

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
Medtronic Xomed, Inc.		01/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pillar Palatal, LLC		
Street Address:	6901 Snider Plaza, Suite 225		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75205		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2856897	PILLAR	
Registration Number:	3904616	SNORE-O-GRAM	
CORRESPONDENCE DATA			
Fax Number:	2147401499		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214.740.1474		
Email:	danicam@bellnunnally.com		
Correspondent Name:	Danica L. Mathes		
Address Line 1:	3232 McKinney Avenue, Suite 1400		
Address Line 4:	DALLAS, TEXAS 75204		
ATTORNEY DOCKET NUMBER:	7223.1		
NAME OF SUBMITTER:	Danica L. Mathes		
Signature:	/Danica L. Mathes/		

CH \$65.00 2856897

Date:

02/28/2014

Total Attachments: 4

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of January 17, 2014 is made by Medtronic Xomed, Inc., a Delaware Corporation ("*Seller*"), for the benefit of Pillar Palatal, LLC, a Texas limited liability company ("*Buyer*") as authorized designee of Snoring Center USA, LLC ("*SNC*"), an affiliate of Buyer.

RECITALS

A. Seller and SNC, have, as of the date hereof, entered into an Asset Purchase Agreement (the "*APA*"), pursuant to which Seller agreed to sell to SNC, and SNC agreed to purchase from Seller, certain assets of Seller's Pillar® palatal implant system for the treatment of snoring ; and

B. SNC wishes to take ownership of certain of the assets in the name of Buyer, namely: (i) all patents identified in Appendix 1 of this Assignment (the "*Patents*"); and (ii) all trademarks identified in Appendix 1 (the "*Trademarks*");

NOW, THEREFORE, in furtherance of the APA, and for other good and valuable consideration, the parties agree as follows:

1. **Purchase and Sale of Patents and Trademarks.** On the terms and subject to the conditions set forth in this Assignment, and subject to all of the representations, warranties, covenants, remedies and other provisions set forth in the APA (including the further assurances clause contained in Section 12.1 thereof), Seller does hereby sell, convey, transfer and assign to Buyer (as designee of SNC):

(a) the Patents, and as to any reissue or re-examination of such Patents; for the United States and its territorial possessions excluding all foreign countries, also including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Patents; and

(b) the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to all registrations of the Trademarks heretofore granted or applied for, any and all common law rights to the Trademarks in the United States excluding foreign countries, and any and all claims and demands Seller may have either at law or in equity arising out of any past infringements.

2. **Grant of Power of Attorney.** Seller, for itself and its successors and assigns, irrevocably constitutes and appoints Buyer and its successors and assigns, and each of them, the true and lawful attorney of Seller and its successors and assigns, with full power of substitution and gives and grants unto Buyer and its successors and assigns, and each of them, full power and authority in the name of Seller and their successors and assigns, at any time and from time to time, to execute any and all documents required to substantiate this transfer; to demand, sue for, recover, and receive any and all rights, demands, claims, causes of action, and warranties of every kind and description whatsoever incident or relating to the Patents and the Trademarks, for the purpose of fully vesting in Buyer and its successors and assigns, all and singular, all the right, title, and interest in and to the Patents and the Trademarks, in each case to the extent of the rights, powers and authorities lawfully granted to or reserved by Seller by this Assignment or applicable law. This power of attorney is coupled with an interest and is irrevocable.

3. **As-Is Sale.** The Patents and Trademarks are being sold "AS IS, WHERE IS and WITH ALL FAULTS", and without any express or implied representation or warranty of any nature except those

set forth in the APA. Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guaranty or promise regarding the Patents and Trademarks or the transaction contemplated herein, except for any express representations and warranties of Seller set forth in the APA.

4. Relationship with APA; Amendment. This Assignment is executed in furtherance of the APA, and is subject to all of the representations, warranties, covenants, remedies and other provisions contained therein. This Assignment may be amended, modified or extended only by a written agreement signed by Buyer and Seller.


5. Counterparts. This Assignment may be executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.


SELLER:

Medtronic Xomed, Inc.

By: 
Name: VINCENT A. RACANO
Title: VP/GM ENT

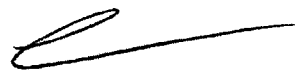
BUYER:

Pillar Palatal, LLC

By: 
Name: Clay Schmitt
Title: Manager

SNC:

Snoring Center USA, LLC

By: 
Name: Clay Schmitt
Title: Manager

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APPENDIX 1

United States Patents:

6626181
6523543
6516806
6601584
6513531
6513530
6523542
6523541
6601585
6634362
7028691
7047979
7255109
6250307
6401717
6453905
6415796
6450169
6390096
6899105
6848447
6578580
7237553
7063089
6502574
D536792

Trademark(s):

PILLAR® – U.S. registration no. 2856897
SNORE-O-GRAM® - U.S. registration no. 3904616