

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307294

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSTRATEK, INCORPORATED		05/30/2014	CORPORATION: TEXAS
MG BROWN INVESTMENT GROUP, LLC		05/30/2014	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	RESTORE SURGICAL, LLC
Doing Business As:	Instratek
Street Address:	15200 Middlebrook Dr.
Internal Address:	Suite G
City:	Houston
State/Country:	TEXAS
Postal Code:	77058
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77205313	INSTRATEK
Serial Number:	86089790	JONES-FX
Serial Number:	85747262	MINI 2.5 3.0 4.0
Serial Number:	85747257	STAPIX
Registration Number:	3437386	INSTRATEK
Registration Number:	1986326	EDINTRAK
Registration Number:	2032056	ENDOTRAC
Registration Number:	2709665	ENDOTRIG
Registration Number:	3539794	SUB-TALAR LOK

CORRESPONDENCE DATA

Fax Number:

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: 3172361313

Email: brian.mcginis@btlaw.com

Correspondent Name: Brian J. McGinnis

TRADEMARK

Address Line 1: 11 South Meridian Street
Address Line 4: Indianapolis, INDIANA 46204-3535

ATTORNEY DOCKET NUMBER: 13545-100

NAME OF SUBMITTER: Brian McGinnis

SIGNATURE: /bmcginnis/

DATE SIGNED: 06/11/2014

Total Attachments: 8

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT (this "*Agreement*"), dated May 30, 2014 (the "*Effective Date*"), is by and among INSTRATEK, INCORPORATED, a Texas corporation ("*Instratek*"), MG BROWN INVESTMENT GROUP, LLC, a Texas limited liability company ("*MGB*" and together with Instratek the "*Assignors*"), and RESTORE SURGICAL, LLC, a Texas limited liability company ("*Assignee*"). Assignors and Assignee may each be referred to herein as a "*Party*" or collectively as the "*Parties*".

This Agreement is being delivered pursuant to that certain Asset Purchase Agreement dated as of May 19, 2014 (the "*Asset Purchase Agreement*"), by and among Assignors, Elizabeth M. Guffy, Chapter 11 Trustee for the Bankruptcy Estate of Brown Medical Center, Inc., and Assignee. Under the terms of the Asset Purchase Agreement, Assignors have sold and assigned to Assignee, and Assignee has purchased and assumed from Assignors, all of each Assignor's interest in the Assigned IP, and the Parties have agreed to execute and deliver this Agreement for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows effective as of the Effective Date:

1. Definitions. Capitalized terms used in this Agreement (including in the preamble and recitals hereof) but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. Assignment of Trademarks. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, each Assignor does hereby assign, transfer and convey to Assignee all of such Assignor's right, title and interest in and to the trademarks set forth in Annex A hereto together with all existing registrations for such trademarks and together with that part of the goodwill of such Assignor's business connected with the use of and symbolized by such trademarks, and all Claims for past, present, and future infringement or other unauthorized use of such trademarks (collectively, the "*Assigned Trademark Assets*"), to have and to hold the same unto Assignee, its successors and assigns, forever. The Parties expressly agree and acknowledge that the term "Assigned Trademark Assets" does not include any of the Excluded Assets or any Claims constituting Excluded Assets, and Assignors retain all right, title and interest in, to and under the Excluded Assets and all Claims constituting Excluded Assets.
3. Recordation. Assignor authorizes the Commissioner for Trademarks and any similar governmental official to record and register this Agreement upon request by Assignee.
4. AS-IS WHERE-IS. AS A MATERIAL PART OF THE CONSIDERTAIION FOR SELLERS ENTERING INTO THE ASSET PURCHASE AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS PURCHASER EXPRESSLY ACKNOWLEDGES, REPRESENTS, WARRANTS, AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE V OF THE ASSET PURCHASE AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE PURCHASED ASSETS AND ASSUMED LIABILITIES ARE SOLD AND CONVEYED TO PURCHASER, AND PURCHASER IS PURCHASING AND ACCEPTING THE SAME, AS OF THE CLOSING DATE ON AN "AS IS, WHERE IS" BASIS "WITH ALL FAULTS" AND WITHOUT ANY OTHER REPRESENTATION

OR WARRANTY, AND NEITHER SELLERS NOR ANY OF THEIR AFFILIATES OR REPRESENTATIVES HAS MADE, AND SELLERS AND SELLERS' AFFILIATES AND REPRESENTATIVES DO NOT MAKE, AND EXPRESSLY DISCLAIM AND SPECIFICALLY NEGATE, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, CONDITIONS AND GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER WITH RESPECT TO THE PURCHASED ASSETS, BUSINESS AND ASSUMED LIABILITIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, INCLUDING ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, CONDITIONS AND GUARANTEES WITH RESPECT TO: (A) THE USE, VALUE, INCOME POTENTIAL, EXPENSES, MAINTENANCE, OPERATION, TRANSFERRABILITY, DESCRIPTION, LOCATION, CHARACTERISTICS OR CONDITION OF THE PURCHASED ASSETS OR ANY PORTION THEREOF, INCLUDING AS TO QUALITY, SUITABILITY, TENANTABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE CONSTRUCTION, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE; (B) THE NATURE, QUALITY OR CONDITION OF THE PURCHASED ASSETS; (C) THE SUITABILITY OF THE PURCHASED ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT; (D) THE COMPLIANCE OF OR BY THE PURCHASED ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES; (F) THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY MATERIALS, FINANCIAL INFORMATION OR OPERATING DATA OR OTHER INFORMATION DELIVERED OR MADE AVAILABLE TO PURCHASER IN CONNECTION WITH THE TRANSACTIONS (INCLUDING DILIGENCE MATERIALS PROVIDED TO PURCHASER); (G) CONCERNING INFRINGEMENT OF ANY THIRD PARTY PATENTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY BASED ON, ARISING OUT OF AND/OR IN CONNECTION WITH THE PURCHASED ASSETS, INCLUDING WARRANTIES OF NON-INFRINGEMENT (INCLUDING THE UNIFORM COMMERCIAL CODE WARRANTY OF TITLE AGAINST INFRINGEMENT); OR (H) OTHERWISE WITH RESPECT TO THE PURCHASED ASSETS, BUSINESS AND ASSUMED LIABILITIES. PURCHASER FURTHER EXPRESSLY REPRESENTS AND WARRANTS THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT, INVESTIGATE AND EXAMINE THE PURCHASED ASSETS, BUSINESS AND ASSUMED LIABILITIES, PURCHASER IS PURCHASING THE PURCHASED ASSETS AND ASSUMING THE ASSUMED LIABILITIES SOLELY PURSUANT TO ITS OWN INDEPENDENT INVESTIGATION, EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE THEREOF, AND PURCHASER IS RELYING SOLELY ON INSPECTIONS OF THE PURCHASED ASSETS AND DETERMINATIONS OF THE VALUE OF THE PURCHASED ASSETS AND USES TO WHICH THE PURCHASED ASSETS MAY BE PUT AS MADE BY PURCHASER AND PURCHASER'S OWN REPRESENTATIVES, AND PURCHASER IS NOT RELYING UPON ANY REPRESENTATIONS OR STATEMENTS OF ANY KIND (WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR OTHERWISE) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) OR ANY INFORMATION WHICH MAY HAVE BEEN PROVIDED OR MAY BE PROVIDED

(OR PURPORTEDLY PROVIDED) BY OR ON BEHALF OF SELLERS OR ANY OF SELLERS' AFFILIATES OR REPRESENTATIVES. The acknowledgements and agreements of Purchaser set forth in this Paragraph 4 shall survive the Closing and shall not be merged therein.

5. Purchase Agreement Terms. This Agreement shall be subject to the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by reference. In the event of any conflict or inconsistency in the terms of this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall in all cases govern and control.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.
7. Counterparts. This Agreement may be executed in one or more 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed this Agreement as of the Effective Date.

ASSIGNEE:

RESTORE SURGICAL, LLC

By: Jeff Seavey
Jeff Seavey
President

ASSIGNORS:

INSTRATEK, INCORPORATED

By: _____
Ronald J. Sommers, Chapter 7 Trustee for the
Bankruptcy Estate of Michael Glyn Brown
Authorized Signatory

IN WITNESS WHEREOF, Assignors and Assignee have duly executed this Agreement as of the Effective Date.

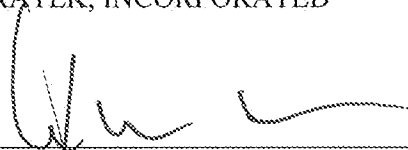
ASSIGNEE:

RESTORE SURGICAL, LLC

By: _____
Jeff Seavey
President

ASSIGNORS:

INSTRATEK, INCORPORATED

By:  _____
Ronald J. Sommers, Chapter 7 Trustee for the
Bankruptcy Estate of Michael Glyn Brown
Authorized Signatory

MG BROWN INVESTMENT GROUP, LLC


By: 
Elizabeth M. Guffy
Chief Restructuring Officer

Signature Page to Assignment and Assumption of Trademarks Agreement

TRADEMARK
REEL: 005300 FRAME: 0464

Annex A
to
Assignment and Assumption of Trademarks Agreement


Instratek Trademarks – United States

Trademark	Application No.
a. INSTRATEK	--
b. JONES-FX	86/089790
c. MINI 2.5 3.0 4.0 and Design: 	85/747262
d. STAPIX	85/747257


Instratek Trademarks – European Community

Trademark	Registration No.
a. INSTRATEK	006366611

MGB Trademarks – United States

Trademark	Registration No.
a. INSTRATEK	3437386
b. INSTRATEK INCORPORATED and Design: 	3427925
c. EDINTRAK	1986326
d. ENDOTRAC	2032056
e. ENDOTRIG	2709665
f. SUB-TALAR LOK	3539794

MGB Trademarks -- European Community

Trademark	Registration No.
a. INSTRATEK INCORPORATED and Design: 	006366728