

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735542

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| ENDOCLEAR LLC   |  | 09/18/2019            | Limited Liability Company:<br>MICHIGAN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | AVENT INC  |                       |  |
| <b>Street Address:</b>  | 5405 Windward Parkway                              |                       |  |
| <b>City:</b>  | Alpharetta   |                       |  |
| <b>State/Country:</b>   | GEORGIA  |                       |  |
| <b>Postal Code:</b>   | 30004  |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |  |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 77898520   | ENDOCLEAR             |  |
| <b>Serial Number:</b>   | 77983383   | ENDOCLEAR             |  |
| <b>Serial Number:</b>   | 86524774   | ENDOCLEAR LIBERATOR   |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  |  |                       |  |
| <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>   | 4042287439   |                       |  |
| <b>Email:</b>   | abates@bates-bates.com, Ckoerner@bates-bates.com   |                       |  |
| <b>Correspondent Name:</b>  | Andrea Bates                                       |                       |  |
| <b>Address Line 1:</b>  | 1890 Marietta Blvd., NW                            |                       |  |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30318                             |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Andrea E. Bates                                    |                       |  |
| <b>SIGNATURE:</b>   | /Andrea E. Bates/                                  |                       |  |
| <b>DATE SIGNED:</b>   | 06/17/2022   |                       |  |
| <b>Total Attachments: 5</b>   |  |                       |  |
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| source=ENDOCLEAR Trademark Assignment_Redacted#page3.tif  |  |                       |  |

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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of the 18<sup>th</sup> day of September, 2019, by and between Endoclear LLC, a Michigan limited liability company, the successor-in-interest by merger of Endoclear LLC, a Michigan limited liability company, and endOclear, LLC, a Delaware limited liability company ("Assignor"), and Avent, Inc., a Delaware corporation ("Assignee").

**RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Avanos Medical, Inc., a Delaware corporation and parent of Assignee (the "Purchase Agreement");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to Assignor's trademarks, service marks, trade names, brand names, logos and corporate names, slogans, trade dress and other indicia of source of origin, whether or not registered, including, but not limited to, all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof that constitute Seller Intellectual Property Rights, including, but not limited to, the trademark and/or service mark registrations and/or applications identified on **Schedule 1** attached hereto (collectively, the "Trademarks"); and

**WHEREAS**, capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, conveys, and transfers to Assignee, and Assignee hereby purchases, acquires, accepts, and assumes from Assignor, all worldwide right, title, and interest in, to, and under all Trademarks, including, without limitation, any and all common law rights thereto and the goodwill of the Business symbolized thereby, together with Assignor's worldwide right to police, monitor, and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement), which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.
2. **Authorization**. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices, as applicable) to record this Agreement and transfer the Trademarks to Assignee as assignee of the

entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. Governing Agreement. This Agreement is executed and delivered pursuant to the terms and conditions of the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish, or amplify any of the representations, warranties, covenants, or obligations of any Party contained in the Purchase Agreement or the survival thereof.
4. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee, or their respective successors and assigns.
5. Further Assurances. From and after the date hereof but subject to the terms and conditions herein, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.
6. Governing Law. All matters arising out of this Agreement or relating to the interpretation, construction, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of laws of any jurisdiction other than the State of Delaware.
7. Counterparts. This Agreement may be executed in two (2) original, facsimile, or electronic counterparts, each of which will be deemed an original, and both of which when taken together will constitute one and the same instrument.
8. Third Parties. Nothing in this Agreement is intended to confer any rights or remedies, whether express or implied, on any third parties other than Assignor and Assignee and their respective successors and permitted assigns.
9. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of Assignor and Assignee and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

Endoclear LLC

By: Brad Vazales

Name: Brad Vazales

Title: Chief Executive Officer and Chief Medical Officer

STATE OF Michigan

COUNTY OF Emmet

On the 17 day of Sept in the year 2019, before me personally came Brad E. Vazales to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Pittsford, Michigan (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the CEO/Owner of Endoclear LLC, the limited liability company described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the manager(s) of said limited liability company.

Cindy R Alexander  
Notary Public

Printed Name: CINDY R ALEXANDER

My Commission Expires:

CINDY R ALEXANDER  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OSCODA  
My Commission Expires April 28, 2021  
Acting in the County of EMMET

[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 007777 FRAME: 0205

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNEE:

Avent, Inc.

By: Warren Machan  
Name: Warren Machan  
Title: SVP + CFO

STATE OF GEORGIA

COUNTY OF FULTON

On this 17<sup>th</sup> day of September in the year 2019, before me, a Notary Public, in and for said state, personally appeared Warren Machan, the SVP + CFO of Avent, Inc., known to me to be the person who executed the within Trademark Assignment Agreement, on behalf of said company and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Brenda J. McCaffrey  
Notary Public

Print Name: Brenda McCaffrey

My commission expires:

Notary Public, Fulton County Georgia  
My Commission Expires June 1, 2020

**SCHEDULE 1**

**Trademarks**

**Registered Trademarks:**

| <b>Title</b>        | <b>TM Serial No.</b> | <b>Filing Date</b> | <b>Country</b> | <b>Status</b> |
|---------------------|----------------------|--------------------|----------------|---------------|
| ENDOCLEAR           | 77/898,520           | 12/21/09           | US             | Registered    |
| ENDOCLEAR           | 77/983,383           | 12/21/09           | US             | Registered    |
| [REDACTED]          | [REDACTED]           | [REDACTED]         | [REDACTED]     | [REDACTED]    |
| [REDACTED]          | [REDACTED]           | [REDACTED]         | [REDACTED]     | [REDACTED]    |
| [REDACTED]          | [REDACTED]           | [REDACTED]         | [REDACTED]     | [REDACTED]    |
| ENDOCLEAR LIBERATOR | 86/524,774           | 02/04/15           | US             | Registered    |

**Common Law Trademarks:**

Cleaner airways, fewer vent days.™

When suctioning is not enough.™

Because suctioning is not enough.™

Because suctioning and oral care are not enough.™