OP \$40.00 6147818

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM861120

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alaris LLC		03/31/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Deposition Solutions, LLC	
Street Address:	6500 Greenville	
Internal Address:	Ste. 375	
City:	Dallas	
State/Country:	try: TEXAS	
Postal Code:	75206	
Entity Type:	Limited Liability Company: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6147818	ALARIS

CORRESPONDENCE DATA

Fax Number: 2158511420

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.

Phone: 215-851-8100

Email: phlipdocketing@reedsmith.com

Correspondent Name: Matthew P. Frederick, Reed Smith LLP Address Line 1: 1717 Arch Street, Three Logan Square

Address Line 2: Suite 3100

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Matthew P. Frederick
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	12/14/2023

Total Attachments: 4

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TRADEMARK
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is entered into as of this 31st day of March, 2021, between Deposition Solutions, LLC, a Texas limited liability company ("<u>Assignee</u>") having an address at 6500 Greenville, Ste. 375, Dallas, TX 75206, and Alaris LLC, a Missouri limited liability company ("<u>Assignor</u>"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor is the sole and exclusive owner of the trademarks, trademark registrations and/or applications detailed on **Schedule A** (the "Trademarks");

WHEREAS, Assignor, Assignee and certain other parties thereto have entered into an Asset Purchase Agreement, dated as of the date hereof (the "<u>Asset Purchase Agreement</u>"), pursuant to which Assignor has transferred and assigned to Assignee the Trademarks; and

WHEREAS, Assignor desires to further evidence the assignment, transfer, and conveyance of all of Assignor's right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Trademarks (including any common law rights that may exist and are associated therewith), together with the goodwill symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use thereof, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.
- 2. Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.
- 3. Assignor agrees to execute any further documents or instruments as may be necessary and proper to vest full title in and to the Trademarks and other corresponding rights in Assignee.
- 4. This Assignment may be executed in multiple counterparts and delivered, submitted and filed electronically (including by .pdf), each of which will be deemed an original and all of which together constitute one and the same instrument.

Signature page follows

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

ALARIS LLC, a Missouri limited liability company

Name: Deborah C. Weaver

Title: CEO

NOTARIAL CERTIFICATE

On this 31st day of March, 2021, before me, personally appeared Deborah C. Weaver, who is known to me or identified herself to me to be the individual who executed the foregoing instrument, and who acknowledged to me that she executed the same of her own free will and for the purpose herein set forth.

[NOTARIAL SEAL]

Print Name: \ \\\\(\)

My commission expires:

Commission Number 20738535 My Commission Expires Sep 14, 2024

JULIE THERESE LAYTON Notary Public - Notary Seal St Louis County - State of Missouri

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

DEPOSITION SOLUTIONS, LLC

Name: Zack Miller

NOTARIAL CERTIFICATE

On this 31st day of March, 2021, before me, personally appeared Zack Miller, who is known to me or identified himself to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose herein set forth.

LORENZA OLIVARES

Notary Public, State of Texas
Comm. Expires 07-27-2023
Notary ID 3936548

Notary Public Print Name: Lorenza Olivares My commission expires: 7-27-23

Schedule A

Trademark	Serial/Registration No.
Alaris	Serial No.: 87/514,737
	Registration No.: 6,147,818

RECORDED: 12/14/2023