

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
TRAN PA-C, INC.		12/11/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merit Medical Systems, Inc.		
Street Address:	1600 West Merit Parkway		
Internal Address:	Legal Department		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77290078	TE TRANSCATHETER EXTRACTOR	
CORRESPONDENCE DATA			
Fax Number:	(801)208-4302		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-208-4793		
Email:	jwagner@merit.com		
Correspondent Name:	Rashelle Perry		
Address Line 1:	1600 West Merit Parkway		
Address Line 2:	Legal Department		
Address Line 4:	South Jordan, UTAH 84095		
ATTORNEY DOCKET NUMBER:	TE STYLIZED		
NAME OF SUBMITTER:	Rashelle Perry		
Signature:	/Rashelle Perry/		

OP \$40.00 77290078

Date:

02/03/2009

Total Attachments: 3

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Exhibit D
Schedule 2
Assignment

TRADEMARK ASSIGNMENT ("Assignment"), dated as of dated as of this 11th day of December, 2008 by and among TRAN PA-C, INC., a Florida corporation, ("Assignor"), and Merit Medical Systems, Inc., a Utah corporation, ("Assignee" and collectively the "Parties").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement (the "Agreement") dated as of 11th day of December, 2008 by and among the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged; and

WHEREAS, pursuant to the terms and conditions set forth in the Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in, to and under those trademarks, service marks, trade dress, protectable product configurations, collective marks, slogans, trade names and the like and all goodwill associated with the foregoing, including without limitation the registered U.S. trademark as set forth on the attached Appendix 1 and all common law and foreign rights in marks acquired through use, promotion, or otherwise (collectively referred to in this Assignment as the "Marks").

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefore, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, 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 the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or further infringement or other unauthorized use of the Marks, with the right to sue for damages, 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 authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives. Assignor hereby represents and covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict with this Assignment.

FURTHER ASSURANCES

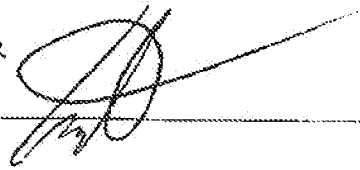
Assignor shall provide to Assignee, its successors, assigns or other legal representatives, full cooperation and assistance to fully secure the Marks to the Assignee, its successors, assigns and legal representatives, at Assignee's request and expense, including (i) the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required, (ii) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks, (iii) the prosecution or defense of any oppositions, infringement suits or other proceedings that may arise in connection with any of the Marks, including but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment, (iv) obtaining any additional trademark protection for any of the Marks that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world, and (v) in the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney or attorneys of Assignor with full power of substitution, in the name of the Assignee or in the name of the Assignor, but by and on behalf and for the sole benefit of Assignee, to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable in order to assert ownership, receive, collect, or assert or enforce any right, title, benefit or interest of any kind in or to any of the Marks. Assignor agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year first above written.

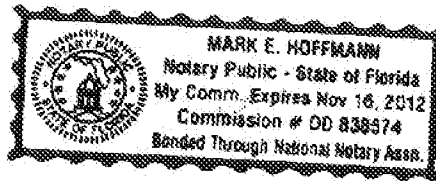
ASSIGNOR

By:
Its:



State of ~~Utah~~ Florida)
County of ~~San Lake~~ Orange)

On this 11th day of December, 2008, before me Mark Hoffmann, a notary public, personally appeared Tim Tom proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge he executed the same. Witness my hand and official seal.



Mark Hoffmann
Notary
My Commission Expires:

Appendix 1

Trademark	Application or Registration Number
TRANSCATHETER EXTRACTOR	3,498,159
TP TRANPA-C INC. (Stylized)	3,448,469
TP (Stylized)	3,448,470
TRANSCATHETER EXTRACTOR (& Design)	77/307570
TE TRANSCATHETER EXTRACTOR (Stylized)	77/290078
TE (Stylized)	77/290174
410 Extractor	common law rights only
Dialysis Cuff Removal	common law rights only