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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM675690

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FTT Medical, Inc.		08/06/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	DJ Acquisition FTT, LLC	
Street Address:	6364 Dean Parkway	
City:	Ontario	
State/Country:	NEW YORK	
Postal Code:	14519	
Entity Type:	Limited Liability Company: NEW YORK	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6357107	GLOSPEC
Registration Number:	5122710	ESI SINCE 1896

CORRESPONDENCE DATA

Fax Number:

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.

Email: aolek@lippes.com
Correspondent Name: Andrew J. Olek
Address Line 1: 50 Fountain Plaza

Address Line 2: Suite 1700

Address Line 4: Buffalo, NEW YORK 14202

NAME OF SUBMITTER:	Andrew J. Olek
SIGNATURE:	/AJO/
DATE SIGNED:	09/21/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("<u>Trademark Assignment</u>"), dated as of August <u>6</u>, 2021, is made by FTT MEDICAL, INC. ("<u>Assignor</u>"), a New York corporation, in favor of DJ ACQUISITION FTT, LLC ("<u>Assignee</u>"), a New York limited liability company.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. 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 <u>Schedule 0</u> hereto and all issuances, extensions, and renewals thereof (the "<u>Assigned Trademarks</u>"), 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 to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

FTT MEDICAL, INC.

Name: Win

Title: President

ASSIGNEE:

DJ ACQUISITION FTT, LLC

By: DJ Acquisition Management Corp., its Manager

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RECORDED: 09/21/2021

m. Milhael Faulkner

Name: Michael Faulkner

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

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