

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERUMO CARDIOVASCULAR SYSTEMS CORPORATION		08/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MICHIGAN CRITICAL CARE CONSULTANTS, INC.		
Street Address:	3526 W. LIBERTY		
City:	ANN ARBOR		
State/Country:	MICHIGAN		
Postal Code:	48103		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3331712	TENDERFLOW	
Registration Number:	3109609	SOFT-FLOW	
Registration Number:	1652982	D4	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2483513000		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	201 S. Main Street, Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	MC3-GEN		
NAME OF SUBMITTER:	Brenda R. Yates		
SIGNATURE:	/bry/		
DATE SIGNED:	08/05/2014		
Total Attachments: 4			
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TRADEMARK

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made this 4th day of August, 2014, by Terumo Cardiovascular Systems Corporation, a Delaware corporation ("Assignor") to and in favor of Michigan Critical Care Consultants, Inc. a Michigan corporation ("Assignee").

A. Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the trademarks listed on Exhibit A (the "Trademarks").

B. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks in accordance with and subject to the terms of that certain Asset Purchase Agreement dated August 4, 2014 by and between Assignor and Assignee ("Purchase Agreement").

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

4. This Assignment is provided pursuant 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 Trademarks. 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. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

Terumo Cardiovascular Systems Corporation, a Delaware corporation,

By: Mark Sutter

Print Name: Mark Sutter

Its: President / CEO

STATE OF _____ }
COUNTY OF _____ } ss.

On August 4, 2014, before me, Cynthia Meyers, personally appeared Mark Sutter on behalf of Terumo Cardiovascular Systems Corporation, 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Cynthia Meyers
Notary Signature

ASSIGNMENT ACCEPTED:

ASSIGNEE:

Michigan Critical Care Consultants, Inc.,
a Michigan corporation

By: _____

Print Name: _____

Its: _____

CYNTHIA MEYERS
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES May 28, 2020
ACTING IN COUNTY OF Washtenaw

(Signature page to Trademark Assignment)

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

Terumo Cardiovascular Systems Corporation, a Delaware corporation

By: _____

Print Name: _____

Its: _____

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, personally appeared _____, on behalf of Terumo Cardiovascular Systems Corporation, 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

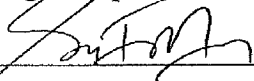
[SEAL]

Notary Signature

ASSIGNMENT ACCEPTED:

ASSIGNEE:

Michigan Critical Care Consultants, Inc.,
a Michigan corporation

By: 

Print Name: SCOTT I. MERZ

Its: PRESIDENT AND CEO

(Signature page to Trademark Assignment)

Exhibit A

Trademarks

Trademarks: Trademark	Country	Registration No.	Description
TENDERFLOW	United States	3,331,712	medical product, namely pediatric cannula
SOFT-FLOW	United States	3,109,609	medical products, namely, arterial and aortic cannulae
TENDERFLOW	EU-CTM	6,331,151	medical products; namely pediatric cannula
TENDERFLOW	Australia	1,202,804	medical product, namely, pediatric cannula
TENDERFLOW	Japan	5,201,662	medical product, namely pediatric cannula
D4	United States	1,652,982	medical cannulae for cardiovascular surgery

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