

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Healthcare Products, Inc.		07/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allied Medical, LLC		
Street Address:	1720 Sublette Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3005789	ADVANTAGE	
Registration Number:	4138242	CONNECT2	
Registration Number:	3294800	IMPACT	
Registration Number:	3436847	RESUSCITIMER	
Registration Number:	2813716	SURGEX	
Registration Number:	2925420	XTRA	
Registration Number:	3018978	ALLIED	
Registration Number:	3018979	ALLIED HEALTHCARE PRODUCTS INC.	
Registration Number:	963737	CHEMETRON	
Registration Number:	3575802	GOMCO	
Registration Number:	1831236	HDX BACKBOARD	
Registration Number:	680857	LIF-O-GEN	
Registration Number:	2166331	OPTIVAC	
Registration Number:	692888	OXEQUIP	
Registration Number:	1865688	SCHUCO	
Registration Number:	1691333	TIMETER	
Registration Number:	1431001	VACUTRON	
CORRESPONDENCE DATA			

CH \$440.00 3005789

Fax Number: 2022937860

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: 2022937060

Email: tm@sughrue.com

Correspondent Name: GABRIELLE S. ROTH/SUGHRUE MION, PLLC

Address Line 1: 2000 PENNSYLVANIA AVENUE NW, SUITE 9000

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	D6392002
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NAME OF SUBMITTER:	Gabrielle S. Roth
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SIGNATURE:	/Gabrielle S. Roth/
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DATE SIGNED:	01/26/2024
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Total Attachments: 27

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (ST. LOUIS)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of this 12th day of July, 2023, is made by Allied Healthcare Products, Inc., a Delaware corporation ("Seller"), in favor of Allied Medical, LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement -- St. Louis, made and entered into as of May 7, 2023 (as amended from time to time, the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, assigned, transferred, conveyed, and delivered (or caused to be sold, assigned, transferred, conveyed and delivered) to Purchaser, among other assets, the Purchased Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding Governmental Bodies in all applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys, and delivers (and shall cause to be sold, assigned, transferred, conveyed, and delivered) to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the Business, or that portion of the Business to which the trademark pertains, and that Business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all foreign filings, applications and registrations based on or claiming the benefit of the Patents, Trademarks and Copyrights assigned under subsections (a) – (c) above;

(e) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including the right to sue for, collect and recover damages, profits and any other remedy in connection therewith, for past, present or future infringement,

dilution, misuse, breach, default, misappropriation or other violation related to any of the foregoing assets.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding Governmental Bodies in all applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Intellectual Property to Purchaser, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts; Electronic Transmission. This IP Assignment may be executed in multiple counterparts, all of which shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature or other electronic transmission and such facsimile signature or other electronic transmission shall be deemed an original.

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

7. Governing Law. **THIS IP ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE), EXCEPT TO THE EXTENT SUCH LAWS ARE SUPERSEDED BY THE BANKRUPTCY CODE OR OTHER APPLICABLE FEDERAL LAW.**

* * * * *

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

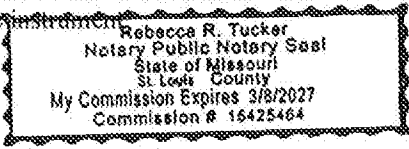
ALLIED HEALTHCARE PRODUCTS, INC.

By: [Signature]
Name: Akash Amin
Title: President and Chief Executive Officer
Address for Notices: Allied Healthcare Products, Inc., 1720 Sublette Avenue, St. Louis, MO 63110

ACKNOWLEDGMENT
STATE OF Missouri
COUNTY OF St. Louis

)
)SS.
)

On the 12th day of July, 2023, before me personally appeared Akash Amin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the President & Chief Executive Officer of ALLIED HEALTHCARE PRODUCTS, INC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED HEALTHCARE PRODUCTS, INC. for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public
Printed Name: Rebecca R. Tucker

My Commission Expires: 3/8/2027

AGREED TO AND ACCEPTED:

ALLIED MEDICAL, LLC

By: _____
Name: Khashayar Poormand
Title: President
Address for Notices: Allied Medical, LLC, c/o Flexicare Inc., 15281 Baranca Pkwy, Unit D, Irvine, CA 92618

ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____

)
)SS.
)

On the _____ day of _____, _____, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the _____ of ALLIED MEDICAL, LLC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED MEDICAL, LLC. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires:

(Signature Page to Intellectual Property Assignment Agreement (St. Louis))

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents & Patent Applications

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
Ventilation system	USA	05/18/2021	US-11007334-B2
Ventilation system	USA	12/27/2016	US-9526853-B2
Shuttling by-pass compressor apparatus	USA	05/05/2015	US-9022746-B2
VENTILATOR APPARATUS	USA	06/26/2014	US-20140174443-A1
Ventilator apparatus	USA	02/25/2014	US-8656913-B2
SHUTTling BY-PASS COMPRESSOR APPARATUS	USA	03/14/2013	US-20130064687-A1
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	USA	03/07/2013	US-20130055887-A1
VENTILATION SYSTEM	USA	05/15/2012	US-20120060840-A1
Surge prevention device	USA	05/12/2009	US-7530365-B2
Ventilator apparatus	USA	12/11/2008	US-20080302363-A1
Mask restraining system	USA	09/20/2007	US-20070215158-A1
Monitoring system	USA	05/10/2007	US-20070103290-A1
Monitoring system	USA	04/26/2007	US-20070091818-A1
Surge prevention device	USA	02/13/2007	US-7174909-B2
Surge prevention device	USA	10/31/2006	US-7128080-B2
Bag mask resuscitator	USA	08/31/2006	US-20060191536-A1
Backboard	USA	10/18/2005	US-6954952-B1
Surge prevention device	USA	06/28/2005	US-6910504-B2
Surge prevention device	USA	06/07/2005	US-6901962-B2
Surge prevention device	USA	09/23/2003	US-6622743-B1

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
Pressure regulator with gauge Gauge protector	USA USA	11/20/2001 07/11/2000	US-6318407-B1 US-6085597-A
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	AU	11/03/2016	2012302193
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	CA	07/16/2019	2844600
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	RU	01/23/2017	2608625
SHUTTLING BY-PASS COMPRESSOR APPARATUS	RU	08/10/2016	2593360
SHUTTLING BY-PASS COMPRESSOR APPARATUS	DE	12/28/2016	2753391
SHUTTLING BY-PASS COMPRESSOR APPARATUS	ES	06/19/2017	2753391
SHUTTLING BY-PASS COMPRESSOR APPARATUS	FR	12/28/2016	2753391
SHUTTLING BY-PASS COMPRESSOR APPARATUS	GB	12/28/2016	2753391
SHUTTLING BY-PASS COMPRESSOR APPARATUS	IT	12/28/2016	2753391
SHUTTLING BY-PASS COMPRESSOR APPARATUS	AU	10/27/2016	2012304846
SHUTTLING BY-PASS	CA	06/04/2019	2846166

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
COMPRESSOR APPARATUS			
SHUTTLING BY-PASS COMPRESSOR APPARATUS	BR	12/08/2020	BR112014005481-9
SHUTTLING BY-PASS COMPRESSOR APPARATUS	HK	07/24/2015	1199850
APPARATUS OF COMPRESSOR BYPASS OF DOUBLE EFFECT	MX	08/31/2016	MX341725B
RECIPROICATION BYPASS COMPRESSOR APPARATUS	JP	12/27/2016	JP06055475B2
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS.	MX	03/31/2014	MX2014001964A
VENTILATION SYSTEM	RU	07/10/2016	RU2589640C2
Ventilation system and method for using a ventilation system	BR	04/27/2021	BR112013006157B1
VENTILATION SYSTEM	EP	05/05/2021	EP2616114B1
Ventilation system	AU	02/11/2016	AU2011301986B2
VENTILATION SYSTEM	CA	10/29/2019	CA2811521C
SYSTEM OF VENTILATION.	MX	10/10/2016	MX342694B

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
VENTILATION SYSTEM	HK	12/10/2021	HK1182657B
Respiration system	JP	02/06/2019	JP06461472B2
IMPROVED VENTILATOR APPARATUS	IN	04/12/2019	IN310986B
IMPROVED VENTILATOR APPARATUS	EP	05/02/2018	EP2162176B1
IMPROVED VENTILATOR APPARATUS.	MX	01/25/2010	MX2009013250A
SURGE PREVENTION DEVICE	EP	2019-04-24	EP1532385B1 (Validated in DE, ES, FR, GB)
THE DEVICE PREVENTING THE WAVES.	MX	2014-11-07	MX325183B
SURGE PREVENTION DEVICE	HK	2020-05-08	HK1077614B
SURGE PREVENTION DEVICE	IL	2010-04-15	IL165894A

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
Antisurging gas system	JP	2011-11-09	JP04813057B2
Surge arrester.	KR	2011-03-04	KR1019808B1

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
CONNECT2	CONNECT2	USA	05/08/2012	4138242
IMPACT	IMPACT	USA	12/18/2007	3294800
ADVANTAGE	ADVANTAGE	USA	10/11/2005	3005789
XTRA	XTRA	USA	02/08/2005	2925420
SURGEX	SURGEX	USA	02/10/2004	2813716
ALLIED - STL	ALLIED	USA	11/29/2005	3018978
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	USA	11/29/2005	3018979

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
CHEMETRON	CHEMETRON	USA	07/10/1973	963737
GOMCO	GOMCO	USA	02/17/2009	3575802
HDX BACKBOARD	HDX BACKBOARD	USA	04/19/1994	1831236
OPTIVAC	OPTIVAC	USA	06/16/1998	2166331
OXEQIP	OXEQIP	USA	02/09/1960	0692888
SCHUCO	SCHUCO	USA	12/06/1994	1865688
TIMETER	TIMETER	USA	06/09/1997	1691333
VACUTRON	VACUTRON	USA	03/03/1987	1431001
RESUSCITIMER	RESUSCITIMER	USA	05/27/2008	3436847

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
LIF-O-GEN	LIF-O-GEN	USA	06/23/1959	0680857
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	Canada	2/22/2007	TMA682104
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	EU	11/15/2004	3332319
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	Israel	2/6/2005	167241
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	Japan	4/23/1986	1852951
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	United Kingdom	10/13/2004	UK00903332319
CHEMETRON	CHEMETRON	Chile	7/6/2016	1214908
CHEMETRON	CHEMETRON	Colombia	12/31/1969	576704

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
CHEMETRON	CHEMETRON	Israel	12/8/1965	23195
CHEMETRON	CHEMETRON	Korea	6/16/2003	40-0035067
CHEMETRON	CHEMETRON	Mexico	8/19/1991	398247
CHEMETRON	CHEMETRON	Thailand	1/28/1972	158326
VACUTRON	VACUTRON	Colombia	3/8/1984	125320
VACUTRON	VACUTRON	Korea	5/29/1987	40-0141117
ALLIED - STL	ALLIED	EU	10/13/2004	3332301
ALLIED - STL	ALLIED	United Kingdom	10/13/2004	UK00903332301

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
LIF-O-GEN	LIF-O-GEN	South Africa	4/19/1971	1590/071

Trademark Applications

N/A

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

N/A

Copyright Applications

N/A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (ST. LOUIS)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of this 12th day of July, 2023, is made by Allied Healthcare Products, Inc., a Delaware corporation ("Seller"), in favor of Allied Medical, LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement – St. Louis, made and entered into as of May 7, 2023 (as amended from time to time, the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, assigned, transferred, conveyed, and delivered (or caused to be sold, assigned, transferred, conveyed and delivered) to Purchaser, among other assets, the Purchased Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding Governmental Bodies in all applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys, and delivers (and shall cause to be sold, assigned, transferred, conveyed, and delivered) to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

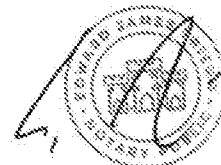
(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the Business, or that portion of the Business to which the trademark pertains, and that Business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all foreign filings, applications and registrations based on or claiming the benefit of the Patents, Trademarks and Copyrights assigned under subsections (a) – (c) above;

(e) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including the right to sue for, collect and recover damages, profits and any other remedy in connection therewith, for past, present or future infringement,



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dilution, misuse, breach, default, misappropriation or other violation related to any of the foregoing assets.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding Governmental Bodies in all applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Intellectual Property to Purchaser, or any assignee or successor thereto.

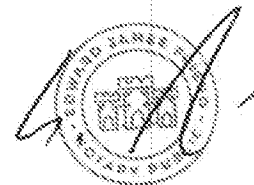
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

7. Governing Law. THIS IP ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE), EXCEPT TO THE EXTENT SUCH LAWS ARE SUPERSEDED BY THE BANKRUPTCY CODE OR OTHER APPLICABLE FEDERAL LAW.

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K/S

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ALLIED HEALTHCARE PRODUCTS, INC.

By: _____
Name: Akash Amin
Title: President and Chief Executive Officer
Address for Notices: Allied Healthcare Products, Inc., 1720 Sublette Avenue, St. Louis, MO 63110

ACKNOWLEDGMENT
STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the _____ of ALLIED HEALTHCARE PRODUCTS, INC., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED HEALTHCARE PRODUCTS, INC. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires:

AGREED TO AND ACCEPTED:

ALLIED MEDICAL, LLC

By: _____
Name: Khashayar Pooramand
Title: President
Address for Notices: Allied Medical, LLC, c/o Flexicare Inc., 15281 Barranca Pkwy, Unit D, Irvine, CA 92618

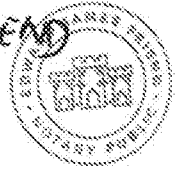
ACKNOWLEDGMENT
STATE OF UNITED KINGDOM
COUNTY OF CARMARTHENSHIRE

On the 12 day of July, 2023, before me personally appeared Khashayar Pooramand personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the PRESIDENT of ALLIED MEDICAL, L.L.C., and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of ALLIED MEDICAL, L.L.C. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name: EDWARD JAMES FRIEND

My Commission Expires: 31 October 2023

Edward James Friend
Notary Public
3 King St, Llandello, SA19 6AA



(Signature Page to Intellectual Property Assignment Agreement (St. Louis))

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents & Patent Applications

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
Ventilation system	USA	05/18/2021	US-11007334-B2
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Shuttling by-pass compressor apparatus	USA	05/05/2015	US-9022746-B2
VENTILATOR APPARATUS	USA	06/26/2014	US-20140174443-A1
Ventilator apparatus	USA	02/25/2014	US-8656913-B2
SHUTTling BY-PASS COMPRESSOR APPARATUS	USA	03/14/2013	US-20130064687-A1
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	USA	03/07/2013	US-20130055887-A1
VENTILATION SYSTEM	USA	03/15/2012	US-20120060840-A1
Surge prevention device	USA	05/12/2009	US-7530365-B2
Ventilator apparatus	USA	12/11/2008	US-20080302363-A1
Mask restraining system	USA	09/20/2007	US-20070215158-A1
Monitoring system	USA	05/10/2007	US-20070103290-A1
Monitoring system	USA	04/26/2007	US-20070091818-A1
Surge prevention device	USA	02/13/2007	US-7174909-B2
Surge prevention device	USA	10/31/2006	US-7128080-B2
Bag mask resuscitator	USA	08/31/2006	US-20060191536-A1
Backboard	USA	10/18/2005	US-6954952-B1
Surge prevention device	USA	06/28/2005	US-6910504-B2
Surge prevention device	USA	06/07/2005	US-6901962-B2
Surge prevention device	USA	09/23/2003	US-6622743-B1
Pressure regulator with gauge	USA	11/20/2001	US-6318407-B1

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Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
Gauge protector	USA	07/11/2000	US-6085397-A
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	AU	11/03/2016	2012302193
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	CA	07/16/2019	2844600
MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	RU	01/23/2017	2608625
SHUTTling BY-PASS COMPRESSOR APPARATUS	RU	08/10/2016	2593360
SHUTTling BY-PASS COMPRESSOR APPARATUS	DE	12/28/2016	2753391
SHUTTling BY-PASS COMPRESSOR APPARATUS	ES	06/19/2017	2753391
SHUTTling BY-PASS COMPRESSOR APPARATUS	FR	12/28/2016	2753391
SHUTTling BY-PASS COMPRESSOR APPARATUS	GB	12/28/2016	2753391
SHUTTling BY-PASS COMPRESSOR APPARATUS	IT	12/28/2016	2753391
SHUTTling BY-PASS COMPRESSOR APPARATUS	AU	10/27/2016	2012304846
SHUTTling BY-PASS COMPRESSOR APPARATUS	CA	06/04/2019	2846166
SHUTTling BY-PASS COMPRESSOR APPARATUS	BR	12/08/2020	BR112014005481-9
SHUTTling BY-PASS COMPRESSOR APPARATUS	HK	07/24/2015	1199850
APPARATUS OF COMPRESSOR BYPASS OF DOUBLE EFFECT RECIPROCATION BYPASS	MX	08/31/2016	MX341725B
	JP	12/27/2016	JP06055475B2

Patent Name	Jurisdiction	Publication Date	Patent No. (App. No.)
COMPRESSOR APPARATUS MULTIPLE VALVE HEAD COMPRESSOR APPARATUS	MX	03/31/2014	MX2014001964A
VENTILATION SYSTEM	KU	07/10/2016	KU2589640C2
Ventilation system and method for using a ventilation system	BR	04/27/2021	BR112013006157B1
VENTILATION SYSTEM	EP	05/05/2021	EP2616114B1
Ventilation system	AU	02/11/2016	AU2011301986B2
VENTILATION SYSTEM	CA	10/29/2019	CA2811521C
SYSTEM OF VENTILATION	MX	10/30/2016	MX342694B
VENTILATION SYSTEM	HK	12/10/2021	HK1182657B
Respiration system	JP	02/06/2019	JP06461472B2
IMPROVED VENTILATOR APPARATUS	IN	04/12/2019	IN310986B
IMPROVED VENTILATOR APPARATUS	EP	05/02/2018	EP2162176B1
IMPROVED VENTILATOR APPARATUS	MX	01/25/2010	MX2009013250A
SURGE PREVENTION DEVICE	EP	2019-04-24	EP1532385B1 (Validated in DE, ES, FR, GB)
THE DEVICE PREVENTING THE	MX	2014-11-07	MX325183B

Parent Name	Jurisdiction	Publication Date	Parent No.	(App. No.)
WAVEA				
SURGE PREVENTION DEVICE	HK	2020-05-08	HK1077614B	
SURGE PREVENTION DEVICE	IL	2010-04-15	IL165894A	
Anfangung gas system	JP	2011-11-09	JP04813057B2	
surge arrester	KR	2011-03-04	KR1019808B1	

SCHEDULE 2




ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations


Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
CONNECT2	CONNECT2	USA	05/08/2012	4138242
IMPACT	IMPACT	USA	12/18/2007	3294800
ADVANTAGE	ADVANTAGE	USA	10/11/2005	3005789
XTRA	XTRA	USA	02/08/2005	2925420
SURGEX	SURGEX	USA	02/10/2004	2813716
ALLIED -- STL.	ALLIED	USA	11/29/2005	3018978
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	USA	11/29/2005	3018979

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
CHEMETRON	CHEMETRON	USA	07/10/1973	963737
GOMCO	GOMCO	USA	02/17/2009	3575802
HDX BACKBOARD	HDX BACKBOARD	USA	04/19/1994	1831236
OPTIVAC	OPTIVAC	USA	06/16/1998	2166331
OXEQIP	OXEQIP	USA	02/09/1960	0692888
SCHUCO	SCHUCO	USA	12/06/1994	1865688
TIMETER	TIMETER	USA	06/09/1997	1691333
VACUTRON	VACUTRON	USA	03/03/1987	1431001
RESUSCITIMER	RESUSCITIMER	USA	05/27/2008	3436847

27A

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
LIF-O-GEN		USA	06/23/1959	0680857
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	Canada	2/22/2007	TMA682104
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	EU	11/15/2004	3332319
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	Israel	2/6/2005	167241
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	Japan	4/23/1986	1852951
ALLIED HEALTHCARE PRODUCTS INC.	ALLIED HEALTHCARE PRODUCTS INC.	United Kingdom	10/13/2004	UK00903332319
CHEMETRON		Chile	7/6/2016	1214908
CHEMETRON		Colombia	12/31/1969	576704

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
CHEMETRON	CHEMETRON	Israel	12/8/1965	23195
CHEMETRON	CHEMETRON	Korea	6/16/2003	40-0035067
CHEMETRON	CHEMETRON	Mexico	8/19/1991	398247
CHEMETRON	CHEMETRON	Thailand	1/28/1972	158326
VACUTRON	VACUTRON	Colombia	3/8/1984	125320
VACUTRON	VACUTRON	Korea	5/29/1987	40-0141117
ALLIED - STL	ALLIED	EU	10/13/2004	3332301
ALLIED - STL	ALLIED	United Kingdom	10/13/2004	UK00903332301

Mark	Mark Image	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
LIF-O-GEN		South Africa	4/19/1971	1590/071

Trademark Applications

N/A

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

N/A

Copyright Applications

N/A

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