

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649653

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 ATL, LLC		05/25/2021	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	MedGyn Medical Technologies, Inc.		
Street Address:	100 West Industrial Road		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4744032	MILLER ADVANCE	
Registration Number:	5035233	DRIVEN TO INNOVATE... FOCUSED ON CARE	
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:	(801) 328-3131		
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:	05/25/2021		
Total Attachments: 4			
source=Trademark Assignment_ (002) signed by Biomerics#page1.tif			
source=Trademark Assignment_ (002) signed by Biomerics#page2.tif			
source=Trademark Assignment_ (002) signed by Biomerics#page3.tif			
source=Trademark Assignment_ (002) signed by Biomerics#page4.tif			

OP \$65.00 4744032

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between Biomerics ATL, LLC, a Utah limited liability company with an address at 595 S. Riverwoods Parkway, Suite 400, Logan, UT 84321 ("**Assignor**") and MedGyn Medical Technologies, Inc., an Illinois corporation with an address at 100 West Industrial Road, Addison, IL 60101 ("**Assignee**").

WHEREAS, on or about August 14, 2020, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "**Purchase Agreement**"), pursuant to which Assignee purchased the trademark registrations in Schedule 1, in each case together with the goodwill of the business associated therewith, (the "**Marks**") from Assignor; and

WHEREAS, the parties desire to enter into this Assignment to record the assignment of the Marks with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Marks, for the United States and for all foreign countries, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment and the Purchase Agreement contain the sole and entire agreement and understanding of the parties hereto with respect to the subject matter herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter thereof. The terms of the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. This Assignment shall not be changed or altered or modified in any way except in writing signed by a duly authorized representative of each party. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this

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Assignment shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. 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, email, 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.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BIOMERICS ATL, LLC

MEDGYN MEDICAL TECHNOLOGIES, INC.

By: _____

By:  _____

Name: Travis Sessions

Name: Aarathi Singh

Title: Manager

Title: Chief Operating Officer

Date: _____

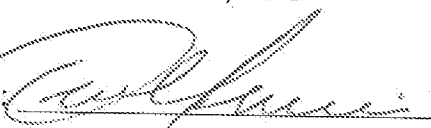
Date: 05/25/2021

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BIOMERICS ATL, LLC

MEDGYN MEDICAL TECHNOLOGIES, INC.

By: 

By: _____

Name: Travis Sessions

Name: _____

Title: Manager

Title: _____

Date: 5/25/2021

Date: _____

SCHEDULE 1

Marks

Mark	U.S. Reg. No. / Reg. Date	US. App. No. / Filing Date	Goods/Services
MILLER ADVANCE	4,744,032 May 26, 2015	85/784,116 Nov. 20, 2012	Catheters; medical devices for use in obstetric and gynecological procedures, namely, catheters and injection devices used for injection of saline or contrast media in conjunction with imaging technology in Class 10.
DRIVEN TO INNOVATE... FOCUSED ON CARE	5,035,233 Sep. 6, 2016	86/852,657 Dec. 17, 2015	Contract manufacturing in the field of medical devices in Class 40.