

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM158820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVCOR HEALTH CARE PRODUCTS, INC.		02/26/2024	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	GARWARE FULFLEX USA, INC.		
Street Address:	1695 NW 110th Avenue, Suite 301		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2007428	ALL-IN-ONE	
Registration Number:	3095612	AVCOR	
Registration Number:	3250036	E-BAN	
Registration Number:	3109179	HONEYCOMB	
Registration Number:	2808438	ICE RIGHT	
Registration Number:	4355561	MACK BANDAGE	
Registration Number:	3919463	ORANGE ALERT	
Registration Number:	2509908	X-ECON	
Registration Number:	2011130	X-MARK	
Registration Number:	1658134	X-TEN	
Registration Number:	2011131	X-TOURN	
CORRESPONDENCE DATA			
Fax Number:	2146926255		
<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:	(214)692-6200		
Email:	caleb.crowe@wickphillips.com, wptrademarks@wickphillips.com		
Correspondent Name:	Caleb Crowe		
Address Line 1:	3131 MCKINNEY AVENUE, SUITE 500		

OP \$290.00.00 74567049

Address Line 4: Dallas, TEXAS 75204

ATTORNEY DOCKET NUMBER: 9565.01

NAME OF SUBMITTER: KATHLEEN WEESE

SIGNATURE: KATHLEEN WEESE

DATE SIGNED: 02/28/2024

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is entered into and made effective as of February 26, 2024, by and between AVCOR HEALTH CARE PRODUCTS, INC., a Texas corporation (the “Assignor”) to GARWARE FULFLEX USA, INC., a Delaware corporation (the “Assignee”). Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 14, 2024, by and among the Assignor, the Assignee and Richard S. Manley, Jr. (the “Seller Principal”) (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s right, title, and interest in, to, and under the Intellectual Property Assets owned by Assignor, including, without limitation, (a) all Patents, Trademarks, Copyrights, Trade Secrets and Software, in each case as set forth in Section 3.11 of the Disclosure Schedules; (b) all trade names and all derivatives thereof, websites, telephone, facsimile, and email addresses and listings, and including the artistic designs developed by the Assignor, in each case as set forth on Schedule A hereto (collectively, “Trade Names”); (c) all rights of Assignor to those certain uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor, each as set forth on Schedule B hereto (collectively, the “Domain Names”); (d) all of Assignor’s rights of publicity (the “Publicity Rights”), if any; and (e) all of Assignor’s moral rights and rights of attribution (collectively, the “Attribution Rights”), if any, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement, and Assignor and Assignee have agreed to execute and deliver this Assignment;

WHEREAS, Assignee and Assignor are hereby effecting such transfer and assignment of all right, title, and interest of Assignor in and to the Intellectual Property Assets, which includes the Patents, Trademarks, Copyrights, Trade Secrets, Software, Trade Names, Domain Names, Publicity Rights, and Attribution Rights; and

WHEREAS, this Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all right, title, and interest of Assignor in and to the Intellectual Property Assets owned by Assignor, including, without limitation, all rights of Assignor to the Patents, Trademarks, Copyrights, Trade Secrets, Software, Trade Names, Domain Names, Publicity Rights, and Attribution Rights, and the goodwill associated with such Intellectual Property Assets, and all rights of Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of any rights associated with the Intellectual Property Assets, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement. Assignee is to hold all right, title, and interest in and to the Intellectual Property Assets, including, without limitation, all rights of Assignor to the Patents, Trademarks, Copyrights, Trade Secrets, Software, Trade Names, Domain Names, Publicity Rights, and Attribution Rights, as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made, upon the terms and subject to the conditions set forth in the Purchase Agreement.

2. Recording and Further Actions. Assignor authorizes and requests Assignee to take such action as may be required to cause Assignee to be recorded as Assignee or transferee of the Intellectual

Property Assets, including, without limitation, all rights of Assignor to the Patents, Trademarks, Copyrights, Trade Secrets, Software, Trade Names, Domain Names, Publicity Rights, and Attribution Rights, if any, and shall, promptly upon presentation to Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as may reasonably be requested and required, at Assignee's sole cost and expense, to cause Assignee to be recorded as Assignee, registrant or transferee of the Intellectual Property Assets, including, without limitation, all rights of Assignor to the Patents, Trademarks, Copyrights, Trade Secrets, Software, Trade Names, Domain Names, Publicity Rights, and Attribution Rights.

3. Other Deliverables. Assignor agrees to, at Assignee's sole cost and expense, promptly deliver to Assignee or its legal counsel any additional documents or tangible things which Assignee may reasonably request and which materially relate to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Seller Intellectual Assets, including, without limitation, all rights of Assignor to the Patents, Trademarks, Copyrights, Trade Secrets, Software, Trade Names, Domain Names, Publicity Rights, and Attribution Rights.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Texas.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf", or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.


8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNOR:

Avcor Health Care Products, Inc.
a Texas corporation

By: 
Name: Leonard S. Madley
Title: CEO

ASSIGNEE:

Garware Fulflex USA, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

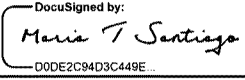
ASSIGNOR:

Avcor Health Care Products, Inc.
a Texas corporation

By: _____
Name:
Title:

ASSIGNEE:

Garware Fulflex USA, Inc.
a Delaware corporation

By:  _____
Name: Maria Teresa Santiago
Title: Company Secretary; Authorized Signatory

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 008356 FRAME: 0630

SCHEDULE A

TRADE NAMES

Trade Names

AVCOR
AVCOR HEALTH CARE PRODUCTS

Website

<https://www.avcorhealth.com/>

Telephone/Facsimile

Phone: (800) 282-6748
Fax: (817) 551-5327

Email addresses:

_____@avcorhealth.com

Artistic Designs

The logo for AVCOR, featuring the letters 'AVCOR' in a bold, sans-serif font. The letter 'V' is stylized with a diagonal slash through it.

SCHEDULE B

DOMAIN NAMES

1. Avcorhealth.com

SECTION 3.11(a)

SELLER'S INTELLECTUAL PROPERTY

Registered Trademarks (US)			
Mark/Name	Status/Status Date	App. No./Reg. No.	Full Goods/Services
<u>ALL-IN-ONE</u>	<u>Last Renewed:</u> September 12, 2016 <u>Office Status:</u> Registered and Renewed.	RN: 2007428 SN: 74567049	Int'l Class: 10 (Int'l Class: 10) I.V. supports
<u>AVCOR</u>	<u>Last Renewed:</u> July 17, 2015 <u>Office Status:</u> Registered and Renewed.	RN: 3095612 SN: 78649405	Int'l Class: 10 (Int'l Class: 10) Elastic bandages, 16smarch compression bandages, compression bandages, adhesive compression bandages, therapeutic compression bindings, tourniquet straps and IV supports used to support IV tubes and bottles
<u>E-BAN</u>	<u>Last Renewed:</u> December 30, 2016 <u>Office Status:</u> Registered and Renewed	RN: 3250036 SN: 78709826	Int'l Class: 10 (Int'l Class: 10) cohesive self-adhering orthopedic support bandages
<u>HONEYCOMB</u>	<u>Last Renewed:</u> November 21, 2015 <u>Office Status:</u> Registered and Renewed.	RN: 3109179 SN: 78649444	Int'l Class: 10 (Int'l Class: 10) elastic bandages
<u>ICE RIGHT</u>	<u>Last Renewed:</u> August 15, 2023 <u>Office Status:</u> Registered and Renewed.	RN: 2808438 SN: 76510134	Int'l Class: 10 (Int'l Class: 10) compression bandages
<u>MACK BANDAGE</u>	<u>Last Renewed:</u> January 7, 2023	RN: 4355561 SN: 85722206	Int'l Class: 10 (Int'l Class: 10) Compression bandages

Registered Trademarks (US)

Mark/Name	Status/Status Date	App. No./Reg. No.	Full Goods/Services
	<u>Office Status:</u> Registered and Renewed.		
<u>ORANGE ALERT</u>	<u>Last Renewed:</u> June 2, 2021 <u>Office Status:</u> Registered and Renewed.	RN: 3919463 SN: 85071833	Int'l Class: 10 (Int'l Class: 10) Medical devices for use in cannulation or to stem the flow of traumatic bleeding, namely, tourniquets
<u>X-ECON</u>	<u>Last Renewed:</u> June 1, 2021 <u>Office Status:</u> Registered and Renewed.	RN: 2509908 SN: 76186174	Int'l Class: 10 (Int'l Class: 10) elastic bandages
<u>X-MARK</u>	<u>Last Renewed:</u> September 12, 2016 <u>Office Status:</u> Registered and Renewed.	RN: 2011130 SN: 74662410	Int'l Class: 10 (Int'l Class: 10) 17smarch bandages
<u>X-TEN</u>	<u>Last Renewed:</u> June 1, 2021 <u>Office Status:</u> Registered and Renewed.	RN: 1658134 SN: 74109971	Int'l Class: 10 (Int'l Class: 10) elastic bandages
<u>X-TOURN</u>	<u>Last Renewed:</u> September 12, 2016 <u>Office Status:</u> Registered and Renewed.	RN: 2011131 SN: 74662412	Int'l Class: 10 (Int'l Class: 10) tourniquet straps

Patents and Patent Rights (US)*

Patent Number/Status	Publication Number	Application Number	PCT Number	International Registration Number	Assignee Name
D422363 (issued – 4/4/2000 – expired)	N/A	29070501	N/A	N/A	Avcor Health Care Products, Inc.

D713534 (issued 9/16/2014 - live)	N/A	29438064	N/A	N/A	Avcor Health Care Products, Inc.
NONE	20140074006	13987865	N/A	N/A	Avcor Health Care Products, Inc.
4665909 (issued 5/19/1987 – expired)	N/A	06787155	N/A	N/A	Avcor Health Care Products, Inc., 8936 Oak Grove Road, Fort Worth, Texas, 76140
D405529 (issued 2/9/1999 – expired)	N/A	91,630	N/A	N/A	Avcor Health Care Products, Inc. 1520 Everman Pkwy.Ft. Worth, Texas 76140
D422083 (issued 3/28/2000 – expired)	N/A	29/091,619	N/A	N/A	Avcor Health Care Products, Inc. 1520 Everman Pkwy.Ft. Worth, Texas 76140
D422708 (issued 4/11/2000 - expired)	N/A	29/091,618	N/A	N/A	Avcor Health Care Products, Inc. 1520 Everman Pkwy.Ft. Worth, Texas 76140
6050967	N/A	09/192,918	N/A	N/A	Avcor Health Care Products, Inc. 1520 Everman Pkwy. Ft. Worth, Texas 76140

**Seller was/is co-owner with Johnson & Johnson with regard to patents identified herein. Seller's patent rights with respect to the co-owned patents are assignable to Buyer.*

SELLER'S COPYRIGHT REGISTRATIONS

❖ None.

SELLER'S DOMAIN NAMES

1. Avcorhealth.com