

## 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
Endoscopic Technologies, Inc.		10/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Terumo Cardiovascular Systems Corporation		
Street Address:	6200 Jackson Road		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2475494	OPVAC	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		
Date:	10/25/2013		
Total Attachments: 5			

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## TRADEMARK ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Trademark Assignment Agreement (“Agreement”) is between ENDOSCOPIC TECHNOLOGIES, INC., a Delaware d/b/a/ Estech (the “Assignor”) having an address at 2603 Camino Ramon, Suite 100, San Ramon, California 94583, and TERUMO CARDIOVASCULAR SYSTEMS CORPORATION, a Delaware corporation (the “Assignee”) having an address at 6200 Jackson Road, Ann Arbor, Michigan 48103. This Agreement is effective on October 11, 2013.
2. **Purpose of Agreement.** Assignor seeks to assign the trademarks identified on Attachment A (the “Marks”) to Assignee, and Assignee seeks to acquire the Marks from Assignor, along with the business to which the Marks pertain and the goodwill associated with the Marks, pursuant to the terms of that certain Asset Purchase Agreement dated October 11, 2013, by and between Assignor and Assignee (“Purchase Agreement”).
3. **Assignment of Marks.** In consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sell, transfer and convey all right, title and interest in and to the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the goods and/or services to which the Marks pertain; (b) all trademark and service mark registrations, and pending applications for registration, of the Marks, and any renewal thereof; (c) all income, royalties, damages (other than resulting from Pre-Closing Infringement as defined in the Purchase Agreement) and other payments now and hereafter due and/or payable with respect to the Marks; and (d) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Marks.
4. **Cooperation.** Assignor agrees to provide, at Assignee’s cost, whatever assistance is reasonably required by Assignee to perfect, secure, enforce or otherwise maintain its interests in the Marks.
5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties’ heirs, representatives, successors, and assigns.
3. **Counterparts.** This Assignment may be executed in two or more consecutive counterparts (including without limitation by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.
4. **Purchase Agreement Controls.** This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignors and Assignee with respect to the Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts-of-law principles that would require the application of any other law.

*[Remainder of page intentionally blank]*

**AGREED AND ACCEPTED:**

ENDOSCOPIC TECHNOLOGIES, INC.

By:  \_\_\_\_\_

Name: John Pavlidis

Title: President & CEO

TERUMO CARDIOVASCULAR SYSTEMS  
CORPORATION

By: \_\_\_\_\_

Name: Mark Sutter

Title: President & CEO

[Signature Page to Trademark Assignment Agreement]

**AGREED AND ACCEPTED:**


ENDOSCOPIC TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: John Pavlidis

Title: President & CEO

TERUMO CARDIOVASCULAR SYSTEMS  
CORPORATION

By: 

Name: Mark Sutter

Title: President & CEO

[Signature Page to Trademark Assignment Agreement]

ATTACHMENT A

Registered trademarks

OPVAC, U.S. Reg. No. 2,475,494

Common law trademarks

Assistant  
StableSoft  
Titan  
Titan 360  
ULTRA  
OPVAC  
Atlas  
Atlas 360  
Pyramid  
Apollo  
Hercules  
OPVAC Synergy II Ultra  
Endopositioner 2P  
EndoCAB  
Argenziano Ultra positioning rod

[Attachment A to Trademark Assignment]