

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI161038

<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>
Ecolab USA Inc.		02/27/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Microtek Medical, Inc.		
<b>Street Address:</b>	1 Ecolab Place		
<b>City:</b>	Saint Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55102		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1795743	1 DRAPE	
<b>Registration Number:</b>	1868864	AUTO-SLUSH	
<b>Registration Number:</b>	1861729	AUTO-STIR	
<b>Registration Number:</b>	2034432	HUSH SLUSH	
<b>Registration Number:</b>	2076355	PLATE-DRAPE	
<b>Registration Number:</b>	6145754	CORETEMP	
<b>Registration Number:</b>	4863596	GENESYS	
<b>Registration Number:</b>	1893036	CENTRATION	
<b>Registration Number:</b>	1924536	TOP DRAPE	
<b>Registration Number:</b>	2076356	DISC-DRAPE	
<b>Registration Number:</b>	3033208	SMART WARMER	
<b>Registration Number:</b>	3185079	SCOPE CRADLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123225201		
<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>	5123225200		
<b>Email:</b>	tmcentral@pirkeybarber.com		
<b>Correspondent Name:</b>	Christopher M. Kindel		
<b>Address Line 1:</b>	Pirkey Barber PLLC		

OP \$315.00.00 74276626

**Address Line 2:** 1801 East 6th Street, Suite 300  
**Address Line 4:** Austin, TEXAS 78702

**ATTORNEY DOCKET NUMBER:** ECOL5705

**NAME OF SUBMITTER:** Kyley Schwartz

**SIGNATURE:** Kyley Schwartz

**DATE SIGNED:** 04/15/2024

**Total Attachments: 4**

source=United States - Ecolab USA Inc. to Microtek Medical Inc.#page1.tif

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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of February 27, 2024, is made by Ecolab USA Inc. ("**Assignor**"), a Delaware Corporation, located at 1 Ecolab Place, Saint Paul, Minnesota 55102, USA, in favor of Microtek Medical, Inc. ("**Assignee**"), a Delaware Corporation, located at 1 Ecolab Place, Saint Paul, Minnesota 55102, USA.

WHEREAS, Assignor and Assignee are both wholly-owned subsidiaries of Ecolab Inc. Pursuant to a corporate restructuring, the parties desire to convey certain intellectual property assets from Assignee to Assignor.

WHEREAS, Assignor and Assignee have agreed to execute and deliver this Trademark Assignment, for recording with the applicable trademark offices worldwide;

NOW THEREFORE, The parties agree as follows:

1. Assignment. 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 Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), 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 and the officials of corresponding entities or agencies in any applicable jurisdictions 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.

3. Counterparts. 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. Successors and Assigns. 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Ecolab USA Inc.

By: 

Name: Sarah Lockner

Title: Assistant Chief IP Counsel – Trademarks & Marketing

AGREED TO AND ACCEPTED:

Microtek Medical, Inc.

By: 

Name: Sarah Lockner

Title: Vice President

## SCHEDULE 1

### Assigned Trademarks

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
1 DRAPE	United States	1795743	Sep. 28, 1993
AUTO-SLUSH	United States	1868864	Dec. 20, 1994
AUTO-STIR	United States	1861729	Nov. 8, 1994
HUSH SLUSH	United States	2034432	Jan. 28, 1997
PLATE-DRAPE	United States	2076355	Jul. 1, 1997
CORETEMP	United States	6145754	Sep. 8, 2020
GENESYS	United States	4863596	Dec. 1, 2015
CENTRATION	United States	1893036	May 9, 1995
TOP DRAPE	United States	1924536	Oct. 3, 1995
DISC-DRAPE	United States	2076356	Jul. 1, 1997
SMART WARMER	United States	3033208	Dec. 20, 2005
SCOPE CRADLE	United States	3185079	Dec. 12, 2006