

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
St. Jude Medical, Cardiology Division, Inc.		08/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vascular Solutions, Inc.		
Street Address:	6464 Sycamore Court		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55369		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3700341	VENTURE	
CORRESPONDENCE DATA			
Fax Number:	6123393061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-371-2140		
Email:	cclassen@slwip-rc.com		
Correspondent Name:	David D'Zurilla, Esq.		
Address Line 1:	P.O. Box 2938		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	3196.068US1 DD/CEC		
NAME OF SUBMITTER:	David D'Zurilla		
Signature:	/David D'Zurilla/		

Date:

10/04/2012

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Trademark Assignment"), effective as of August 16, 2012 (the "Effective Date"), is made and entered into by and between **St. Jude Medical, Cardiology Division, Inc.**, a Delaware corporation having a business address of 177 East County Road B, St. Paul, Minnesota 55117, USA ("Seller"), and **Vascular Solutions, Inc.**, a Minnesota corporation having a business address of 6464 Sycamore Court, Minneapolis, Minnesota 55369, USA ("Buyer").

RECITALS:

- A. Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of August 16, 2012 (the "Sale Agreement").
- B. Pursuant to the Sale Agreement, Seller has agreed to execute and deliver this Trademark Assignment.
- C. Seller is the owner of the right, title and interest in and to certain trademarks (the "Trademarks") as specified in Schedule 1 attached hereto, which have been registered under the registration numbers listed in Schedule 1.
- D. Seller is willing to assign to Buyer its respective rights in such Trademarks, and Buyer desires to obtain ownership of the Trademarks in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

AGREEMENT:

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

1. Assignment. Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to Buyer, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Trademarks, together with the goodwill of the business associated therewith, including the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Trademarks.
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 Buyer may execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Buyer may record the executed Recordation Cover Sheet with the PTO, together with this Trademark Assignment and Schedule 1 hereto.
3. Power of Attorney. Seller does hereby make, constitute and appoint Buyer (and any officer or agent of Buyer as Buyer may select in its exclusive discretion) as Seller's true and lawful attorney-in-fact, with the power to endorse 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; provided, that 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 Seller has failed to take such action at the request of Buyer and following ten (10) days prior written notice to Seller of the exercise of such rights. This power of attorney shall be irrevocable.

4. "AS IS" and "WHERE IS". EXCEPT AS PROVIDED IN THE SALE AGREEMENT, THE TRADEMARKS ARE ASSIGNED (I) 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 AND (II) "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.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota and any suit or action hereunder shall be brought in said jurisdiction.

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

7. Counterparts. This Trademark Assignment may be executed in one or two counterparts, including by facsimile, each of which will be deemed an original but both of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

This Trademark Assignment is executed and delivered effective as of the Effective Date.

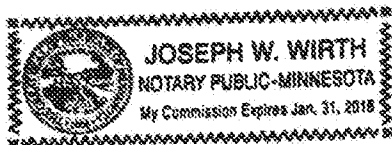
SELLER:

St. Jude Medical, Cardiology Division, Inc.

By: *John C. Heinmiller*
Name: JOHN C. HEINMILLER
Title: VICE PRESIDENT

COUNTY OF Ramsey)
)ss.
STATE OF MINNESOTA)

On this 10th day of August, 2012, before me the undersigned, a Notary Public in and for said state, personally appeared John C. Heinmiller, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as an authorized officer of St. Jude Medical, Cardiology Division, Inc., and executed the within instrument on behalf of such company.



Joseph W. Wirth
Notary Public

BUYER:

Vascular Solutions, Inc.

By: _____
Name: _____
Title: _____

This Trademark Assignment is executed and delivered effective as of the Effective Date.

SELLER:

St. Jude Medical, Cardiology Division, Inc.

By: _____
Name: _____
Title: _____

COUNTY OF _____)
)ss.
STATE OF MINNESOTA)

On this _____ day of _____ 2012, before me the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as an authorized officer of St. Jude Medical, Cardiology Division, Inc., and executed the within instrument on behalf of such company.

Notary Public

BUYER:

Vascular Solutions, Inc.

By: *[Signature]*
Name: Harold Root
Title: CEO