

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|--|--|----------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Entity Type | | |
| | HS TM, LLC | | 06/18/2012 |
| | LIMITED LIABILITY COMPANY: DELAWARE | | |
| RECEIVING PARTY DATA | | | |
| Name: | PARKER-HANNIFIN CORPORATION | | |
| Street Address: | 6035 PARKLAND BLVD. | | |
| City: | CLEVELAND | | |
| State/Country: | OHIO | | |
| Postal Code: | 44124 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 3148180 | NITRONOX |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2168964027 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 216 896 2326 | | |
| Email: | ssieger@parker.com | | |
| Correspondent Name: | PARKER-HANNIFIN CORPORATION | | |
| Address Line 1: | 6035 PARKLAND BLVD. | | |
| Address Line 4: | CLEVELAND, OHIO 44124 | | |
| NAME OF SUBMITTER: | THOMAS G. FISTEK, ESQ. | | |
| Signature: | /TOM FISTEK/ | | |
| Date: | 09/27/2012 | | |
| Total Attachments: 3 source=assignment001#page1.tif source=assignment001#page2.tif source=assignment001#page3.tif | | | |

CH \$40.00 3148180

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 18th day of June 2012 by HS TM, LLC, a Delaware limited liability company, formerly known as HS TM, Inc. ("Assignor"), in favor of Parker-Hannifin Corporation, an Ohio corporation ("Assignee").

WHEREAS, HS TM, Inc. has been assigned the entire right, title and interest in and to the "Nitronox" trademark, which is registered in the United States as further described in Schedule D-1 attached hereto (the "Mark");

WHEREAS, the HS TM, Inc. is now known as HS TM, LLC;

WHEREAS, Assignor wishes to sell and Assignee desires to acquire the entire right, title and interest in and to the Mark; and

WHEREAS, in order to evidence the acquisition of Assignor's right, title and interest in and to the Marks, Assignor desires to execute this Trademark Assignment in favor of the Assignee.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee Assignor's entire right, title and interest in and to the Mark, together with all registrations and applications therefore, including the registration for the Mark in the United States, and any and all renewals and extensions therefor, together with the goodwill appurtenant thereto.

2. Recording; No Conflicts. Assignor hereby authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey its entire interest herein assigned, and that it has not executed and will not execute any agreement or other document in conflict herewith.

3. Further Assurances. Assignor agrees that, without further consideration or expense to Assignee, Assignor shall execute or cause its Affiliates to execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary or appropriate to carry out the intent of this Trademark Assignment, as well as provide such other material, information or assistance as may be necessary or desirable to carry out the intent of this Trademark Assignment. Assignor shall, within 30 days from the execution of this Trademark Assignment, record with the United States Patent and Trademark Office such documents necessary to evidence clear chain of title from the applicant of the trademark registration to the Assignor. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive the Mark.

4. Modification; Waiver. This Trademark Assignment may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. Severability. If any provision of this Trademark Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Trademark Assignment, as the case may require, and this Trademark Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

6. Miscellaneous. This Trademark Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date first above written.

HIS TM, LLC (formerly known as HS TM, Inc.)

By: 

Name: Michael S. Ettinger

Title: Secretary and manager

SCHEDULE D-1

| <u>Trademark Name</u> | <u>Country/Jurisdiction of Registration</u> | <u>Registration Number</u> | <u>Registered Owner</u> | <u>Type of Registration</u> | <u>First Use Date:</u> |
|-----------------------|---|----------------------------|-------------------------|---|------------------------|
| NITRONOX | United States Only | 3,148,180 | HS TM, LLC | CI 10: Apparatus for the administration of oxygen and anesthetic gases and component parts thereof, namely, regulator with mixture pressure gauge, delivery hose, demand valve, mask and mouth piece, and nitrous oxide and oxygen cylinders | 29-Mar-1977 |

®