

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Biophysics Corporation		09/08/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Tactile Systems Technology, Inc.		
Street Address:	3701 Wayzata Blvd, Suite 300		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4919068	AFFLO	
Registration Number:	5788671	AFFLOSHIELD	
Registration Number:	4589749	AFFLOVEST	
Registration Number:	5915088	AFFLOVEST PRO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erin.theroux@faegredrinker.com		
Correspondent Name:	Hudson W. Peters		
Address Line 1:	2200 Wells Fargo Center, 90 S Seventh St		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	473725.60		
NAME OF SUBMITTER:	Erin N. Theroux		
SIGNATURE:	/Erin N. Theroux/		
DATE SIGNED:	09/13/2021		
Total Attachments: 7			
source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page1.tif			

OP \$115.00 4919068

source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page2.tif

source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page3.tif

source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page4.tif

source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page5.tif

source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page6.tif

source=Tactile_AffloVest - Intellectual Property Assignment Agreement Executed#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), is entered into as of September 8, 2021, by and between International Biophysics Corporation, a Texas corporation (“Seller”) and Tactile Systems Technology, Inc., a Delaware corporation (“Buyer”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

BACKGROUND

A. Reference is made to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Seller, Buyer and, solely with respect to Sections 5.5 and 5.7 thereof, H. David Shockley, Jr.

B. Pursuant to the Purchase Agreement and subject to the terms and conditions set forth therein, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all Seller’s right, title and interest to the Assets, including the Intellectual Property Assets.

C. The Parties now desire to execute and deliver this Agreement in connection with the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Intellectual Property Assets.** Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller’s right, title and interest in and to the Intellectual Property Assets free and clear of all Liens other than Permitted Liens, including the Intellectual Property Assets listed in Exhibit A hereto, together with all extensions, continuations, divisionals, continuations-in-part, reissues, reexaminations and post-grant reviews stemming from such Intellectual Property Assets, all goodwill associated therewith, all income, royalties, and payments earned or accrued after the Closing or thereafter with respect thereto and all claims for damages by reason of past, present, or future infringement or misappropriation of the foregoing, with the right to sue for and collect the same. Seller further agrees to execute such further documents reasonably required by Buyer to secure and enforce the rights granted to Buyer under this Agreement, including, but not limited to, (i) providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the domain names set forth in Exhibit A and any other domain names associated with the Business that are necessary to transfer such domain names and (ii) cooperation in executing documents reasonably requested by Buyer to complete formalities for perfecting the assignment of the Intellectual Property Assets and recordation of the assignment of the registrations and applications included in the Intellectual Property Assets with the appropriate governmental authorities.

2. **Subject to Purchase Agreement.** This Agreement is being delivered and executed pursuant to the Purchase Agreement and is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms

or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.


3. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Such counterparts may be executed and delivered by facsimile or other electronic means by any of the Parties (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com), and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first written above.

BUYER:

TACTILE SYSTEMS TECHNOLOGY,
INC.

DocuSigned by:
By: 
Name: Daniel L. Reuvers
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first written above.

SELLER:

INTERNATIONAL BIOPHYSICS
CORPORATION

By: 
Name: H. David Shockley, Jr.
Title: President/CEO

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

Patents

Title	Application Number	Filing Date	Patent Number	Issue Date	Country
Self-Contained Portable Positionable Oscillating Motor Array Including Disposable And/Or Recyclable Portions	14/876,504	10/6/2015	11,013,659	5/25/2021	US
Self-Contained Portable Positionable Oscillating Motor Array With Strap Tension Sensing Elements	17/328,523	5/24/2021	n/a	<i>pending</i>	US
Self-Contained Portable Positionable Oscillating Motor Array Including An Outer Harness Providing A Compressive Force	14/876,507	10/6/2015	10,251,810	4/9/2019	US
Kit For Clearing A Biological Airway Including A Self-Contained Portable Positionable Oscillating Motor Array	14/876,487	10/6/2015	10,849,818	12/1/2020	US
Flexible Vest Including A Positionable Oscillating Motor Array	14/876,494	10/6/2015	10,973,734	4/13/2021	US
Method Of Clearing A Biological Airway Using A Self-Contained Portable Positionable Oscillating Motor Array	14/876,479	10/6/2015	10,874,581	12/29/2020	US
Self-Contained Portable Positionable Oscillating Motor Array System	15/266,465	9/15/2016	9,907,725	3/6/2018	US
Method Of Clearing A Biological Airway Using A Self-Contained Portable Positionable Oscillating Motor Array	15/266,496	9/15/2016	9,956,134	5/1/2018	US
Kit For Clearing A Biological Airway Including A Self-Contained Portable Positionable Oscillating Motor Array	15/266,521	9/15/2016	9,895,287	2/20/2018	US
Systems And Methods For Monitoring A Subject's Effective Use Of A Self-Contained Portable Positionable Oscillating Motor Array	15/353,383	11/16/2016	10874582	12/29/2020	US
Systems And Methods For Monitoring A Subject's Effective Use Of A Self-Contained Portable Positionable Oscillating Motor Array	15/728,887	10/10/2017	10,610,446	4/7/2020	US
Systems And Methods For Effective Reuse Of A Self-Contained Portable Positionable Oscillating Motor Array	16/157,631	10/11/2018	10,722,425	7/28/2020	US
Systems and Methods For Effective Reuse Of A Self-contained Portable Positionable Oscillating Motor Array	PCT/US2019/055183	10/8/2019	WO/2020/076821	4/16/2020	WO
Self-Contained Portable Positionable Oscillating Motor Array	2999959	10/6/2015	2999959	<i>pending</i>	CA
Systems and Methods For Monitoring A Subject's Effective Use Of A Self-Contained Portable Positionable Oscillating Motor Array	3080690	11/16/2017	3080690	<i>pending</i>	CA

Title	Application Number	Filing Date	Patent Number	Issue Date	Country
Systems and Methods For Effective Reuse Of A Selfcontained Portable Positionable Oscillating Motor Array	3115767	10/8/2019	3115767	<i>pending</i>	CA
Self-Contained Portable Positionable Oscillating Motor Array	2015328220	10/6/2015	2015328220	4/16/2020	AU
Systems and Methods For Monitoring A Subject's Effective Use Of A Self-Contained Portable Positionable Oscillating Motor Array	2017361382	11/16/2017	n/a	<i>pending</i>	AU
Self-Contained Portable Positionable Oscillating Motor Array	2020200154	1/8/2020	2020200154	11/12/2020	AU
Systems and Methods For Effective Reuse Of A Selfcontained Portable Positionable Oscillating Motor Array	2019359264	10/8/2019	n/a	<i>pending</i>	AU
Self-Contained Portable Positionable Oscillating Motor Array	15848394.1	10/6/2015	3203969	<i>pending</i>	EU
Systems and Methods For Monitoring A Subject's Effective Use Of A Self-Contained Portable Positionable Oscillating Motor Array	17872163.5	11/16/2017	3541342	<i>pending</i>	EU
Systems and Methods For Effective Reuse Of A Selfcontained Portable Positionable Oscillating Motor Array	19870999.0	10/8/2019	3863588	<i>pending</i>	EU

Trademarks

Title	Application Number	Filing Date	Registration Number	Issue Date	Country
AFFLO	86438277	10/29/2014	4919068	3/15/2016	US
AFFLOSHIELD	87680453	11/10/2017	5788671	6/25/2019	US
AFFLOVEST	85930648	5/13/2013	4589749	8/19/2014	US
AFFLOVEST PRO	86807978	11/3/2015	5915088	11/19/2019	US
AFFLOVEST	913905278	4/1/2015	913905278	10/6/2015	GB
AFFLOVEST	13905278	4/1/2015	13905278	10/6/2015	EU
AFFLOVEST	1684118	3/27/2015	1684118	3/27/2015	AU
AFFLOVEST	1016730	3/27/2015	1016730	9/29/2015	NZ

Domain Names

1. <https://www.afflovest.com/>
2. <https://impact-be.com/>
3. impact-cf.com
4. impactcfwebinar.com