

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
Datascope Trademark Corp.		10/04/2013	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: 2			
Property Type	Number	Word Mark	
Serial Number:	85851562	AIR-BAND	
Registration Number:	3690897	SAFEGUARD	
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		
ATTORNEY DOCKET NUMBER:	DATASCOPE TM ASSNMT.		
NAME OF SUBMITTER:	Rashelle Perry		
Signature:	/Rashelle Perry/		

OP \$65.00 85851562

TRADEMARK

Date:

10/25/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated as of October 4, 2013 (the "Effective Date"), is made by and between (i) Merit Medical Systems, Inc., a Utah corporation ("Assignee") and (ii) Datascope Trademark Corp., a Delaware corporation ("Assignor"). Assignee and Assignor are sometimes referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Datascope Corp., a Delaware corporation ("Datascope") agreed to cause each of its applicable Affiliates to assign its respective right, title and interest in and to the trademarks, service marks, trademark and service mark applications and registrations, trade names and other source indicators identified in Schedule A attached hereto (the "Marks") to Assignee pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), dated October 4, 2013, between Datascope and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sells, and sets over unto Assignee all of Assignor's right, title, and interest, in, to, and under the said Marks, together with all common law rights and the goodwill associated with said Marks and all rights and privileges granted and secured thereby, including the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Agreement and sale had not been made, together with all claims by Assignor for damages by reason of infringement of the Marks with the right to sue for, and collect the same for Assignee's own use and benefit, and for the use and benefit of Assignee's successors and assigns. Notwithstanding the foregoing, applications in the United States Patent and Trademark Office to register Marks on an "intent-to-use" basis will not be deemed to be transferred or assigned unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall automatically be deemed to be assigned and transferred hereunder.

2. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including, without limitation, the United States Patent and Trademark Office, the World Intellectual Property Organization, the Office for Harmonization in the Internal Market, and the Japanese Patent Office, to transfer ownership and registration of the Marks to Assignee.

3. Assignor agrees to fully cooperate with Assignee, without demanding any further consideration therefor, in transferring all of Assignor's rights to the Marks to Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be

reasonably required, necessary to vest title to the Marks and all other rights transferred and assigned by this Agreement.

4. Assignor hereby grants to Assignee a perpetual and irrevocable power of attorney to execute all documents on behalf of Assignor reasonably necessary in order to effectuate the assignment contemplated by this Agreement.

5. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

6. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same Agreement.

7. This Agreement is subject and subordinate to all of the terms and conditions of the Purchase Agreement (including without limitation Article II and Article VII thereof), which is hereby incorporated herein by reference, and in the event of any conflict or inconsistency between any term or provision hereof and any term or provision of the Purchase Agreement, the latter shall govern and control.

8. The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with, without reference to conflict of laws principles, the laws of the State of Delaware to contracts executed in and to be performed in that state.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

DATASCOPE TRADEMARK CORP., a Delaware corporation

By: [Signature]
Name: PETER HINCHLiffe
Title: PRESIDENT & CEO

STATE OF NEW JERSEY)
COUNTY OF Passaic)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Peter Hinchliffe, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President & CEO of, Datascope Trademark Corp., a Delaware corporation, the within named bargainer, and that, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President & CEO.

Witness my hand and seal, this 4th day of October, 2013.

[Signature: Holly A. Bosland]
Notary Public

My Commission Expires:
7/1/2014

HOLLY A. BOSLAND
NOTARY PUBLIC OF NEW JERSEY
Commission Expires: 07/01/2014

ASSIGNEE:

MERIT MEDICAL SYSTEMS, INC., a Utah corporation

By: [Signature]
Name: Fred P. Lampropoulos
Title: Chairman and CEO

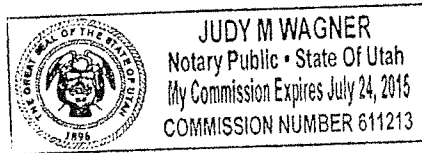
STATE OF UTAH)
COUNTY OF Salt Lake)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Fred P. Lampropoulos, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Chairman & CEO of Merit Medical Systems, Inc., a Utah corporation, the within named bargainer, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Chairman & CEO.

Witness my hand and seal, this 4th day of October, 2013.

[Signature]
Notary Public

My Commission Expires:
July 24, 2015



SCHEDULE A

Trademarks

Mark	International Class	Application No.	App. Date	Reg. No.	Reg. Date	Country/Region
AIR-BAND	10	012065967	14-Aug-13	n/a - pending	n/a - pending	European Union
AIR-BAND	10	(Pending WIPO No.) USPTO Ref No. A0037466	14-Aug-13	n/a - pending	n/a - pending	Madrid Protocol - International Application designating Japan, China, Russia, Turkey and Egypt.
AIR-BAND	10	85/851,562	15-Feb-13	n/a - pending	n/a - pending	United States
SAFEGUARD	10	76685613	9-Jan-08	3690897	6-Oct-09	United States