddy.com, U.C	6/23/2022
onetracsurgical.com	GoDaddy.com, U.C	2/11/1022
onetracsurgicalretractor.com	GaDaddy.com, UC	6/23/2022
onetracsurgicalretractors.com	GoDaddy.com, LLC	6/23/2022
simplebrightideas.com	GoDaddy.com, LLC	6/23/2022
simplifywithsingleuse.com	GoDaddy.com, LLC	6/23/2022

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