

**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> |
| Hatch Medical, L.L.C.            |  | 06/02/2009            | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                    |
| <b>Name:</b>                     | Merit Medical Systems, Inc.  |                       |                    |
| <b>Street Address:</b>           | 1600 West Merit Parkway  |                       |                    |
| <b>Internal Address:</b>         | Legal Department   |                       |                    |
| <b>City:</b>                     | South Jordan   |                       |                    |
| <b>State/Country:</b>            | UTAH   |                       |                    |
| <b>Postal Code:</b>              | 84095  |                       |                    |
| <b>Entity Type:</b>              | CORPORATION:   |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                    |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>      | 2667242  | EN SNARE              |                    |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                    |
| <b>Fax Number:</b>               | (801)208-4302  |                       |                    |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                    |
| <b>Phone:</b>                    | 801-253-1600   |                       |                    |
| <b>Email:</b>                    | jwagner@merit.com  |                       |                    |
| <b>Correspondent Name:</b>       | Rashelle Perry   |                       |                    |
| <b>Address Line 1:</b>           | 1600 West Merit Parkway  |                       |                    |
| <b>Address Line 2:</b>           | Legal Department   |                       |                    |
| <b>Address Line 4:</b>           | South Jordan, UTAH 84095   |                       |                    |
| <b>NAME OF SUBMITTER:</b>        | Rashelle Perry   |                       |                    |
| <b>Signature:</b>                | /Rashelle Perry/   |                       |                    |
| <b>Date:</b>                     | 06/11/2009   |                       |                    |

OP \$40.00 2667242

Total Attachments: 6

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**") is made as of the 2<sup>nd</sup> day of June, 2009, by Hatch Medical, L.L.C., a Georgia limited liability company ("**Assignor**") to Merit Medical Systems, Inc., a Utah corporation ("**Assignee**").

WHEREAS Assignor owns various common law, statutory, and other rights in and to the trademarks, service marks, trade dress, logos, and trade names identified on Exhibit 1 attached hereto and incorporated herein, together with any and all translations, adaptations, derivations, and combinations thereof, and owns all right, title, and interest in and to the trademark applications and trademark registrations identified on Exhibit 1 (collectively, the "**Marks**"); and

WHEREAS Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor by formal, recordable assignment, all of Assignor's right, title, and interest in and to the the Marks, the goodwill of the business embodied in or symbolized by the Marks, and all other associated intellectual property rights throughout the world.

NOW THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby irrevocably assigns, grants, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to:

(a) the Marks, together with all of the goodwill of the business embodied in or symbolized by the Marks and all other portions of Assignor's ongoing and existing business to which the Marks pertain, all trademark applications and registrations related to the Marks, and all other rights arising from or relating to the Marks, now or hereafter existing, in the United States and throughout the world;

(b) all rights to file applications in the United States and throughout the world directly in the name of Assignee with respect to the Marks and to claim for any such applications any priority rights to which such applications are entitled under international agreements, conventions, accords, pacts, treaties, acts, and otherwise; and

(c) all legal, equitable, and other rights and remedies for past, present, and future infringements, misappropriations, misuses, dilutions, and other violations of any of the foregoing throughout the world (collectively, "**Violations**").

all such ownership, rights, title, and interest throughout the world to be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, and 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.


Assignor agrees that, without additional consideration, it will take such further actions and execute promptly such further documents as are necessary to effect and record the above assignments, including any actions or documents required by the applicable registrar or other official to document the transfer herein or as may be necessary to protect, secure, and vest good, valid, and marketable title and all related rights in Assignee. Assignor agrees to cooperate with Assignee concerning any actions, including without limitation legal proceedings, taken by Assignee to prevent and seek redress for any Violations. As used in this Assignment, the word

“or” is not exclusive or limiting but means “and/or,” so as to bring within the scope of this Assignment all right, title, and interest of Assignor.


Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns, and other legal representatives in accordance with this instrument.

*[Remainder of page intentionally left blank; signature page follows.]*

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

|   |   |
|---|---|
| <b>ASSIGNOR:</b><br><br><b>HATCH MEDICAL, L.L.C.</b><br>a Georgia limited liability company<br><br>By: <br>Name: <u>Paul R. Gianmeschi</u><br>Title: <u>Managing Principal</u> | <b>ASSIGNEE:</b><br><br><b>MERIT MEDICAL SYSTEMS, INC.,</b><br>a Utah corporation<br><br>By: _____<br>Name: _____<br>Title: _____ |
|---|---|

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

|  |   |
|--|---|
| <b>ASSIGNOR:</b><br><br><b>HATCH MEDICAL, L.L.C.</b><br><b>a Georgia limited liability company</b><br><br>By: _____<br>Name: _____<br>Title: _____ | <b>ASSIGNEE:</b><br><br><b>MERIT MEDICAL SYSTEMS, INC.,</b><br><b>a Utah corporation</b><br><br><br>By: _____<br>Name: <u>Fred Lampropoulos</u><br>Title: <u>Chairman and CEO</u> |
|--|---|

| EXHIBIT 1                           |  |                                       |
|-------------------------------------|--|---------------------------------------|
| Mark                                | Jurisdiction                               | Registration No.<br>Registration Date |
| En Snare<br>(Standard<br>Character) | Any and all common<br>law rights worldwide |                                       |
| En Snare<br>(Stylized)              | Any and all common<br>law rights worldwide |                                       |
| En Snare<br>(Stylized)              | UNITED STATES                              | 2,667,242<br>12/24/2002               |
| En Snare<br>(Stylized)              | EUROPEAN UNION                             | 002481992<br>11/28/2001               |
| En Snare<br>(Stylized)              | CANADA                                     | TMA583408<br>06/10/2003               |
| En Snare<br>(Stylized)              | JAPAN                                      | 4645784<br>2/21/2003                  |

Acknowledgement by Notary Public

State of Georgia

County of Forsyth

On this 1<sup>st</sup> day of June, 2009, before me, the undersigned Notary Public, personally appeared Paul R. Gianneschi, personally known to me (or 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 executed the same.

Seal:

Signature: Atherstine Woodall

Name: Atherstine Woodall, Notary Public

