

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685912

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900649346		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biomerics, LLC		04/28/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Stratus Medical LLC		
Street Address:	32303 FM 2978		
City:	Magnolia		
State/Country:	TEXAS		
Postal Code:	77354		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88682118	STRATUS	
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:	8013283131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	One Utah Center		
Address Line 2:	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:	11/04/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of the last date of execution below, by and between **Stratus Medical LLC**, a Utah limited liability company ("*Assignee*"), and **Biomerics, LLC**, a Utah limited liability company ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 19, 2019 ("*APA*"), pursuant to which Assignor agreed to transfer to Assignee, *inter alia*, all "trademarks . . . and any other intellectual property rights exclusively relating to the Nimbus Division."

WHEREAS, Assignor filed an application for registration of the STRATUS trademark with the United States Patent and Trademark Office on November 6, 2019, which application has been identified as U.S. Serial Number 88682118 and was published on March 24, 2020 ("*STRATUS Application*").

WHEREAS, the STRATUS Application exclusively relates to the Nimbus Division identified in the APA and was in existence as of the effective date of the APA.

NOW, THEREFORE, pursuant to the terms of the APA and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

- 1. Assignment.** Assignor does hereby absolutely, unconditionally, and irrevocably assign and transfer to Assignee, and Assignee does hereby accept from Assignor, the STRATUS Application—namely, U.S. Trademark Application Serial Number 88682118 for the mark STRATUS, filed November 6, 2019—along with that part of the good will of the business connected with the use of and symbolized by the mark.
- 2. Recordation.** Assignor hereby authorizes and requests the United States Commissioner for Trademarks and any other applicable governmental officials, including in foreign countries, to record and register this Assignment upon request by Assignee.
- 3. Counterparts.** This Assignment may be executed in any number of counterparts (including via facsimile or electronic mail), each of which will be deemed an original, but all of which together will constitute but one and the same instrument.
- 4. Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5. Further Assurances.** Assignor agrees (at no cost to Assignee) to (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.

6. **Entire Agreement.** This Assignment is made pursuant to the APA and is subject to the terms thereof. Nothing contained in this Assignment shall be construed to enlarge, limit, modify, or alter the rights of Assignor or Assignee under the APA.

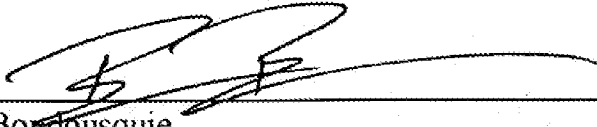
7. **Miscellaneous.** This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Utah, without reference to the choice of law rules thereof. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both parties hereto.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:

STRATUS MEDICAL LLC



Bret Boudousquie
CEO

Date: April 28, 2020

ASSIGNOR:

BIOMERICS, LLC

Travis Sessions
Authorized Manager

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:


STRATUS MEDICAL LLC

Bret Boudousquie
CEO

Date: _____

ASSIGNOR:

BIOMERICS, LLC



Travis Sessions
Authorized Manager

Date: 4/28/2020