

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
Radial Assist, LLC		10/04/2013	CORPORATION: GEORGIA
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:	4015589	RAD BOARD	
Registration Number:	4119488	RAD REST	
Serial Number:	86023239	RAD TRAC	
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 4:	South Jordan, UTAH 84095		
ATTORNEY DOCKET NUMBER:	RADIAL ASSIST ASSNMT.		
NAME OF SUBMITTER:	Rashelle Perry		

OP \$90.00 4015589

Signature:	/Rashelle Perry/
Date:	01/20/2014
Total Attachments: 5 source=Rad Assist Trademark Assnmt Final 1 3 2014#page1.tif source=Rad Assist Trademark Assnmt Final 1 3 2014#page2.tif source=Rad Assist Trademark Assnmt Final 1 3 2014#page3.tif source=Rad Assist Trademark Assnmt Final 1 3 2014#page4.tif source=Rad Assist Trademark Assnmt Final 1 3 2014#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of the 4th day of October, 2013 by Radial Assist, LLC, a Georgia limited liability company (the "Assignor"), to Merit Medical Systems, Inc., a Utah corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark and trademark registration set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Trademarks");

WHEREAS, Assignor has certain ongoing and existing business pertaining to the Trademarks, including but not limited to the promotion of market opportunities pertaining to the Trademarks and artistic works, such as opportunities for the manufacture and sale of medical devices; and various other business activities relating to the Trademarks;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 3, 2013, by and among Assignor and Assignee (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee agreed to purchase substantially all of the assets of Assignor, including, all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Effective upon the Closing Date, Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, all right, title, and interest now and hereafter in force and effect that Assignor has, may have, or hereafter acquire in and to the Trademarks, including but not limited to the business and goodwill pertaining to the Trademarks, and all other rights that arise from or relate to the Trademarks, in the United States and/or any foreign countries.

2. No Warranties. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Commissioner of Patents and Trademarks. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns, and other legal representatives in accordance with this Assignment.

4. Construction. This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith.

5. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Georgia without regard to choice or conflicts of law principles that would result in the application of any laws other than the laws of the State of Georgia.

6. Binding Effect. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor, its successors, and any and all other persons claiming by, through, or under any of them.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Trademarks has been executed and delivered as of the date written above.

ASSIGNOR:

RADIAL ASSIST, LLC,
a Georgia limited liability company

By: 

Name: J. Ryan Hess

Title: Managing Member

Acknowledgement by Notary Public

State of Georgia

County of Fulton

On this 7 day of October, 2013, before me, the undersigned Notary Public, personally appeared J. Brad Hess, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: *Erin Kruhm*
Name: Erin Kruhm, Notary Public

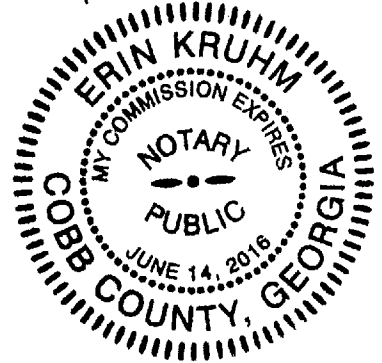


EXHIBIT A

Trademarks

MARK	REGISTRATION NUMBER	REGISTRATION DATE
RAD BOARD	4,015,589	08/23/2011
RAD REST	4,119,488	03/27/2012
RAD TRAC	Application pending; Application # 86/023,239	Filed July 30, 2013
RADIAL ASSIST	Common-Law Trademark	
RAD BOARD XTRA	Common-Law Trademark	
RADIAL ASSIST DESIGN LOGO	Common-Law Trademark	