### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Edwards Lifesciences Research Medical, Inc.		05/23/2006	CORPORATION: UTAH

#### **RECEIVING PARTY DATA**

Name:	Bioniche Teoranta
Street Address:	Unit 6, Casla Industrial Estate
City:	Casla, County Galway
State/Country:	IRELAND
Entity Type:	Limited Company: IRELAND

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2987562	CRYOSERV
Registration Number:	2529846	RIMSO-50

#### **CORRESPONDENCE DATA**

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 39393-22 RMP

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

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Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/05/2006
Total Attachments: 4 source=ELRMI-Bioniche TM Assgmt#page1 source=ELRMI-Bioniche TM Assgmt#page2 source=ELRMI-Bioniche TM Assgmt#page3 source=ELRMI-Bioniche TM Assgmt#page4	2.tif 3.tif

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 23, 2006 ("Effective Date") by and between EDWARDS LIFESCIENCES RESEARCH MEDICAL, INC., a Utah corporation, with its principal office at One Edwards Way, Irvine, California 92614 ("Assignor"), and BIONICHE TEORANTA, a limited company organized in the Republic of Ireland, with its principal office at Unit 6, Casla Industrial Estate, Casla, County Galway, Ireland ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Edwards Lifesciences Research Medical, Inc. and Assignee dated May 23, 2006 (the "Agreement"), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto and the foreign trademark registrations set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Edwards Lifesciences\_Trademark Assignment for the USA11128295 v 1

TRADEMARK REEL: 003341 FRAME: 0335 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

edwards lifesciences research medical, inc.

Name: Jay P. Wertheim

Title: Vice President, Associate General Counsel & Secretary

BIONICHE TEORANTA

Name: David J. Koo Title: Director

## **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date	
CRYOSERV	2,987,562	8/23/2005	
RIMSO-50	2,529,846	1/15/2002	

## **SCHEDULE B**

## FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Registration No.	Registration Date
RIMSO-50	CTM	2245256	10/14/2002

**RECORDED: 07/05/2006** 

**TRADEMARK REEL: 003341 FRAME: 0338**