

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
MONTERIS MEDICAL US, INC.		06/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MONTERIS MEDICAL CORPORATION
Street Address:	Suite 200, 16305 36th Avenue North
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55446
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3631925	AUTOLITT
Registration Number:	4273178	NEUROBLATE
Registration Number:	3631948	M
Registration Number:	3627464	MONTERIS MEDICAL
Registration Number:	3876084	AXIIIS

CORRESPONDENCE DATA	
Fax Number:	7034132220
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	703-413-3000
Email:	tmdocket@oblon.com
Correspondent Name:	Jeffrey H. Kaufman
Address Line 1:	1940 Duke Street
Address Line 4:	Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	407679US33SD
-------------------------	--------------

CH \$140.00 3631925

NAME OF SUBMITTER:	Jeffrey H. Kaufman
Signature:	/Jeffrey H. Kaufman/
Date:	08/28/2013
Total Attachments: 7 source=Assignment to MMC#page1.tif source=Assignment to MMC#page2.tif source=Assignment to MMC#page3.tif source=Assignment to MMC#page4.tif source=Schedule A of Assignment Agreements#page1.tif source=Schedule A of Assignment Agreements#page2.tif source=Schedule A of Assignment Agreements#page3.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 1st day of June, 2013.

BETWEEN:

MONTERIS MEDICAL US, INC.
(the "Assignor")

- and -

MONTERIS MEDICAL CORPORATION,
(the "Assignee")

WHEREAS pursuant to a certain asset purchase agreement made as of the 1st day of June 2013 (the "**Effective Date**"), between the Assignor and the Assignee (the "**Asset Purchase Agreement**"), the Assignor agreed to assign to the Assignee, and the Assignee agreed to assume from the Assignor, all of the Assignor's rights, title, interest, and obligations in and to the Intellectual Property of the Assignor as defined hereinafter;

NOW THEREFORE, in consideration of the sum of one (\$1.00) dollars paid by the Assignee to the Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Assignment of the Intellectual Property Rights.** As of the Effective Date, the Assignor hereby grants, transfers and assigns to the Assignee, all of the Assignor's rights, title, interest and obligations in, to and under, as the case may be:

- (a) all intellectual property of the Assignor, including, without limitation, those set out in Schedule "A" attached hereto and any patent or patent application, rights to inventions discoveries and unpatented know-how that may be patentable, copyright and related rights, trade marks, trade names and domain names, websites, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), unpublished research and development information; unpatented inventions; technical data and know-how, client

relationships and customer lists, any and all goodwill associated with Assignor's business and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world (the "Intellectual Property").

- (b) the right to sue for damages and other remedies for any infringement of any of the rights listed in this section 1(a) which occurred prior to the date of this Assignment.
- (c) all rights under all licence agreements (including without limitation all supply, distribution, agency, collaboration, sponsorship and merchandising agreements) entered into by the Assignor prior to the date of this Assignment.

2. **Proceedings.** The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Assignment.

3. **Assignor's Representations.** The Assignor represents and warrants to the Assignee that as of the Effective Date:

- (a) the Assignor is the sole owner of the Intellectual Property;
- (b) the Assignor has not licensed or assigned any rights in its Intellectual Property save for those rights assigned under section 1(c).
- (c) the Assignor has good and sufficient power, authority and right to enter into and deliver this Assignment and to complete the transactions as to be completed by the Assignor contemplated hereunder;
- (d) neither the entering into nor the delivery of this Assignment nor the completion of the transaction as herein contemplated by the Assignor will result in violation of:
 - (i) any of the provisions of its constating documents or by-laws;

- (ii) any agreement or other instrument to which the Assignor is a party or by which the Assignor is bound; or
 - (iii) any applicable law, rule or regulation;
- (e) the Assignor is not a non-resident within the meaning of the Act;
- (f) the Assignor has delivered to the Assignee all documents and materials in respect of the intellectual Property, and the Assignor covenants with the Assignee that in the event the Assignor receives any such additional documents, notices and materials relating to the Intellectual Property after the Effective Date, that it shall forthwith deliver same to the Assignee.

4. **Assignee's Representations.** The Assignee represents and warrants to the Assignor that:

- (a) the Assignee has good and sufficient power, authority and right to enter into and deliver this Assignment and to complete the transactions as to be completed by the Assignee contemplated hereunder;
- (b) neither the entering into nor the delivery of this Assignment nor the completion of the transaction as herein contemplated by the Assignee will result in violation of:
 - (i) any of the provisions of its constating documents or by-laws;
 - (ii) any agreement or other instrument to which the Assignee is a party or by which the Assignor is bound; or
 - (iii) any applicable law, rule or regulation;

5. **Survival.** The representations and warranties of the Assignor and the Assignee hereinbefore set forth shall survive the completion of the assignment of the Intellectual Property herein provided for and shall continue in full force and effect for the benefit of the party to whom the representation and warranty has been made.

6. **Further Documents.** Each of the parties hereto shall execute and deliver all such documents and do all such acts and things before, on or after the

Effective Date as may be necessary or advisable to implement in full the transactions contemplated by this Assignment.

7. **Enurement.** This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. **Time.** Time shall be of the essence hereof.

9. **Governing Law.** This Assignment shall be interpreted in accordance with the laws of the State of Minnesota.

10. **Counterparts.** This Assignment may be executed in any number of counterparts, including by facsimile, and each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF this Assignment has been executed by the parties on the day and year first above written.

MONTERIS MEDICAL CORPORATION

PER: 
Name: John Schellhorn
Title: President and Chief Executive Officer

MONTERIS MEDICAL US, INC.,

PER: 
Name: John Schellhorn
Title: President and Chief Executive Officer

Oblon Docket No.	Title	Country	Case Status	Action Due	Due Date	Application No.	Filing Date	Patent No.	Issue Date	Exp. Date
408401AU	TRAJECTORY GUIDE	Australia	Abandoned			2009281673	08/14/09			
408404AU	STEREOTACTIC DRIVE SYSTEM	Australia	Abandoned			2009281674	08/14/09			
408408AU	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Australia	Abandoned			2002350313	12/12/02	2002350313		
408401BR	TRAJECTORY GUIDE	Brazil	Abandoned			P09176330	08/14/09			
408404BR	STEREOTACTIC DRIVE SYSTEM	Brazil	Abandoned			P09169474	08/14/09			
408408BR	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Brazil	Pending			P0214951-6	12/12/02			
408401CA	TRAJECTORY GUIDE	Canada	Abandoned			2732836	08/14/09			
408403CA	MRI GUIDED HYPERTHERMIA SURGERY	Canada	Abandoned			2408811	06/15/01	2408811	08/03/10	06/15/21
408404CA	STEREOTACTIC DRIVE SYSTEM	Canada	Abandoned			2732853	08/14/09			
410025CA	MRI GUIDED HYPERTHERMIA SURGERY	Canada	Abandoned			2690040	06/15/01	2690040	01/17/12	06/15/21
410028CA	MRI GUIDED HYPERTHERMIA SURGERY	Canada	Abandoned			2757358	06/15/01			
408401CN	TRAJECTORY GUIDE	China	Pending			200980131600-9	08/14/09			
408404CN	STEREOTACTIC DRIVE SYSTEM	China	Pending			200980131609-X	08/14/09			
408401EP	TRAJECTORY GUIDE	EPC	Pending			09806276.3	08/14/09			
408403EP	MRI GUIDED HYPERTHERMIA SURGERY	EPC	Inactive			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408404EP	STEREOTACTIC DRIVE SYSTEM	EPC	Pending			09806277.1	08/14/09			
408408EP	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	EPC	Inactive			02784959.5	12/12/02	1455672	09/15/04	12/12/22
409882EP	MRI GUIDED HYPERTHERMIA SURGERY	EPC	Pending			09152951.1	06/15/01			
408403FR	MRI GUIDED HYPERTHERMIA SURGERY	France	Granted			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408408FR	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	France	Granted			02784959.5	12/12/02	1455672	09/15/04	12/12/22
408403DE	MRI GUIDED HYPERTHERMIA SURGERY	Germany	Granted			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408408DE	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Germany	Granted			02784959.5	12/12/02	1455672	09/15/04	12/12/22
408401HK	TRAJECTORY GUIDE	Hong Kong	Pending			11106400.8	08/14/09			
408404HK	STEREOTACTIC DRIVE SYSTEM	Hong Kong	Pending			11106401.7	08/14/09			
409882HK	MRI GUIDED HYPERTHERMIA SURGERY	Hong Kong	Pending			09105043.7	06/15/01			
408401IN	TRAJECTORY GUIDE	India	Abandoned			800/DELNP/2011	08/14/09			
408404IN	STEREOTACTIC DRIVE SYSTEM	India	Abandoned			778/DELNP/2011	08/14/09			
408408IN	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	India	Abandoned			1663/DELNP/2004	06/15/01	217948	03/31/08	06/15/21
408408IE	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Ireland	Abandoned			02784959.5	12/12/02	1455672	09/15/04	12/12/22
408401IL	TRAJECTORY GUIDE	Israel	Abandoned			210878	08/14/09			
408404IL	STEREOTACTIC DRIVE SYSTEM	Israel	Abandoned			210877	08/14/09			
408408IL	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Israel	Abandoned			162483	06/15/01	162483	03/01/11	06/15/21
408403IT	MRI GUIDED HYPERTHERMIA SURGERY	Italy	Granted			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408408IT	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Italy	Granted			02784959.5	12/12/02	1455672	09/15/04	12/12/22
408401JP	TRAJECTORY GUIDE	Japan	Pending			2011-522360	08/14/09			
408403JP	MRI GUIDED HYPERTHERMIA SURGERY	Japan	Granted			2002-510007	06/15/01	4417006	12/04/09	06/15/21

Oblon Docket No.	Title	Country	Case Status	Action Due	Due Date	Application No.	Filing Date	Patent No.	Issue Date	Exp. Date
408404JP	STEREOTACTIC DRIVE SYSTEM	Japan	Pending			2011-522361	08/14/09			
408408JP	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Japan	Granted			2003-552154	12/12/02	4142586	06/20/08	12/12/22
322420JP	MRI GUIDED HYPERTHERMIA SURGERY	Japan	Granted			2009-224862	06/15/01	5155273	12/14/12	06/15/21
408408	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Mexico	Granted			PA/a/2004/005792	12/12/02	259026	06/09/08	12/12/22
408401WO	TRAJECTORY GUIDE	PCT	Inactive			PCT/CA2009/00113	08/14/09			
408403WO	MRI GUIDED HYPERTHERMIA SURGERY	PCT	Inactive			PCT/CA2001/00090	06/15/01			
408404WO	STEREOTACTIC DRIVE SYSTEM	PCT	Inactive			PCT/CA2009/00113	08/14/09			
408408WO	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	PCT	Inactive			PCT/CA2002/00191	12/12/02			
410003WO	HEAD FIXATION SYSTEM AND METHOD	PCT	Pending			PCT/IB2012/051714	04/05/12			
413554WO	IMAGE-GUIDED THERAPY OF A TISSUE	PCT	Pending			PCT/US2013/03227	03/15/13			
408403ES	MRI GUIDED HYPERTHERMIA SURGERY	Spain	Abandoned			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408408ES	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	Spain	Abandoned			02784959.5	12/12/02	1455672	09/15/04	12/12/22
408403SE	MRI GUIDED HYPERTHERMIA SURGERY	Sweden	Abandoned			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408403NL	MRI GUIDED HYPERTHERMIA SURGERY	The Netherlands	Abandoned			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408408NL	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	The Netherlands	Abandoned			02784959.5	12/12/02	1455672	09/15/04	12/12/22
408403GB	MRI GUIDED HYPERTHERMIA SURGERY	United Kingdom	Granted			01944836.4	06/15/01	1289441	02/18/09	06/15/21
408408GB	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	United Kingdom	Granted			02784959.5	12/12/02	1455672	09/15/04	12/12/22
407984US	MRI GUIDED LASER THERMAL THERAPY	USA	Pending			61/728,068	11/19/12			
408401US	TRAJECTORY GUIDE	USA	Pending	Office Action Response	06/29/13	12/540,500	08/13/09			
408403US	MRI GUIDED HYPERTHERMIA SURGERY	USA	Granted			09/593,699	06/15/00	6,418,337	07/09/02	06/27/20
408404US	STEREOTACTIC DRIVE SYSTEM	USA	Pending	Office Action Response	09/13/13	12/540,558	08/13/09			
408408US	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	USA	Granted			10/014,846	12/14/01	7,167,741	01/23/07	04/16/21
408410US	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	USA	Granted			10/701,834	11/05/03	7,344,529	03/18/08	03/31/22
408414US	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	USA	Granted			11/467,394	08/25/06	7,691,100	04/06/10	02/07/21
408416US	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	USA	Granted			11/957,876	12/17/07	8,256,430	09/04/12	04/27/23
409053US	HYPERTHERMIA TREATMENT WITH DIFFUSER TIP PROBE	USA	Pending			61/664,791	06/27/12			
409054US	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	USA	Pending	Restriction Response	07/01/13	13/601,134	08/31/12			
410075US	IMAGE-GUIDED TREATMENT OF A TISSUE	USA	Pending			61/759,197	01/31/13			
413554US	IMAGE-GUIDED THERAPY OF A TISSUE	USA	Pending			13/838,310	03/15/13			
415349US	HYPERTHERMIA TREATMENT WITH DIFFUSER TIP PROBE	USA	Unfiled							
418052US	HYPERTHERMIA TREATMENT AND PROBE THEREFOR	USA	Unfiled							

6/26/2013

Monteris IP Report

Oblon Docket No.	Title	Country	Case Status	Action Due	Due Date	Application No.	Filing Date	Reg. No.	Reg. Date
408277US	Autolitt	USA	Registered			77/078,336	01/08/07	3631925	06/02/09
408278US	Neuroplate	USA	Registered			85/452,519	10/20/11	4273178	01/08/13
408279US	M (Stylized)	USA	Registered			77/094,364	01/30/07	3631948	06/02/09
408281US	Monteris Medical	USA	Registered			77/042,885	11/13/06	3627464	05/26/09
408283US	Axiis	USA	Registered			77/942,923	02/23/10	3876084	11/15/10
409899IN	Neuroplate	India	Pending				04/10/12	2313029	
409917CA	Axiis	Canada	Registered			1487093	06/30/10	TMA806496	09/12/11
	M design	Canada	Registered					765192	
	Monteris Medical	Canada	Registered					770697	
	Autolitt	Canada	Registered					770877	