

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
Celsion Corporation		06/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Boston Scientific Corporation		
Street Address:	One Boston Scientific Place		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760-1537		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3055964	PROLIEVE	
Registration Number:	3007717	PROLIEVE THERMODILATATION	
CORRESPONDENCE DATA			
Fax Number:	(612)331-2239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-331-1464		
Email:	michelle@nrslaw.com		
Correspondent Name:	Wayne A. Sivertson		
Address Line 1:	3433 Broadway Street, N.E.		
Address Line 2:	Suite 401, Broadway Place E.		
Address Line 4:	Minneapolis, MINNESOTA 55413		
ATTORNEY DOCKET NUMBER:	56007/406&408/101		
NAME OF SUBMITTER:	Wayne A. Sivertson		
Signature:	/WAS316/		

OP \$65.00 3055964

Date:

01/26/2010

Total Attachments: 4

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~~TRADEMARK ASSIGNMENT~~

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 21st day of June, 2007 by and between Celsion Corporation, a Delaware corporation ("Assignor"), and Boston Scientific Corporation, a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 17, 2007 (the "Purchase Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignee agreed to purchase the BPH Business from Assignor, including all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon the Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.
3. Further Assurances. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

By: M. H. Tarduno
Name: Michael H. Tarduno
Title: President and Chief Executive Officer

ASSIGNEE

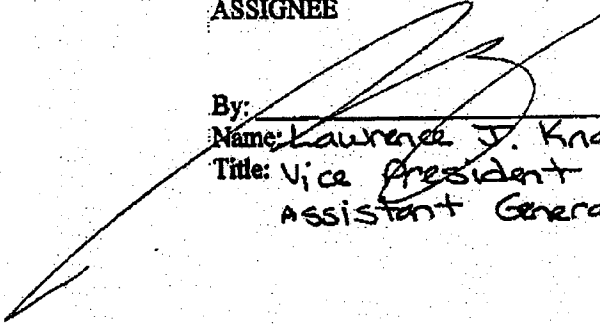
By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed
as of the date first written above by its duly authorized officer.

ASSIGNOR

By: _____
Name:
Title:

ASSIGNEE

By: 
Name: Lawrence J. Knopf
Title: Vice President and
Assistant General Counsel

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SCHEDULE A
to
TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
(1) Thermodilatation (Stylized)	76-573307	Allowed - 3 rd extension of time granted, Int'l 44
(2) Prolieve Thermodilatation (Stylized)	76-583352	Allowed - 4th extension of time granted, Int'l 44
(3) Prolieve (Block letters)	76-563240	Registered, Int'l 10
(4) Prolieve Thermodilatation (Block letters)	76-977692	