

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LeMaitre Vascular, Inc.		07/17/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merit Medical Ireland Limited		
<b>Street Address:</b>	IDA Industrial Estate West		
<b>City:</b>	Galway		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4088337	UNBALLOON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	801-208-4791		
<b>Email:</b>	jwagner@merit.com		
<b>Correspondent Name:</b>	Delos Larson		
<b>Address Line 1:</b>	1600 West Merit Parkway		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	South Jordan, UTAH 84095		
<b>ATTORNEY DOCKET NUMBER:</b>	UNBALLOON		
<b>NAME OF SUBMITTER:</b>	Delos Larson		
<b>SIGNATURE:</b>	/Delos Larson/		
<b>DATE SIGNED:</b>	08/19/2015		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made effective as of the 17<sup>th</sup> day of July, 2015 by **LeMaitre Vascular, Inc.**, a Delaware corporation (the "Assignor"), to Merit Medical Ireland Limited, an Irish company ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations 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 July 17, 2015, 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 the Purchased Assets, 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 Commonwealth of Massachusetts without regard to choice or conflicts of law principles that would result in the application of any laws other than the laws of the Commonwealth of Massachusetts.

**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:**

**LeMaitre Vascular, Inc.,**

By: *DR*  
Name: *David Roberts*  
Title: *President*

**Acknowledgement by Notary Public**

State of *Massachusetts*  
County of *Middlesex* ss.

On this *17<sup>th</sup>* day of *July*, 2015, before me, the undersigned Notary Public, personally appeared *David Roberts*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the above and foregoing Assignment, and acknowledged to me that he executed it.

*[Signature]*  
Notary Public

My commission expires:

*4/1/2022*



*Signature Page to Assignment of Trademarks*

**EXHIBIT A**

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. Date</u>	<u>Reg. No.</u>
UNBALLOON	United States	Registered	8/14/2009	4088337
UNBALLOON	Community Trademarks	CTM Registered	10/4/2011	010313534
UNBALLON	Community Trademarks	CTM Registered	8/11/2009	008485484