

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carl Zeiss AG		02/06/2007	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	PEAK Surgical, Inc.		
Street Address:	2464 Embarcadero Way		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2679873	PEAK	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	415 268 6538		
Email:	rlal@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	59599-6001.001		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		
Date:	05/31/2007		

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REEL: 003552 FRAME: 0597

Total Attachments: 2

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ASSIGNMENT

WHEREAS, Carl Zeiss AG, a German corporation with its principal place of business located at 73447 Oberkochen, Germany ("Assignor"), is the sole owner of all rights, title and interest in and to the trademarks listed in the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignor wishes to assign all rights, title and interest in and to the Trademarks to PEAK Surgical, Inc., a Delaware corporation with its principal place of business located at 2464 Embarcadero Way, Palo Alto, CA 94303 ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, grants, transfers and conveys (and agrees to assign, grant, transfer and convey) to Assignee, its successors and assigns all right, title and interest throughout the world in and to the Trademarks, together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions).

Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, in the opinion of Assignee, to register a trademark or otherwise enforce Assignee's rights in the Trademarks; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

This assignment agreement constitutes the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof.

IN WITNESS THEREOF, the Assignor has executed this document by the name of its duly authorized officer, as of February 6, 2007.

CARL ZEISS AG

By: [Signature]
Name: ppa. Hoffmann ppa. Bolsinger
Title: managing clerk managing clerk

PEAK SURGICAL, INC.

By: [Signature] MD
Name: Grace A. Carlson
Title: VP Regulatory & Clinical Affairs

EXHIBIT A
TRADEMARKS

Mark	Country	Application No.	Registration No.	Expiry Date
PEAK	Germany		30087001	30.11.2010
PEAK	International (Austria, Benelux, Spain, Italy, Portugal, Switzerland, Denmark, Finland, Greece, Great Britain, Sweden)		762103	19.06.2011
PEAK	Argentina		1886102	19.09.2012
PEAK	Australia		866873	20.02.2011
PEAK	Brazil	823700895		
PEAK	Canada		TMA606803	01.04.2019
PEAK	Ireland		223368	19.02.2011
PEAK	Mexico		815515	03.04.2011
PEAK	USA		2679873	28.01.2013