

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Influent Medical, LLC		12/24/2008	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medtronic Xomed, Inc.		
<b>Street Address:</b>	6743 Southpoint Drive North		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32216		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77492902	REPOSE	
<b>Serial Number:</b>	76024167	INFLUENT	
<b>Serial Number:</b>	75435518	REPOSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)492-7077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	David C. West		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 South Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>Signature:</b>	/Patricia A. Larson/		

OP \$90.00 77492902

Date:

03/20/2009

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made as of the 24<sup>th</sup> day of December, 2008, by Influent Medical, LLC, a New Hampshire limited liability company ("Assignor"), to Medtronic Xomed, Inc., a Delaware corporation ("Assignee").

**RECITALS**

**WHEREAS**, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 24, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Assets (as that term is defined in the Agreement), including without limitation certain intellectual property of Assignor; and

**WHEREAS**, Assignor is the owner of the entire right, title and interest in and to the trademarks, trade names, service marks and registrations and applications listed on Exhibit A attached hereto and made a part hereof and all rights and goodwill associated therewith ("**Trademarks**");and

**WHEREAS**, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire Assignor's entire right, title and interest in and to said Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Assignor, for itself and its successors and assigns does hereby transfer, assign and set over unto Assignee, its successors, transferees and assigns, and Assignee hereby accepts the transfer and assignment, of all of Assignor's right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks, all rights to seek and collect damages and other relief for past and future infringements and all proceeds thereof and all other rights and proceeds associated therewith. Assignor agrees to execute any additional documents presented to Assignor by Assignee and to perform any other acts which are or may be necessary to evidence or perfect this Trademark Assignment.

**IN WITNESS WHEREOF**, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer as of this 24th day of December, 2008.

*[signature page follows.]*

InfluENT Medical, LLC

By: [Signature]

Name: Thomas

Title: CEO

By: [Signature]

Name: Scott Whitcomb

Title: President

State of New Hampshire  
County of Merrimack

On 10/2/10, before me, Peter Burger, personally appeared Tom Pige, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Hampshire that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. PETER F. BURGER  
Notary Public - New Hampshire  
My Commission Expires July 13, 2010  
[Signature]  
Notary Public  
My Commission Expires on \_\_\_\_\_

State of New Hampshire  
County of Merrimack

On 10/2/10, before me, Peter Burger, personally appeared Scott Whitcomb, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Hampshire that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
[Signature]  
Notary Public  
My Commission Expires on \_\_\_\_\_

PETER F. BURGER  
Notary Public - New Hampshire  
My Commission Expires July 13, 2010

Trademark Assignment

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>COUNTRY</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>TITLE</b>	<b>Registration #</b>	<b>Registered</b>
U.S.A.	Trademark Registration	77492902	REPOSE		-
U.S.A.	Trademark Registration	76024167	INFLUENT	-	-
U.S.A.	Trademark Registration	75435518	REPOSE	2,398,321	