

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650900

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900614908		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AIRPAL, Inc.		12/02/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arjo Holdings USA, Inc.		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4004841	AIRPAL	
<b>Registration Number:</b>	4000959	AIRPAL PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483583351		
<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>	2483584400		
<b>Email:</b>	trademarks@brookskushman.com		
<b>Correspondent Name:</b>	Molly Mack Crandall		
<b>Address Line 1:</b>	1000 Town Center, 22nd Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075-1238		
<b>ATTORNEY DOCKET NUMBER:</b>	ARJH0104TUS		
<b>NAME OF SUBMITTER:</b>	Molly Mack Crandall		
<b>SIGNATURE:</b>	/molly crandall/		
<b>DATE SIGNED:</b>	06/01/2021		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "**Trademark Assignment**"), is made and entered into as of the **2nd** day of December, 2020, by **AIRPAL, INC.**, a Florida corporation, with its principal place of business located at 2565 NW 69<sup>th</sup> Street, Boca Raton, FL 33496 ("**Assignor**"), in favor of **ARJO HOLDINGS USA, INC.**, a corporation incorporated under the laws of the State of Delaware, with its principal place of business located at 251 Little Falls Drive, Wilmington, Delaware 19808 ("**Assignee**").

**WITNESSETH:**

**WHEREAS**, Assignor and Assignee's affiliate, Arjo Inc., are parties to that certain Asset Purchase Agreement, dated December 2, 2020, by and among (a) Arjo Inc., (b) Assignor, (c) Robert Weedling, (d) Lynne Weedling, (e) Diane Weedling Ankrom, (f) Debra Weedling Barnett and (g) Robert E. Weedling Revocable Trust, dated August 2, 2019 (the "**Purchase Agreement**"); and

**WHEREAS**, as a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined below), and Assignee desires to acquire and accept the Assigned Trademarks from Assignor, on the terms and subject to the conditions of this Trademark Assignment.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

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, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **SCHEDULE 1** hereto and all issuances, extensions, and renewals thereof (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. **Recordation and Further Actions.** 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 Trademark Assignment upon request by Assignee. Following the date hereof, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Counterparts.** This Trademark Assignment may be executed in two (2) original, facsimile or electronic PDF counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same Trademark Assignment. Only one (1) counterpart signed by the party against whom enforceability is sought must be produced to evidence the existence of this Trademark Assignment.

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

5. **Governing Law.** This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

"ASSIGNOR"

AIRPAL, INC., a Florida corporation

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

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

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

*R. Weedling*  
*R. WEEDLING*  
*PRESIDENT*

"ASSIGNEE"

ARJO HOLDINGS USA, INC., a Delaware corporation

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

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

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

STATE OF Florida )

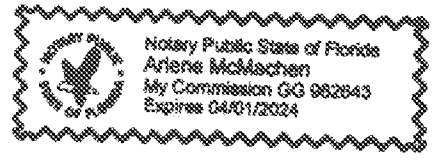
) SS:

COUNTY OF Duval

On this 2nd day of December, 2020 personally ROBERT WEEBUNG appeared  
\_\_\_\_\_, proved to me through satisfactory evidence of identification, which  
was/were DRIVER'S LICENSE, to be the person whose name is signed on the preceding  
document, and who swore or affirmed to me that the contents of the document are truthful  
and accurate to the best of his/her knowledge and belief. The above-indicated individual is  
duly authorized to execute this document singly on behalf of Assignee and executed this  
document of his/her own free will. Subscribed to and sworn before me, a Notary Public, in  
and for the said County and State.

Ariene McMachen  
Signature  
Ariene McMachen Notary Public  
(Printed Name)

My Commission Expires: 4/1/21  
County of Residence: Blaine



IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

**"ASSIGNOR"**

AIRPAL, INC., a Florida corporation

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

Name:

Title:

**"ASSIGNEE"**

ARJO HOLDINGS USA, INC., a Delaware corporation

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

Name: T. Christopher Dorsey

Title: CFO

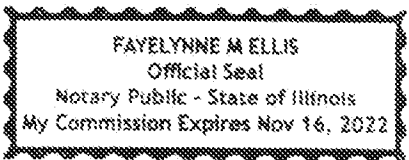
STATE OF Illinois )

) SS:

COUNTY OF DePage )

On this 30<sup>th</sup> day of November, 2020 personally \_\_\_\_\_ appeared Chris Dorsey, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will. Subscribed to and sworn before me, a Notary Public, in and for the said County and State.

\_\_\_\_\_  
Signature



Faye Ellis, Notary Public  
(Printed Name)

My Commission Expires: 11/16/2022 County of Residence: Will



**SCHEDULE 1****Assigned Trademarks**

<b>Title</b>	<b>Country</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
AIRPAL	United States	85053630	6/3/2010	4004841	8/2/2011
AIRPAL	Australia	1103455	3/13/2006	1103455	11/13/2006
AIRPAL	Brazil	828288852	4/12/2006	828288852	5/13/2008
AIRPAL PLATFORM	United States	85053641	6/3/2010	4000959	7/26/2011
AIRPAL SAFE ANATOMIC POSITIONING	United States	85053637	6/3/2010	4498348	3/18/2014
BEST CHOICE FOR BEST PRACTICE	United States	77483028	5/23/2008	3850573	9/21/2010
FIRST CHOICE FOR BEST PRACTICE	United States	77482454	5/23/2008	3850570	9/21/2010