OP \$40.00 2452439

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM446076

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M. S. Holdings, L.L.C.		10/05/2017	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Samson Medical Technologies, L.L.C.	
Street Address:	2050 Springdale Road Suite 400,	
City:	Cherry Hill	
State/Country:	NEW JERSEY	
Postal Code:	08003	
Entity Type:	Limited Liability Company: NEW JERSEY	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2452439	SMARTPAK

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: 2152992085

Email: ipdocket@foxrothschild.com

Correspondent Name: Michael J. Leonard
Address Line 1: 997 Lenox Drive, Bldg. 3

Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER:	163314.00004
NAME OF SUBMITTER:	Michael J. Leonard
SIGNATURE:	/michael leonard/
DATE SIGNED:	10/05/2017

Total Attachments: 3

source=51269893_1_2017-10-05 SMARTPAK Assignment-C3 filled in#page1.tif source=51269893_1_2017-10-05 SMARTPAK Assignment-C3 filled in#page2.tif source=51269893_1_2017-10-05 SMARTPAK Assignment-C3 filled in#page3.tif

TRADEMARK 900423943 REEL: 006175 FRAME: 0069

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of October 5, 2017, is made by and between M. S. Holdings, L.L.C., a New Jersey Limited Liability Company ("Assignor"), and Samson Medical Technologies, L.L.C., a New Jersey Limited Liability Companyhaving an address at 2050 Springdale Road Suite 400, Cherry Hill, New Jersey 08003 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark(s) as set forth but not limited to those listed in the attached <u>Schedule A</u> (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
- 2. <u>Title</u>. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that is has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
- 3. <u>Right to Sue for Past Infringement</u>. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
- 4. <u>Cooperation</u>. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
- 5. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

TRADEMARK
REEL: 006175 FRAME: 0070

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date written above.

On behalf of the Assignor

M. S. HOLDINGS, L.L.C.,

Name: Marvin Samson

Title: Chief Executive Officer

Date: October 5, 2017

On behalf of the Assignee

SAMSON MEDICAL TECHNOLOGIES, L.L.C.,

Name: Marvin Samson

Title: Chief Executive Officer

Date: October 5, 2017

SCHEDULE A

Country	Mark	Status	Application #:		Registration Date:
US	SMARTPAK (stylized)	Registered	75693382	2452439	22-May-2001
CA	SMARTPAK (stylized)	Registered	1075811	TMA644386	14-July-2005

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RECORDED: 10/05/2017

TRADEMARK REEL: 006175 FRAME: 0072