

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

06/06/2014

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>Medira Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>U.S. Delaware</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Medegen Medical Products, LLC</u></p> <p>Street Address: <u>c/o Medira Inc., 209 Medegen Drive</u></p> <p>City: <u>Galloway</u></p> <p>State: <u>Tennessee</u></p> <p>Country: <u>United States of America</u> Zip: <u>38036</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association Citizenship _____  <input type="checkbox"/> Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input checked="" type="checkbox"/> Corporation Citizenship <u>U.S. Delaware</u>  <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
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**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 2, 2014

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Assignment of TMS & Purchase Agreeem

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

<p>A. Trademark Application No.(s)      Text</p> <p>73/229,454</p>	<p>B. Trademark Registration No.(s)</p> <p>1,193,420 TOSS-A-WAY with date of Registration April 6, 1982</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Erin Villasenor</u></p> <p>Internal Address: <u>Winston &amp; Strawn LLP</u></p> <p>Street Address: <u>1111 Louisiana Street</u>  <u>25th Floor</u></p> <p>City: <u>Houston</u></p> <p>State: <u>TX</u>      Zip: <u>77002</u></p> <p>Phone Number: <u>713 651-2686</u></p> <p>Docket Number: <u>170144.00003</u></p> <p>Email Address: <u>EVillasenor@winston.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">3</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ <u>120.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number <u>50-1814</u></p> <p>Authorized User Name <u>Erin Villasenor</u></p>
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**9. Signature:** [Signature]      June 6, 2014

Signature      Date

Erin Villasenor

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 501814 73229454

Additional Numbers of Trademark Applications/Trademark Registration Numbers to  
Accompanying Medira Inc. (Conveying Party) to  
Medcgen Medical Products, LLC (receiving Party)

A. Trademark Application No.(s)

B. Trademark Registration No.(s) & Trademark

77/902,855

3,945,534 & URI-CLIP

Unknown

TMA 154,281 & MELT-A-WAY (& Design  
registered November 24, 1967

### ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of June 2, 2014 (the "Assignment"), by and between Medira Inc., a Delaware corporation ("Assignor"), and Medegen Medical Products, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor and Medical Action Industries Inc., a Delaware corporation ("Seller") have (together with Inteplast Group Ltd., solely with respect to Sections 5.1(b) and 11.20 thereof) entered into that certain Purchase Agreement dated as of March 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by Seller to Assignor of all of Seller's right, title and interest in and to the Assets and the assumption by Assignor of the Assumed Liabilities; and

B. Pursuant to the terms of the Purchase Agreement, Seller has sold, transferred, assigned and delivered to Assignor all of Seller's right, title and interest in and to all of the all of the registered trademarks and common law marks registered or in use in the United States or any foreign country relating exclusively to the Business and any trademark applications relating exclusively to the Business filed by Seller (collectively, the "Marks"), including those listed on Exhibit A annexed hereto and incorporated herein by reference.

C. Immediately following the consummation of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the Marks.

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Marks.

(a) Assignor does hereby assign and transfer to Assignee all rights, title and interest in and to the Marks, including (i) the sole and exclusive right to register the Marks under the laws of the United States and any other jurisdiction worldwide, now or hereafter in effect, and to renew any registration to the extent required or permitted, (ii) the sole and exclusive right to all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for future infringements or misappropriations of the Marks, (iii) the sole and exclusive right to bring and maintain actions for future trademark infringement, misappropriation or other violations, including the right to sue

Assignment of Trademarks

**TRADEMARK**  
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for infringement damages arising following the date hereof and collect the same and (iv) all rights in the trade dress and logos associated with the Marks.

(b) Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 2(a) not been made. Assignor further covenants and agrees not to seek to challenge the validity of any of such Marks or oppose any trademark application following the date hereof related to the Marks, including, without limitation, in any claim, action, arbitration, suit, inquiry or proceeding.

3. Recording of Assignment. Assignor hereby authorizes Assignee to request the relevant Governmental Authority to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Marks for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Amendment and Modification; Waiver. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

5. No Third-Party Beneficiary. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties and their respective permitted successors and assigns (pursuant to the Purchase Agreement), any rights or remedies under or by reason of this Assignment.

6. GOVERNING LAW. THIS ASSIGNMENT (AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT) SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

7. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

Assignment of Trademarks

**TRADEMARK**  
**REEL: 005300 FRAME: 0450**

8. Consent to Jurisdiction. Each Party hereby irrevocably and unconditionally submits, for itself, to the exclusive jurisdiction of the state courts, and any Federal court of the United States of America, sitting in New York, New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such state or Federal Court sitting in New York, New York, and (d) waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 11.2 of the Purchase Agreement.

9. Counterparts. This Assignment may be executed in counterparts (including by PDF or other electronic means), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

10. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Assignment is held to be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

[Signature Page Follows]

Assignment of Trademarks

**TRADEMARK**  
**REEL: 005300 FRAME: 0451**

MEDIRA INC.

By:

*[Handwritten Signature]*

Name:

ROBERT WANG

Title:

CFO & TREASURER

STATE OF

New Jersey

§

COUNTY OF

Medira

§

§

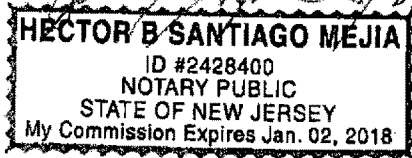
This instrument was acknowledged before me on 20 May, 2014, by Robert Wang, as CFO & Treasurer of Medira Inc. on behalf of such corporation.

[SEAL]

Notary Public, State of

New Jersey

*[Handwritten Signature]*



**MEDEGEN MEDICAL PRODUCTS, LLC**

By: *David Young*

Name: DAVID YOUNG

Title: VP OPERATIONS & BUSINESS DEVELOPMENT

STATE OF *New Jersey*

§

COUNTY OF *Essex*

§

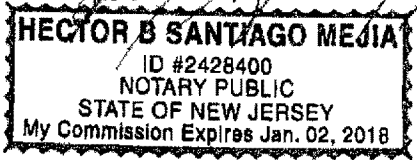
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This instrument was acknowledged before me on *31 May*, 2014, by *David Young*, as *VP Operations & Business Development* of *Medegen Medical Products, LLC* on behalf of such *limited liability corporation*

[SEAL]

Notary Public, State of *New Jersey*

*Hector B. Santiago Mejia*



**EXHIBIT A****UNITED STATES TRADEMARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
TOSS-A-WAY	1,193,420	April 6, 1982
URI-CLIP	3,945,534	April 12, 2011

**CANADA TRADEMARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
MELT-A-WAY (& DESIGN)	TMA154,281	November 24, 1967

Assignment of Trademarks