

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Embrella Cardiovascular, Inc.		08/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Edwards Lifesciences AG		
Street Address:	Route De L'Etraz 70		
City:	Nyon		
State/Country:	SWITZERLAND		
Postal Code:	1260		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3832527	EMBRELLA CARDIOVASCULAR	
Registration Number:	3772689	EMBRELLA	
Registration Number:	3944800	EMBRELLA EMBOLIC DEFLECTOR SYSTEM	
Registration Number:	3772688	EMBRELLA EMBOLIC DEFLECTOR	
Registration Number:	3815184	EMBRELLA CARDIOVASCULAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	949-250-6878		
Email:	debbie_sklar@edwards.com		
Correspondent Name:	David L. Hauser		
Address Line 1:	One Edwards Way		
Address Line 2:	c/o TM Admin, Legal Dept.		
Address Line 4:	Irvine, CALIFORNIA 92614		
DOMESTIC REPRESENTATIVE			
Name:	David L. Hauser		
Address Line 1:	One Edwards Way		
Address Line 2:	c/o TM Admin Legal Dept		
Address Line 4:	Irvine, CALIFORNIA 92614		

CH \$140.00 3832527

TRADEMARK

NAME OF SUBMITTER:	David L. Hauser
SIGNATURE:	/David L Hauser/
DATE SIGNED:	08/19/2014
Total Attachments: 5 source=30627_1#page1.tif source=30627_1#page2.tif source=30627_1#page3.tif source=30627_1#page4.tif source=30627_1#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of August 31, 2011 by and between Embrella Cardiovascular, Inc., a Delaware corporation ("Assignor") and Edwards Lifesciences AG, a stock corporation organized under the laws of the Swiss Confederation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in that certain Asset Transfer Agreement dated of even date herewith (the "Transfer Agreement"), by and between Assignor and Assignee.

Under the terms of the Transfer Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government or regulatory authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "IP Assets")

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government or regulatory officials to record and register this IP Assignment upon request by Assignee.

3. Terms of the Transfer Agreement. The terms of the Transfer Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

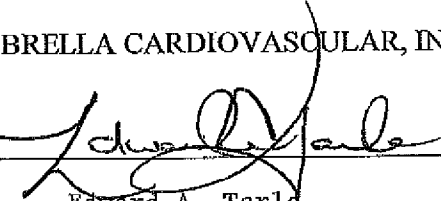
5. Governing Law. This IP Assignment shall be governed by the laws of the State of New York, without regard to the laws as to choice or conflict of laws.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the undersigned have executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

EMBRELLA CARDIOVASCULAR, INC.

By: 

Name: Edward A. Tarle

Title: VP, Tax

ASSIGNEE:

EDWARDS LIFESCIENCES AG

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

EMBRELLA CARDIOVASCULAR, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

EDWARDS LIFESCIENCES AG

By: _____ 

Name: Patrick VERGUET

Title: CVP EUROPE

[Signature page to Intellectual Property Assignment Agreement]

Schedule 2

Trademarks

<u>U.S. TM App. No.</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
77/589,710	EMBRELLA CARDIOVASCULAR	10-09-2008	July 6, 2010	3,815,184
77/589,726	EMBRELLA EMBOLIC DEFLECTOR	10-09-2008	Apr. 6, 2010	3,772,688
77/589,817	EMBRELLA	10-09-2008	Apr. 6, 2010	3,772,689
77/589,889	EMBRELLA CARDIOVASCULAR (W/ DESIGN)	10-09-2008	Aug. 10, 2010	3,832,527
77/589,739	EMBRELLA EMBOLIC DEFLECTOR SYSTEM	10-09-2008		