

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI47218

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Seating, LLC		09/29/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Company Name:	Sunrise Medical (US) LLC		
Street Address:	2842 Business Park Avenue		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93727		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87127820	RIDEWORKS	
Serial Number:	88666081		
Serial Number:	76528768	RIDE	
Serial Number:	76572515	RIDE CAM	
Serial Number:	88665993		
Serial Number:	86593936	FLEXLOC	
Serial Number:	86594043	RIDE	
Serial Number:	76528758	RIDE DESIGNS	
Serial Number:	85274960	JAVA	
Serial Number:	97083166	JAVA	
Serial Number:	97083149	ACCUSOFT	
CORRESPONDENCE DATA			
Fax Number:	4192559639		
<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>			
Phone:	4192555900		
Email:	mst@mstfirm.com,duggan@mstfirm.com		
Correspondent Name:	Mr. James A. Duggan		
Address Line 1:	One Maritime Plaza, 5th Floor		

OP \$290.00.00 87127820

Address Line 2: 720 Water Street
Address Line 4: Toledo, OHIO 43604

ATTORNEY DOCKET NUMBER: 64661-US-NF

NAME OF SUBMITTER: James Duggan

SIGNATURE: James Duggan

DATE SIGNED: 02/23/2024

Total Attachments: 10

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

between

THE MEMBERS OF ASPEN SEATING, LLC (“SELLERS”),

THOMAS R. HETZEL (“SELLERS’ REPRESENTATIVE”),

SUNRISE MEDICAL (US) LLC (“BUYER”)

and

SUNRISE MEDICAL HOLDINGS LIMITED (“PARENT”)

dated as of

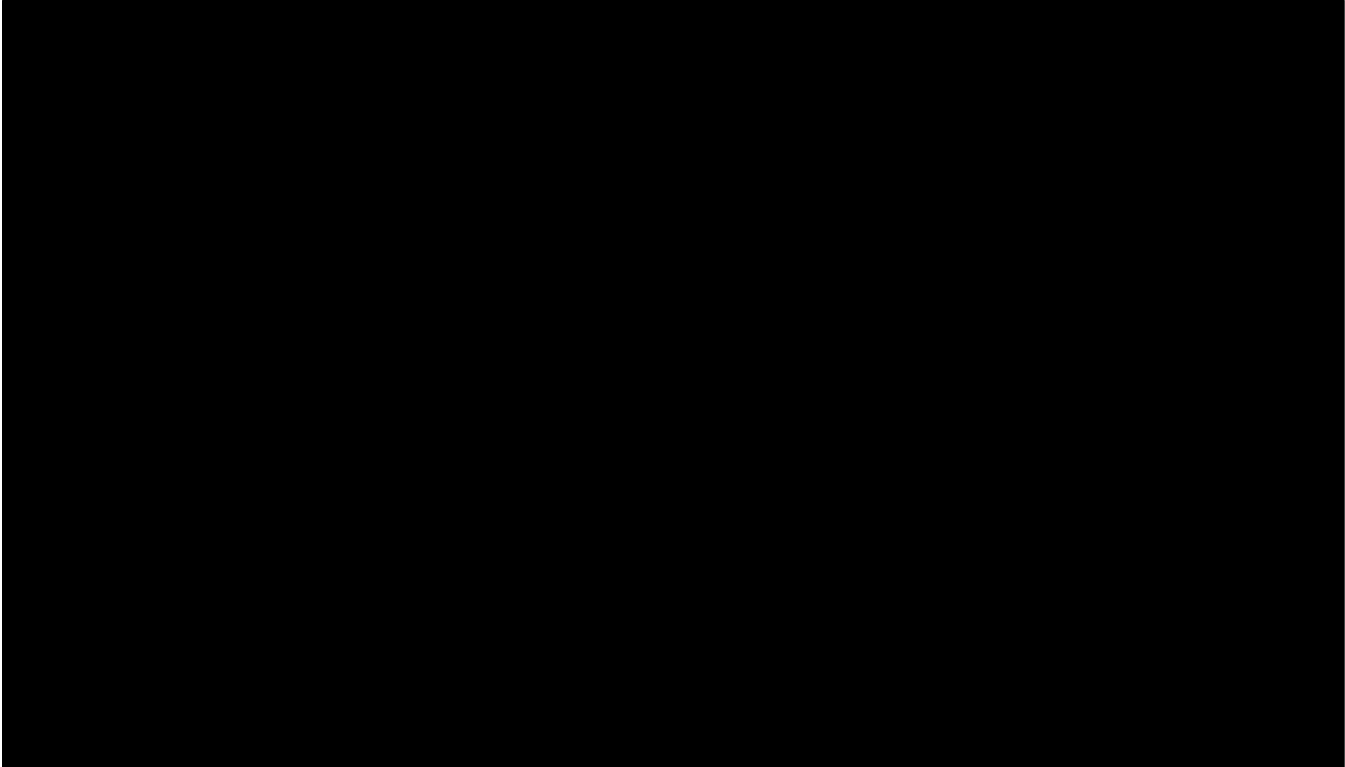
September 29, 2023

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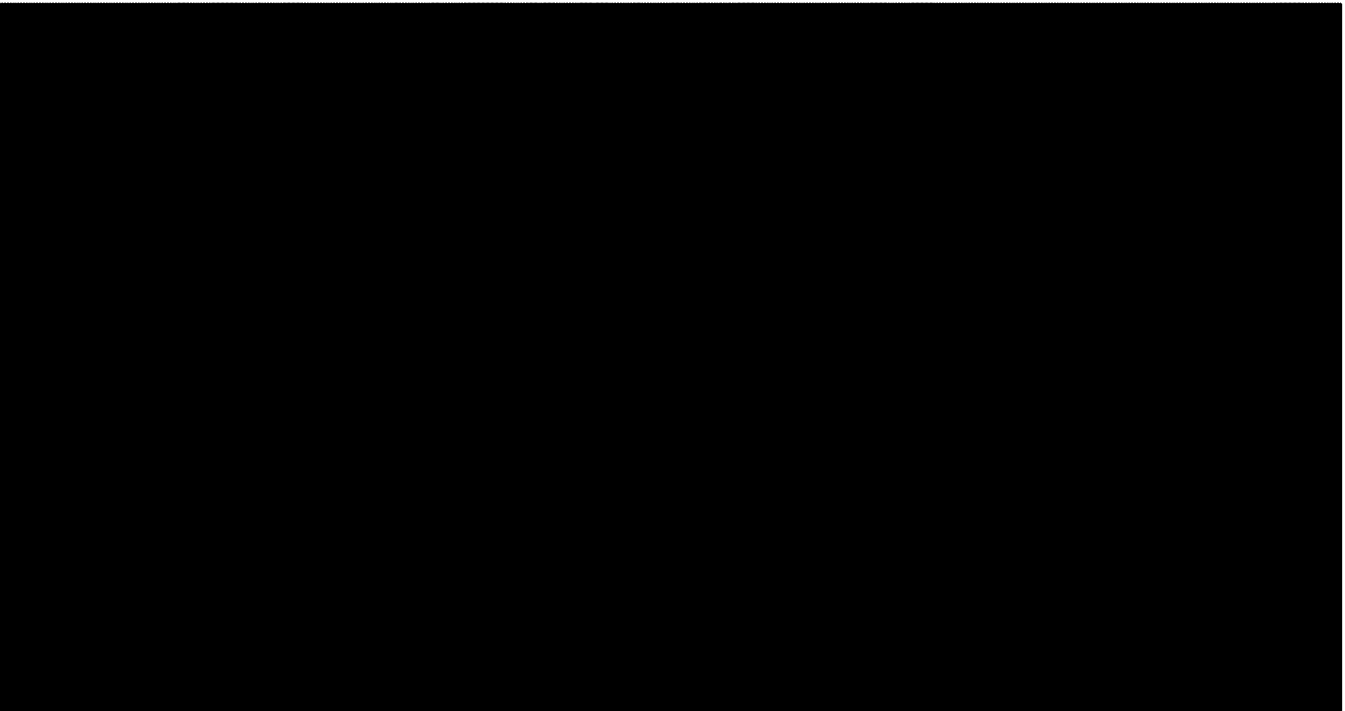
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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this “**Agreement**”), dated as of September 29, 2023 is entered into between the Members of Aspen Seating, LLC (each individually a “**Seller**” and collectively the “**Sellers**”), Thomas R. Hetzel, as representative of the Sellers (“**Sellers’ Representative**”), Sunrise Medical (US) LLC, a Delaware limited liability company (“**Buyer**”), and Sunrise Medical Holdings Limited, a company organized under the laws of United Kingdom, parent of Buyer (the “**Parent**”).

RECITALS

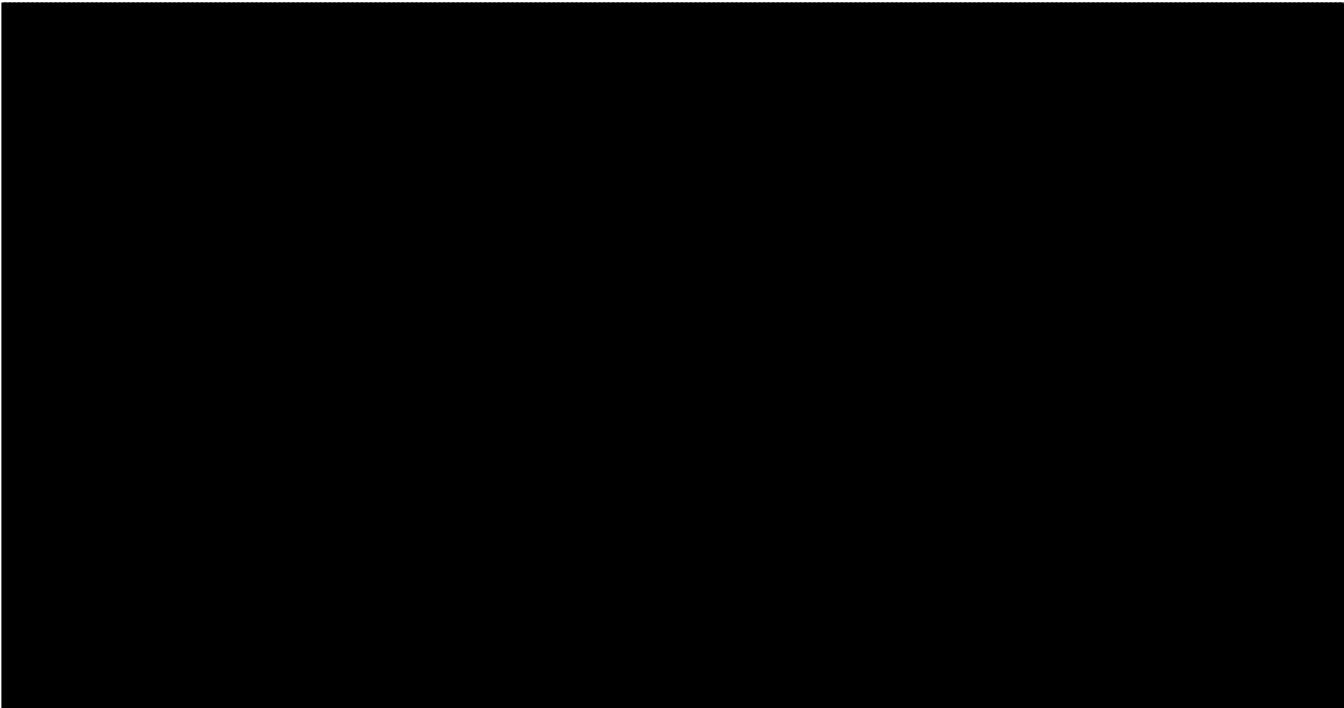
WHEREAS, each Seller, directly or indirectly, owns all of the issued and outstanding membership interests (the “**Interests**”) of Aspen Seating, LLC, a Colorado limited liability company, dba Ride Designs (the “**Company**”) set forth opposite his, her or its name on Schedule A; and

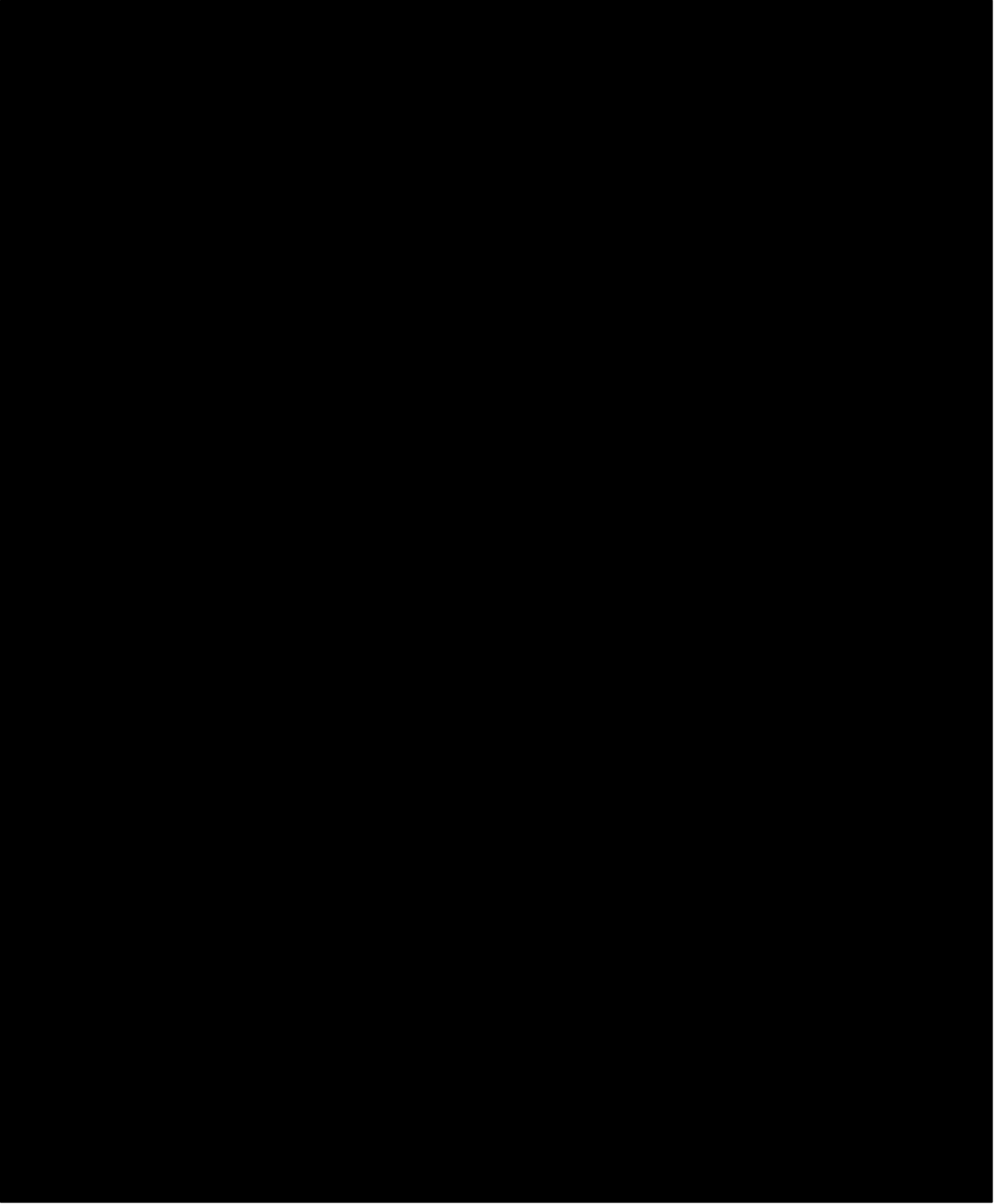
WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Interests, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

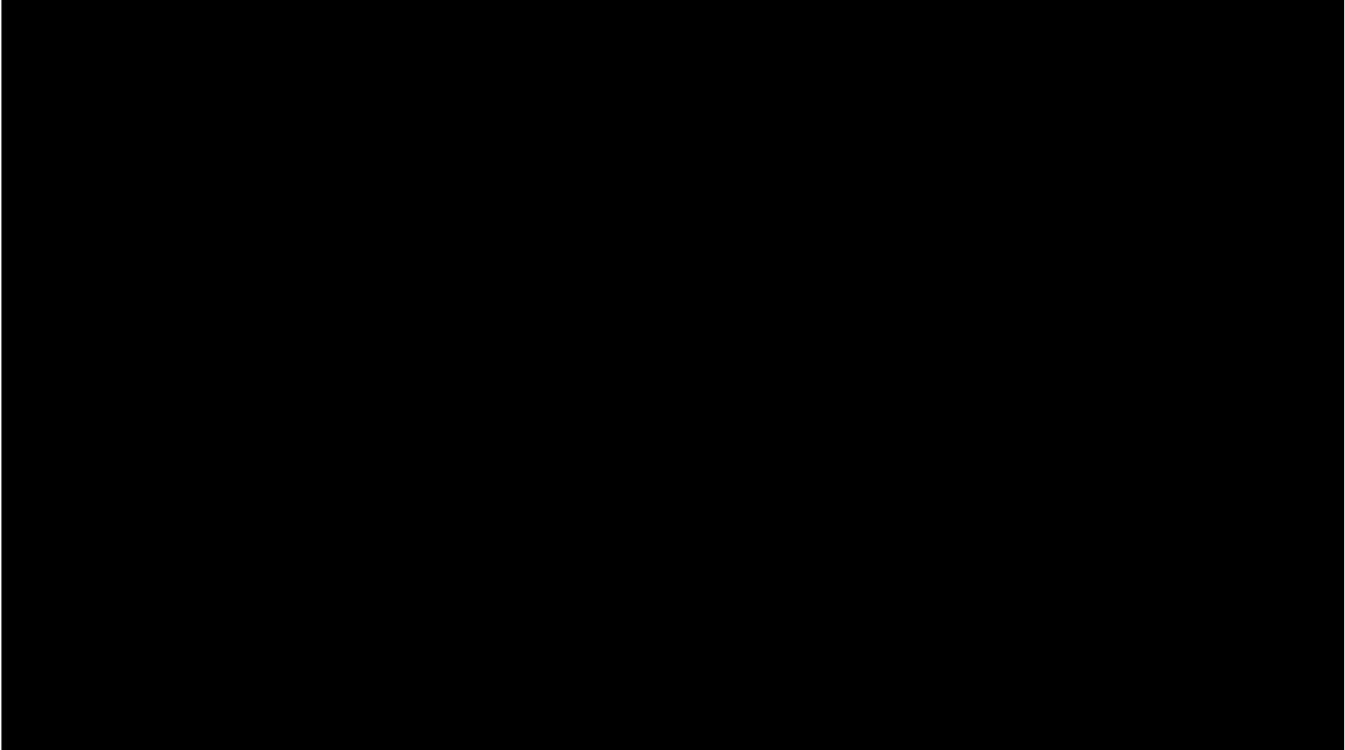
ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:



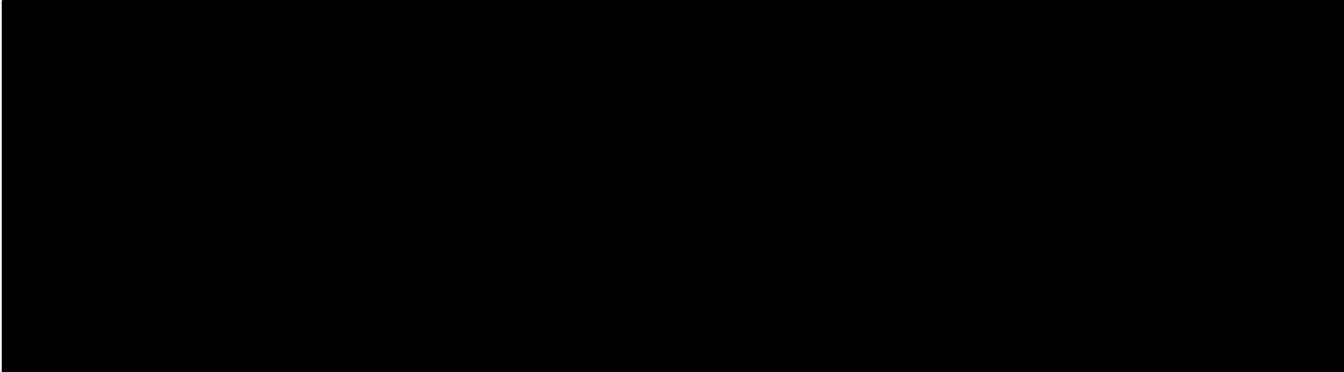


“Company Intellectual Property” has the meaning set forth in Section 3.12(a).



“Intellectual Property” means any and all of the following that may exist or be created pursuant to the Laws of any jurisdiction throughout the world, and any applications for registration and registrations of the foregoing property or rights (whether pending, existing, abandoned or expired): (a) registered or unregistered trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, and corporate names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; (b) copyrights and all registrations and applications for registration thereof, works of authorship and mask work rights; (c) trade secrets, confidential and proprietary information (whether or not constituting a trade secret) and know-how; (d) patents and patent applications, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon; (e) internet domain name registrations; (f) Software and Technology and (g) other intellectual property and related proprietary rights.

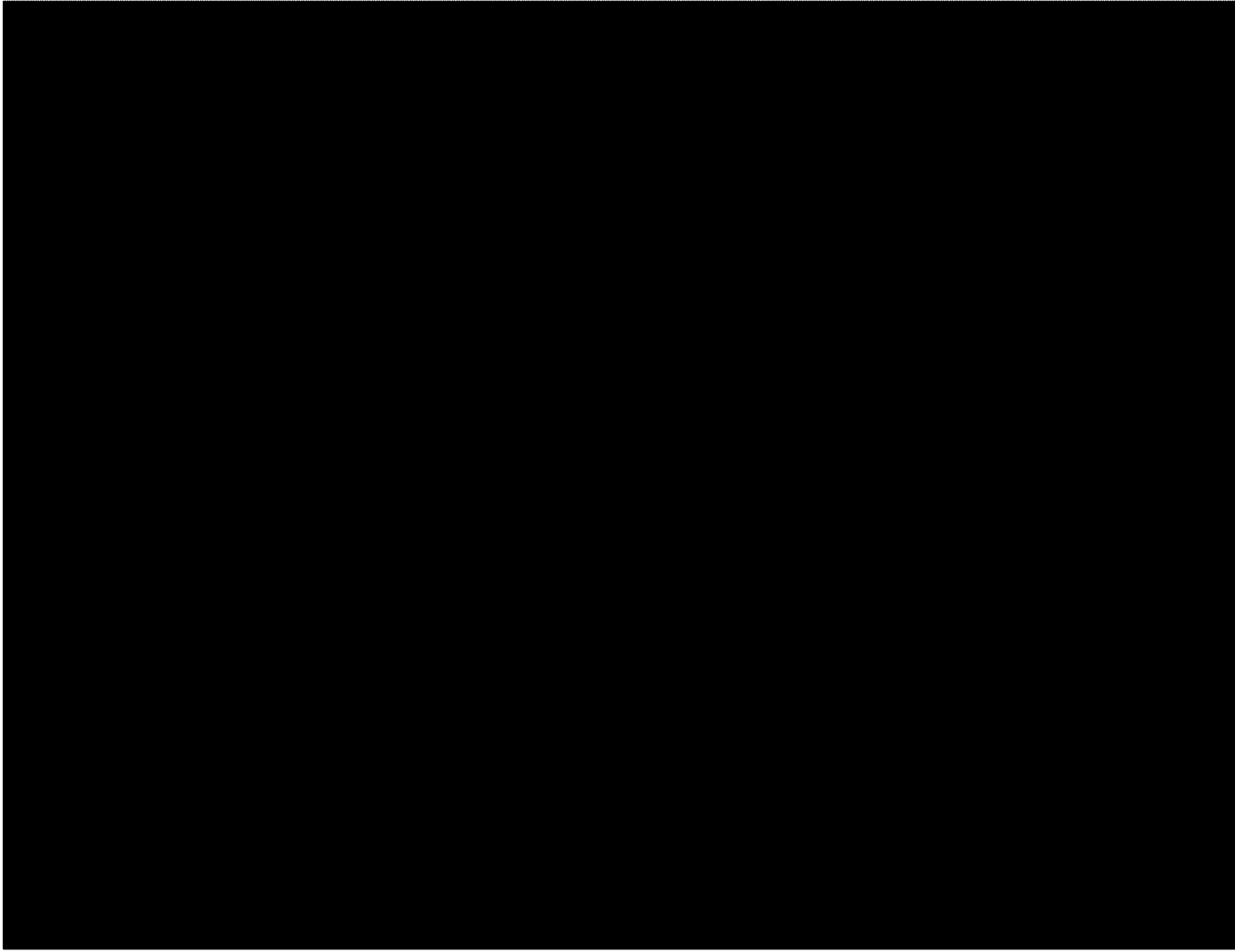
“Interests” has the meaning set forth in the recitals.



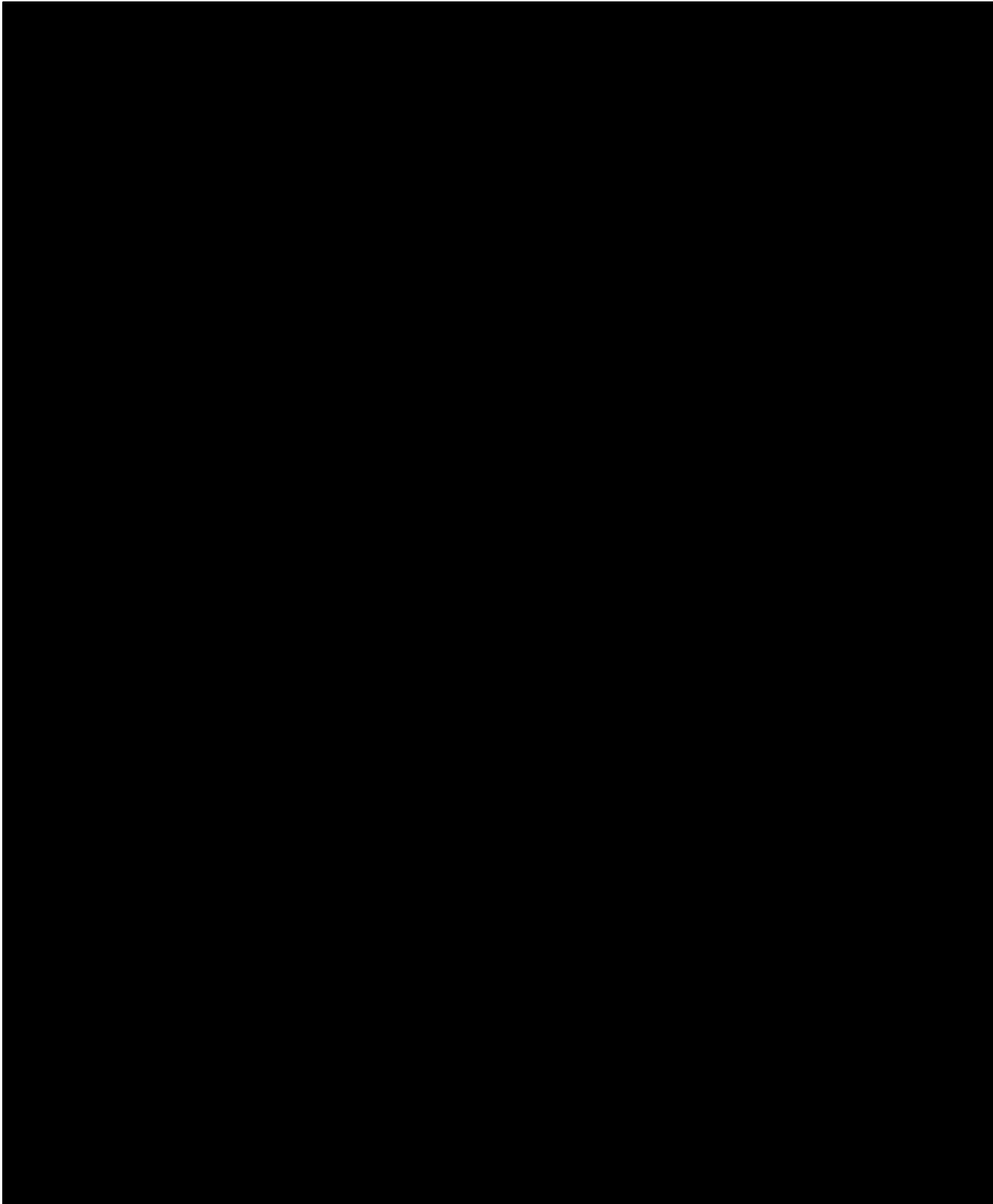


**ARTICLE II
PURCHASE AND SALE**

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Interests for the consideration specified in Section 2.02.



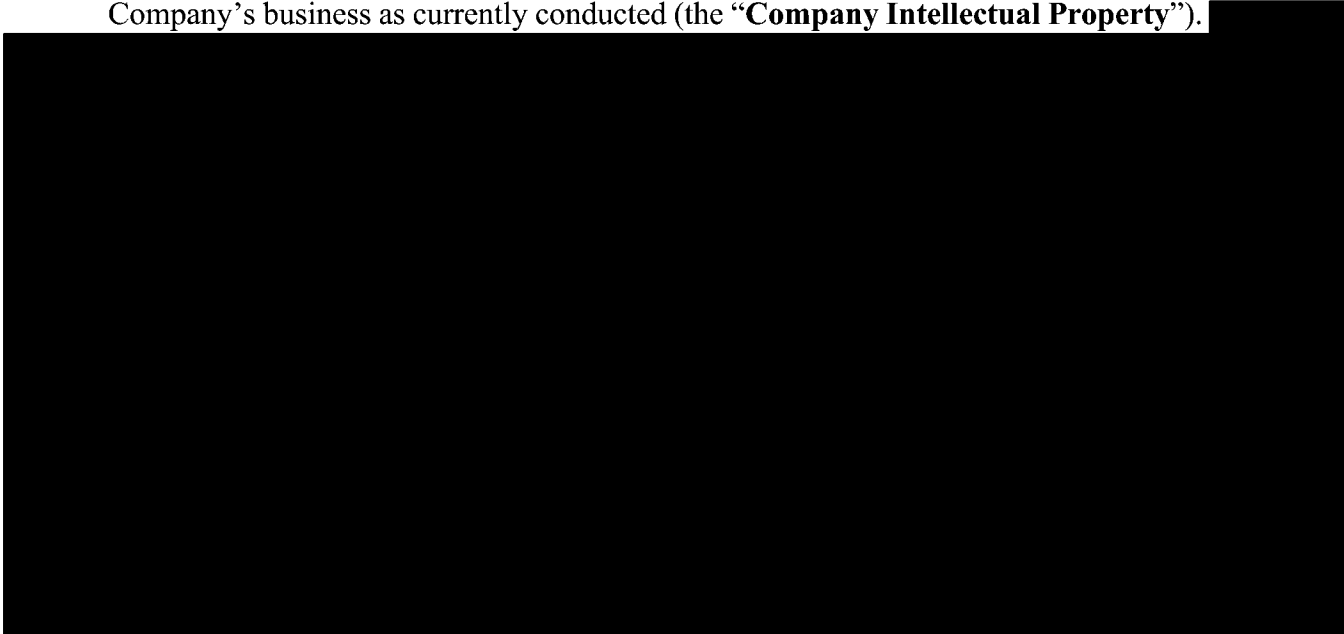
**ARTICLE III
REPRESENTATIONS AND WARRANTIES RELATING TO THE SELLERS AND THE
COMPANY**






Section 3.12 Intellectual Property, Privacy, and Security.

(a) Section 3.12(a) of the Disclosure Schedules contains a complete and accurate list of all the Intellectual Property, including Internet domains, owned by the Company that is subject to an application or registration for protection with any governmental authority or private Internet registrar under Law or otherwise material to the Company. Except as set forth in Section 3.12(a) of the Disclosure Schedules, the Company owns or has the right to use all Intellectual Property necessary for the conduct of the Company's business as currently conducted (the "**Company Intellectual Property**").



(b) The Company exclusively owns, free and clear of all Encumbrances, other than Permitted Encumbrances, all right, title, and interest in and to the Company Intellectual Property.



[Signature Page to Membership Interest Purchase Agreement]

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

SELLERS' REPRESENTATIVE

DocuSigned by:

Thomas Hetzel

27DBF1B194D4F9
Thomas R. Hetzel, as *Sellers' Representatives*

i. Trademarks

Trademark Name	App Number	Filed Date	Reg Number	Reg Date	Country	Trademark Status
RIDEWORKS (IC009)	87/127,820	8/4/16	5,325,122	10/31/17	US	Registered
PELVIS AND CROSS-FEMURS [LOGO] (IC012)	88/666,081	10/23/19			US	Allowed
RIDE LOGO (IC012)	76/528,768	7/9/03	3,004,753	10/4/05	US	Registered
RIDE CAM (IC012)	76/572,515	1/26/04	3,029,862	12/13/05	US	Registered
PELVIS AND CROSS-FEMURS [LOGO] (IC025)	88/665,993	10/23/19	6,201,933	11/17/20	US	Registered
FLEXLOC (IC012)	86/593,936	4/10/15	4,858,653	11/24/15	US	Registered
RIDE (IC012)	86/594,043	4/10/15	4,925,367	3/29/16	US	Registered
RIDE DESIGNS (IC012)	76/528,758	7/9/03	3,004,752	10/4/05	US	Registered
JAVA (IC1012)	85/274,960	3/23/11	4,134,202	5/1/12	US	Renewed
JAVA	97/083,166	10/20/21	6,900,622	11/15/22	US	Registered
JAVA	2260602	4/1/22	2260602	06/14/22	AU	Registered
JAVA	18682337	4/6/22	18682337	08/04/22	EM	Registered
ACCUSOFT	97/083,149	10/20/21	6,900,620	11/15/22	US	Registered
ACCUSOFT	18680394	3/31/22	18680394	09/09/22	EM	Registered
ACCUSOFT	2260604	4/1/22	2260604	06/16/22	AU	Published

