

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRA MEDICAL DEVICES, INC.		10/01/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	SPECTRA MEDICAL DEVICES, LLC		
Street Address:	299 Ballardvale Street, Suite 1		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4735611	BLOCK GLIDE	
Registration Number:	3625383	CATH GLIDE	
Registration Number:	4139521	CATH SLIDE	
Serial Number:	85104318	SPECTRA MEDICAL DEVICES, INC.	
Registration Number:	4756314	EPI-MATCH	
Registration Number:	4226877	GUIDE GLIDE	
Registration Number:	4700174	GUIDE GLIDE II	
Registration Number:	4700148	RAF	
Registration Number:	4505860	RED SNAPPER	
Registration Number:	4700150	REDUCED ADVANCE FORCE	
Registration Number:	4749252	SAC-TRA	
Registration Number:	4700157	SAFE-CUT	
Registration Number:	6042832	SPECTRA GUIDE	
Registration Number:	5625315	SPECTRA LEADING EDGE MEDICAL DEVICES	
Serial Number:	88889044	SONIC BLOCK	
Serial Number:	88867956	ECHOSHOT	
Serial Number:	87633188	SPECTRASEAL	
Serial Number:	88900752	REDUCED ADVANCEMENT FORCE	
Serial Number:	97706918		

OP \$640.00 4735611

Property Type	Number	Word Mark
Serial Number:	87246885	SONIC BLOCK
Serial Number:	85646757	HUSTEAD ULTRASONIC
Serial Number:	85646781	TUOHY ULTRA SONIC
Serial Number:	85646817	CRAWFORD ULTRASONIC
Serial Number:	85104360	SAC-TRA
Serial Number:	77815340	SPECTRAPOINT

CORRESPONDENCE DATA

Fax Number: 2026725399

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: 202-672-5300

Email: IPDocketing@foley.com

Correspondent Name: Norm J. Rich

Address Line 1: Foley & Lardner LLP

Address Line 2: 3000 K Street, N.W., Sixth Floor

Address Line 4: Washington, D.C. 20007

NAME OF SUBMITTER:	Norm J Rich
SIGNATURE:	/Norm J. Rich/
DATE SIGNED:	07/08/2022

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with all Appendices hereto, this “Assignment”), dated as of October 1, 2021 (the “Effective Date”), is entered into by and between SPECTRA MEDICAL DEVICES, INC., a Massachusetts corporation (“Assignor”), on the one hand, and SPECTRA MEDICAL DEVICES, LLC, a Delaware limited liability company (“Assignee” and together with Assignor, the “Parties”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Equity and Asset Purchase Agreement, dated as of August 31, 2021 (the “EAPA”), pursuant to which, *inter alia*, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Purchased Assets (as defined in the EAPA), including the Transferred Trademarks (as defined below), upon the terms and subject to the conditions set forth in the EAPA;

WHEREAS, this Assignment is an Ancillary Agreement pursuant to the EAPA;
and

WHEREAS, pursuant to the EAPA, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, all of Assignor’s right, title and interest in and to the trademarks identified in the Transferred Trademarks (as defined below).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the EAPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties, intending to be legally bound, agree as follows:

Section 1.1. Assignment. As of the Effective Date, Assignor does hereby absolutely, irrevocably and unconditionally sell, transfer, convey, deliver, and assign unto Assignee and its successors and assigns, and Assignee hereby accepts and receives, to have and to hold forever, free and clear of all liens and encumbrances, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as would have been held and enjoyed by such Assignor if this Assignment had not been made, as assignee of its entire right, title and interest therein, all of the entire worldwide right, title, benefit, privileges and interests in and to the following:

(a) the Trademarks set forth on Appendix A hereto and all issuances, extensions, and renewals thereof as well as any common law rights thereto, together with the goodwill of the business connected with or symbolized by the foregoing;

(b) all domain name registrations and material unregistered marks set forth on Appendix A hereto, together with the goodwill of the business connected with the foregoing;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law;

(d) any and all royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Assigned Trademarks").

Without limitation to the generality of the foregoing, with respect to United States intent-to-use trademark applications included in the Trademarks ("ITU Applications"), the assignment granted under the foregoing assignment provision accompanies the transfer of Assignor's business or portion of the business to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.

Section 1.2. Further Assurances. At Assignee's reasonable request, Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee at Assignee's expense, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

Section 1.3. Recordation. Assignor hereby requests and authorizes the Commissioners for Patents and Trademarks in the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record and register Assignee as the owner of the Transferred Trademarks, and to issue any and all Transferred Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Transferred Trademarks.

Section 1.4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to affect, diminish, supersede, modify, alter, replace, rescind, waive, amend, expand upon or otherwise change or impair any of the representations, warranties, covenants, indemnities, terms or provisions of the EAPA or any other Ancillary Agreement or any of the rights, remedies, or obligations of Assignor and Assignee thereunder, all of which shall remain in full force and effect in accordance with their terms. In the event of any direct and irresolvable conflict between the terms of this Assignment and the terms of the EAPA, the terms of the EAPA shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.

Section 1.5. General Provisions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed thereto in the EAPA. This Assignment, the EAPA and the other Ancillary Agreements constitute the sole and entire agreement of the Parties to this Assignment with respect to the subject matter contained herein and therein, and supersede all other prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This Assignment shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. The headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

Section 1.6. Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the State of Delaware. Any legal suit, action, proceeding or dispute arising out of or relating to this Assignment, the other Ancillary Agreements or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

Section 1.7. Counterparts. This Assignment may be executed electronically and/or in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SPECTRA MEDICAL DEVICES, INC

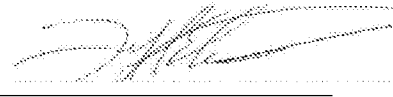
By 

Name: Anthony C. Arrigo

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SPECTRA MEDICAL DEVICES, LLC

By 

Name: Jeff Edwards

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007774 FRAME: 0635

APPENDIX A

TRANSFERRED TRADEMARKS

Trademark Name	Country	Serial Number	Registration Number	Registration Date	Registered Owner
CATH SLIDE	China		8550223		SPECTRA MEDICAL DEVICES, INC.
CATH SLIDE	EU	009286527		January 14, 2011	SPECTRA MEDICAL DEVICES, INC.
EPI-MATCH	EU	011147725		January 9, 2013	SPECTRA MEDICAL DEVICES, INC.
PORT GLIDE	EU	010173219		December 14, 2011	SPECTRA MEDICAL DEVICES, INC.
RED SNAPPER	EU	011031069		December 7, 2012	SPECTRA MEDICAL DEVICES, INC.
SONICSTIM	EU	017912022		October 3, 2018	SPECTRA MEDICAL DEVICES, INC.
SPECTRA LEADING EDGE MEDICAL DEVICES & DESIGN	EU	017410861		February 26, 2018	SPECTRA MEDICAL DEVICES, INC.
SPECTRAPOINT	EU	008892986		July 5, 2010	SPECTRA MEDICAL DEVICES, INC.
SPECTRASEAL	EU	017410853		February 16, 2018	SPECTRA MEDICAL DEVICES, INC.
CATH SLIDE	Japan		2010-060480		SPECTRA MEDICAL DEVICES, INC.
EPI-MATCH	Japan		2012-069660		SPECTRA MEDICAL DEVICES, INC.
CATH SLIDE	Russian Federation		2010725056		SPECTRA MEDICAL DEVICES, INC.
CATH SLIDE	Republic of Korea		4008975970000	January 3, 2012	SPECTRA MEDICAL DEVICES, INC.
EPI-MATCH	Republic of Korea		4009773010000	June 25, 2013	SPECTRA MEDICAL DEVICES, INC.

CATH SLIDE	UK		0090928652 7	January 14, 2011	SPECTRA MEDICAL DEVICES, INC.
EPI-MATCH	UK		0091114772 5	January 9, 2013	SPECTRA MEDICAL DEVICES, INC.
PORT GLIDE	UK		0091017321 9	December 14, 2011	SPECTRA MEDICAL DEVICES, INC.
RED SNAPPER	UK		0091103106 9	December 7, 2012	SPECTRA MEDICAL DEVICES, INC.
SONICSTIM	UK		0091791202 2	October 3, 2018	SPECTRA MEDICAL DEVICES, INC.
SPECTRA LEADING EDGE MEDICAL DEVICES & DESIGN	UK		0091741086 1	February 26, 2018	SPECTRA MEDICAL DEVICES, INC.
SPECTRAPOINT	UK		0090889298 6	July 5, 2010	SPECTRA MEDICAL DEVICES, INC.
SPECTRASEAL	UK		0091741085 3	February 16, 2018	SPECTRA MEDICAL DEVICES, INC.
BLOCK GLIDE	US	85637345	4735611	May 12, 2015	SPECTRA MEDICAL DEVICES, INC.
CATH GLIDE	US	77385601	3625383	May 26, 2009	SPECTRA MEDICAL DEVICES, INC.
CATH SLIDE	US	77930470	4139521	May 8, 2012	SPECTRA MEDICAL DEVICES, INC.
SPECTRA MEDICAL DEVICES, INC.		85104318			
EPI-MATCH	US	85730532	4756314	June 16, 2015	SPECTRA MEDICAL DEVICES, INC.
GUIDE GLIDE	US	85355216	4226877	October 16, 2012	SPECTRA MEDICAL DEVICES, INC.
GUIDE GLIDE II	US	85661425	4700174	March 10, 2015	SPECTRA MEDICAL DEVICES, INC.
RAF	US	85637360	4700148	March 10, 2015	SPECTRA MEDICAL DEVICES, INC.
RED SNAPPER	US	85513999	4505860	April 1, 2014	SPECTRA MEDICAL DEVICES, INC.

REDUCED ADVANCE FORCE	US	85637422	4700150	March 10, 2015	SPECTRA MEDICAL DEVICES, INC.
SAC-TRA	US	86228169	4749252	June 2, 2015	SPECTRA MEDICAL DEVICES, INC.
SAFE-CUT	US	85646032	4700157	March 10, 2015	SPECTRA MEDICAL DEVICES, INC.
SPECTRA GUIDE	US	87147597	6042832	April 28, 2020	SPECTRA MEDICAL DEVICES, INC.
SPECTRA LEADING EDGE MEDICAL DEVICES & DESIGN	US	87630519	5625315	December 11, 2018	SPECTRA MEDICAL DEVICES, INC.
SONIC BLOCK	US	88889044			SPECTRA MEDICAL DEVICES, INC.
ECHOSHOT	US	88867956			SPECTRA MEDICAL DEVICES, INC.
SPECTRASEAL	US	87633188			SPECTRA MEDICAL DEVICES, INC.
REDUCED ADVANCEMEN T FORCE	US	88900752			SPECTRA MEDICAL DEVICES, INC.
SONICSTIM	US	97706918			SPECTRA MEDICAL DEVICES, INC.
SONIC BLOCK	US	87246885			SPECTRA MEDICAL DEVICES, INC.
HUSTEAD ULTRASONIC	US	85646757			SPECTRA MEDICAL DEVICES, INC.
TUOHY ULTRA SONIC	US	85646781			SPECTRA MEDICAL DEVICES, INC.
CRAWFORD ULTRASONIC	US	85646817			SPECTRA MEDICAL DEVICES, INC.
SAC-TRA	US	85104360			SPECTRA MEDICAL DEVICES, INC.
SPECTRAPOINT	US	77815340			SPECTRA MEDICAL DEVICES, INC.

SPECTRA MEDICAL DEVICES	China	45737110			SPECTRA MEDICAL DEVICES, INC.
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