

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alveolus, Inc. | | 03/10/2009 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Merit Medical Systems, Inc. | | |
| Street Address: | 1600 West Merit Parkway | | |
| City: | South Jordan | | |
| State/Country: | UTAH | | |
| Postal Code: | 84095 | | |
| Entity Type: | CORPORATION: UTAH | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3308201 | AERO | |
| Registration Number: | 3406790 | AEROSIZER | |
| Registration Number: | 3532425 | ALIMAXX B | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 801-208-4343 | | |
| Email: | jwagner@merit.com | | |
| Correspondent Name: | Rashelle Perry | | |
| Address Line 1: | 1600 West Merit Parkway | | |
| Address Line 2: | Legal Dept. | | |
| Address Line 4: | South Jordan, UTAH 84095 | | |
| NAME OF SUBMITTER: | Rashelle Perry | | |
| Signature: | /Rashelle Perry/ | | |

OP \$90.00 3308201

Date:

04/29/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment"), dated as of March 10, 2009, by and among Alveolus, Inc., a North Carolina corporation having a principal place of business at 9013 Perimeter Woods Drive, Suite A, Charlotte, NC 28216 ("Assignor"), and Merit Medical Systems, Inc., a Utah corporation, ("Assignee," and collectively the "Parties"). Assignor is the owner of the entire right, title and interest in and to registered trademarks, trademark applications, and all of the goodwill associated therewith and symbolized thereby, including all common law rights associated with the trademarks by virtue of its use in commerce; and the domain names identified in the attached Schedule A (the "Trademarks") and has the right to make this assignment; and

WHEREAS, Assignor has agreed to assign and transfer its entire right, title and interest in and to the Trademarks to Merit Medical Systems, Inc., a Utah corporation having a principal place of business at 1600 West Merit Parkway, South Jordan, Utah 84095 ("Assignee");

NOW, THEREFORE, in view of the promises herein and in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor does hereby sell, convey, transfer and assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks and further assigns to said Assignee all of the goodwill associated with and symbolized by the trademarks, including but not limited to the registered trademarks and trademark applications, including all common law rights associated with the trademarks by virtue of its use in commerce, and in and to any and all renewals thereof; and further assigns to said Assignee the priority right provided by the International Convention, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer of Alveolus, Inc.

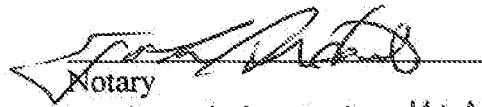
ASSIGNOR



By: Tony D. Alexander
Its: Corporate Secretary

State of North Carolina)
 §
County of Mecklenburg)

The foregoing instrument was acknowledged before me this 10th day of May, 2009


Notary

My Commission Expires: 5/14/2010



Schedule 1

Registered U.S. Trademarks

| Registration No. | Registration No. | Date Registered |
|---------------------------------------|------------------|-----------------|
| INSPIRING THE BREATH OF LIFE | 2,875,558 | 17-Aug-04 |
| ALVEOLUS | 2,748,874 | 05-Aug-03 |
| ALVEOLUS/INSPIRING THE BREATH OF LIFE | 2,890,098 | 28-Sep-04 |
| AERO | 3,308,201 | 09-Oct-07 |
| AERO-DV | 3,230,604 | 17-Apr-07 |
| MAXXWIRE | 3,155,162 | 10-Oct-06 |
| ALIMAXX-E | 3,181,783 | 05-Dec-06 |
| ALIMAXX-E DV | 3,181,784 | 05-Dec-06 |
| ALIMAXX-B | 3,532,425 | 11-Nov-08 |
| AEROSIZER | 3,406,790 | 01-Apr-08 |

Pending U.S. Trademarks

| Trademark | Appl. No. | Date Filed |
|--|------------|------------|
| ENDOVENTIONS | 78/491,877 | 29-Sep-04 |
| EAZEWIRE | 78/541,957 | 04-Jan-05 |
| ALIMAXX | 78/579,885 | 03-Mar-05 |
| ALIMAXX C | 78/579,897 | 03-Mar-05 |
| ENDOVENTIONS (DESIGN) | 78/593,348 | 23-Mar-05 |
| ENDOVENTIONS/ "ENRICHING LIVES THROUGH INNOVATION" | 78/593,444 | 23-Mar-05 |
| ENDOVENTIONS/ "ENRICHING LIVES THROUGH INNOVATION" | 78/593,394 | 23-Mar-05 |
| AEROMAXX | 78/593,607 | 23-Mar-05 |
| SMARTZONE | 78/905,912 | 12-Jun-06 |