

**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>
NMT Medical, Inc.		06/16/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W. L. Gore & Associates, Inc.		
<b>Street Address:</b>	555 Paper Mill Road, P. O. Box 9329		
<b>City:</b>	Newark		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19714		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3110125	BIOSTAR	
Registration Number:	2133272	CARDIOSEAL	
Registration Number:	2443104	NMT MEDICAL	
Registration Number:	1612836	ORBIS-SIGMA	
Registration Number:	2613300	STARFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)731-9098		
<b>Phone:</b>	302-292-4124		
<b>Email:</b>	bknowles@wlgore.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Becky Knowles		
<b>Address Line 1:</b>	551 Paper Mill Road, P. O. Box 9206		
<b>Address Line 4:</b>	Newark, DELAWARE 19714		
<b>ATTORNEY DOCKET NUMBER:</b>	NMTASSIGNMENT		

CH \$140.00 3110125

**900203679**

**TRADEMARK**  
**REEL: 004635 FRAME: 0046**

NAME OF SUBMITTER:	David J Johns
Signature:	/David J Johns/
Date:	10/04/2011
<b>Total Attachments: 7</b> source=NMTMedicalAssignment#page1.tif source=NMTMedicalAssignment#page2.tif source=NMTMedicalAssignment#page3.tif source=NMTMedicalAssignment#page4.tif source=NMTMedicalAssignment#page5.tif source=NMTMedicalAssignment#page6.tif source=NMTMedicalAssignment#page7.tif	

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Trademark Assignment"), effective as of June 16, 2011 (the "Effective Date"), is by and between NMT Medical, Inc., a Delaware corporation (the "Seller"), by and through Joseph F. Finn, Jr., as assignee for the benefit of creditors, with power of attorney under the Assignment (defined below) (the "Assignee"), and W.L. Gore & Associates, Inc., a Delaware corporation (the "Buyer").

WHEREAS, pursuant to an Assignment for the Benefit of Creditors dated April 20, 2011, (the "Assignment"), the Seller has assigned and transferred to the Assignee in trust for the benefit of Seller's creditors, all of its right, title and interest in and to all of its real and personal property wherever situated, either within or without the Commonwealth of Massachusetts, including, without limitation, all of the right, title and interest in and to the trade names, trademarks and service marks identified on Schedule 1 attached hereto (the "Trademarks"), the applications for trademark and service mark registrations for such Trademarks (the "Trademark Applications"), and the goodwill of the Company symbolized by the Trademarks and the Trademark Applications (the "Trademark Goodwill"), subject to any and all liens and encumbrances relating to such Trademarks, Trademark Applications and Trademark Goodwill previously granted by the Company;

WHEREAS, the Seller represents that, subject to any and all liens, claims and encumbrances related to such Trademarks, Trademark Applications and Trademark Goodwill granted by the Company, he is capable and authorized to transfer all right, title and interest in the Trademarks, Trademark Applications and Trademark Goodwill;

WHEREAS, the Buyer and the Seller are parties to that certain Bill of Sale and Sale Agreement, dated as of June 16, 2011 (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Seller has agreed to execute and deliver this Trademark Assignment;

WHEREAS, the Seller is willing to assign to the Buyer its respective rights in such Trademarks, Trademark Applications and Trademark Goodwill;

WHEREAS, the Buyer desires to obtain ownership of the Trademarks, Trademark Applications and Trademark Goodwill in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Buyer and the Seller, intending to be legally bound, hereby agree as follows:

1. Assignment. The Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Buyer, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Trademarks, together with (a) the Trademark Applications, (b) the Trademark Goodwill, and (c) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in the Trademarks, Trademark Applications and Trademark Goodwill.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Trademark Assignment and the Buyer may execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Buyer may record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment and Schedule 1 hereto. At Buyer's reasonable expense, which, if requested by Seller shall be paid in advance, Seller agrees to execute such other documentation reasonably necessary in the future to perfect the Buyer's ownership in the Trademarks, Trademark Applications and Trademark Goodwill for the PTO and/or for other government trademark authorities.

3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and Foreign Offices; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Seller has failed to take such action at the request of the Buyer and following ten (10) days prior written notice to the Seller of the exercise of such rights. This power of attorney shall be irrevocable.

4. "AS IS" and "WHERE IS". OTHER THAN SELLER'S REPRESENTATION HEREIN THAT, SUBJECT TO ANY AND ALL LIENS, CLAIMS AND ENCUMBRANCES RELATED TO SUCH TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK GOODWILL GRANTED BY THE COMPANY, HE IS CAPABLE AND AUTHORIZED TO TRANSFER ALL RIGHT, TITLE AND INTEREST IN THE TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK GOODWILL, THE TRADEMARK AND TRADEMARK APPLICATIONS ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING TITLE, QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME. FURTHER, THE TRADEMARK AND TRADEMARK APPLICATIONS ARE ASSIGNED "AS IS" AND "WHERE IS" WITHOUT REPRESENTATION OR WARRANTY AND ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ASSIGNEE ASSUMES NO RESPONSIBILITY FOR THE CONDITION OR POTENTIAL (OR LACK THEREOF) OF THE TRADEMARK AND TRADEMARK APPLICATIONS. THE TRADEMARK AND TRADEMARK APPLICATIONS ARE ALSO ASSIGNED SUBJECT TO CERTAIN PRE-EXISTING LIENS AND ENCUMBRANCES. SELLER SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE TRADEMARK AND TRADEMARK APPLICATIONS, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER

THEORY OF LIABILITY OR CAUSE OF ACTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE TRADEMARK AND TRADEMARK APPLICATIONS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

6. Successors and Assigns. This Trademark Assignment shall bind the Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

This Assignment of Trademarks is executed and delivered effective as of the date first set forth above.

NMT MEDICAL, INC.

By: Joseph F. Fimm, Jr.  
Joseph F. Fimm, Jr., as and only as assignee  
for the benefit of creditors of NMT  
Medical, Inc., on behalf of NMT Medical,  
Inc. by power of attorney

W.L. GORE AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: Warren J. Cutright  
Title: Associate

4250 W. Kiltie Lane  
Flagstaff, AZ 86001

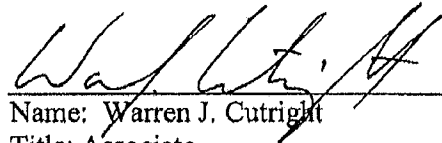
Telephone: (928) 864-2665  
Fax: (928) 864-4957

This Assignment of Trademarks is executed and delivered effective as of the date first set forth above.

**NMT MEDICAL, INC.**

By: \_\_\_\_\_  
Joseph F. Finn, Jr., as and only as assignee  
for the benefit of creditors of NMT  
Medical, Inc., on behalf of NMT Medical,  
Inc. by power of attorney

**W.L. GORE AND ASSOCIATES, INC.**

By:   
Name: Warren J. Cutright  
Title: Associate

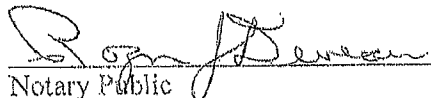
4250 W. Kiltie Lane  
Flagstaff, AZ 86001

Telephone: (928) 864-2665  
Fax: (928) 864-4957

COUNTY OF [ NORFOLK ] :

STATE OF [ MASSACHUSETTS ] :

BE IT REMEMBERED, that on this 16<sup>th</sup> day of June, 2011, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared JOSEPH F. FINN, JR. who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks as the assignee for the benefit of creditors of NMT Medical, Inc., the Seller named therein, and he thereupon acknowledged that the said instrument made by the Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Seller.

  
Notary Public

ROGER J. DEVEAU

MY COMMISSION EXPIRES: 10/05/2012



**ASSIGNMENT OF TRADEMARKS**

**SCHEDULE 1**

<b>Marks</b>	<b>Country</b>	<b>Registration/ Application No.</b>	<b>Registration Date</b>
AT THE HEART OF BRAIN ATTACKS	European Community	4651113	23-OCT-2006
ATLAS	Denmark	VR 006986 1990	26-OCT-1990
BIOSTAR	Canada	TMA741478	05-JUN-2009
BIOSTAR	European Community	3792728	24-AUG-2005
BIOSTAR	Japan	4899241	07-OCT-2005
BIOSTAR	United States	3,110,125	27-JUN-2006
BIOTREK	Japan	4930273	17-FEB-2006
CARDIOSEAL	United States	2,133,272	27-JAN-1998
GATOR	Canada	1312589	
GATOR	European Community	3791522	24-AUG-2005
GATOR	Japan	5078632	21-SEP-2007
NMT MEDICAL	Canada	TMA573645	15-JAN-2003
NMT MEDICAL	United States	2443104	10-APR-2001
ORBIS-SIGMA	Denmark	VR 008398 1991	29-NOV-1991
ORBIS-SIGMA	United States	1612836	11-SEP-1990
RAPID TRANSPORT	European Community	3314838	24-JAN-2005
STARFLEX	Canada	TMA647158	01-SEP-2005
STARFLEX	European Community	2070936	15-MAR-2002
STARFLEX	Japan	4776812	04-JUN-2004
STARFLEX	United States	2,613,300	27-AUG-2002