TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM621489

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
Protek Medical Products, Inc.		11/20/2020	Corporation: IOWA

RECEIVING PARTY DATA

Name:	Aspen Surgical Products, Inc.		
Street Address:	6945 Southbelt Dr. SE		
City:	Caledonia		
State/Country:	MICHIGAN		
Postal Code:	49316		
Entity Type:	Corporation: MICHIGAN		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6164834	CLINGTOUCH
Serial Number:	88250189	THISISIT

CORRESPONDENCE DATA

Fax Number: 6124927077

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: 6124927000

Email: plarson@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	01/21/2021

Total Attachments: 4

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> TRADEMARK REEL: 007166 FRAME: 0341

900592367

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of November 20, 2020, by and between Protek Medical Products, Inc., an Iowa corporation, with an address at 4125 Westcor Ct., Coralville, IA 52241 ("<u>Assignor</u>"), and Aspen Surgical Products, Inc., a Michigan corporation, with an address at 6945 Southbelt Dr. SE, Caledonia, MI 49316 ("<u>Assignee</u>").

Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with the U.S. Patent and Trademark Office.

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, 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, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.
- 3. <u>Successors and Assigns</u>. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

TRADEMARK REEL: 007166 FRAME: 0342 IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: Protek Medical Products, Inc.

Name: Rick L. Pruter

Its: President

AGREED TO AND ACCEPTED:

Assignee: Aspen Surgical Products, Inc.

Name: Jason Krieser

Its: President and Chief Executive Officer

TRADEMARK REEL: 007166 FRAME: 0343

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

Assignor: Protek Medical Products, Inc.

Name: Rick L. Pruter

Its: President

AGREED TO AND ACCEPTED:

Assignee: Aspen Surgical Products, Inc.

Name: Jason Krieser

Its. President and Chief Executive Officer

TRADEMARK REEL: 007166 FRAME: 0344

ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State	Status
CLINGTOUCH	SN: 88250196 RN: 6164834	January 4, 2019	September 29, 2020	U.S.	Registered
THISISIT	SN: 88250189	January 4, 2019		U.S.	Pending

RECORDED: 01/21/2021

TRADEMARK REEL: 007166 FRAME: 0345