

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROMEDEX INTERNATIONAL S.R.L.		03/10/2016	Corporation: ROMANIA
RECEIVING PARTY DATA			
Name:	BARD ACCESS SYSTEMS, INC.		
Street Address:	605 North 5600 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84116		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4069714	NAUTILUS	
Registration Number:	4684334	NAUTILUS DELTA	
CORRESPONDENCE DATA			
Fax Number:	7036217155		
<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:	703-621-7140 ext 148		
Email:	mailroom@mg-ip.com		
Correspondent Name:	Roberta S Bren & Muncy, Geissler, et al.		
Address Line 1:	4000 Legato Road, Suite 310		
Address Line 4:	Fairfax, VIRGINIA 22033		
ATTORNEY DOCKET NUMBER:	BARD.00381.ASS		
NAME OF SUBMITTER:	Roberta S. Bren		
SIGNATURE:	/Roberta S. Bren/nmd/		
DATE SIGNED:	03/30/2016		
Total Attachments: 5			
source=2016-3-30 - Signed Assignment Document#page1.tif			
source=2016-3-30 - Signed Assignment Document#page2.tif			
source=2016-3-30 - Signed Assignment Document#page3.tif			

OP \$65.00 4069714

source=2016-3-30 - Signed Assignment Document#page4.tif

source=2016-3-30 - Signed Assignment Document#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of March 10, 2016 (this "Assignment"), by and between ROMEDEX INTERNATIONAL S.R.L., a corporation organized under the laws of Romania, with registered headquarters in Bucharest, 022325, 74 Fundeni Str. ("Assignor"), and BARD ACCESS SYSTEMS, INC., a Utah corporation, having its principal place of business at 605 North 5600 West, Salt Lake City, Utah, 84116 ("Assignee"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Transfer Agreement, dated as of March 10, 2016 (the "Transfer Agreement"), between Assignor and Assignee.

WHEREAS, the Assignor and Assignee previously entered into an Asset Purchase Agreement, dated as of October 21, 2010 ("2010 Purchase Agreement"), pursuant to which certain Trademarks were previously transferred;

WHEREAS, pursuant to the Transfer Agreement, Assignor agreed to, among other things, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to any Trademarks related to the 2010 Product, to the extent not previously transferred to Assignee pursuant to the 2010 Purchase Agreement, as set forth on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee is the successor to the portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, and all goodwill associated therewith, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. No Conflicts. Assignor represents, warrants, and covenants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned Trademarks, the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and

Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. Further Assurances. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal-representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.


4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

ROMEDEX INTERNATIONAL S.R.L.

By: 
Name: Sorin Grunwald
Title: Director

ASSIGNEE:

BARD ACCESS SYSTEMS, INC.

By: _____
Name: John Groetelaars
Title: Group President

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the day and year first above written.


ASSIGNOR:

ROMEDEX INTERNATIONAL S.R.L.

By: _____
Name: Sorin Grunwald
Title: Director

ASSIGNEE:

BARD ACCESS SYSTEMS, INC.

By: 

Name: John Groetelaars
Title: Group President

Schedule A

Assigned Trademarks

1. U.S. Trademark Nautilus, Serial No. 85/182,300, filed with the United States Patent and Trademark Office on November 22, 2010, and registered on December 13, 2011 as Registration No. 4,069,714;
2. U.S. Trademark Nautilus Delta, Serial No. 86/307,643, filed with the United States Patent and Trademark Office on June 12, 2014, and registered on February 10, 2015 as Registration No. 4,684,334;
3. U.S. Trademark Handy Nautilus, Serial No. 86/106,579, filed with the United States Patent and Trademark Office on October 31, 2013, and abandoned on May 4, 2015 for failure to file a statement of use;
4. Trademark Dolphin, design mark not filed with the United States Patent and Trademark Office;
5. Trademark Delfin, design mark not filed with the United States Patent and Trademark Office;
6. Trademark Nautilus, design mark not filed with the United States Patent and Trademark Office;
7. Trademark NaviLoc, trademark not filed with the United States Patent and Trademark Office.