

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFRAREDx, INC.		10/21/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	NIPRO CORPORATION		
Street Address:	3-3-13, Toyosaki, Kita-ku		
City:	Osaka		
State/Country:	JAPAN		
Postal Code:	531-0072		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4390744	X TVC INSIGHT CATHETER	
Registration Number:	4390743	X TVC IMAGING SYSTEM	
Registration Number:	3628159	LIPISCAN	
Registration Number:	3385838	INTRAVASCULAR CHEMOGRAPHY	
Registration Number:	2532547	INFRAREDx	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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>			
Email:	lspirra@SHEPPARDMULLIN.COM		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	12275 EL CAMINO REAL, SUITE 200		
Address Line 4:	SAN DIEGO, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	45BL-211924		
NAME OF SUBMITTER:	Linda m. spirra		
SIGNATURE:	/Linda M. Spirra/		
DATE SIGNED:	11/11/2015		
Total Attachments: 5			
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EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 29, 2015 (this "Assignment"), is entered into by and between INFRAREDIX, INC., a Delaware corporation with principal offices at 34 Third Avenue, Burlington, MA 01803, U.S.A. ("Assignor"), and NIPRO CORPORATION, a Japan corporation with principal offices at 3-3-13, Toyosaki, Kita-ku, Osaka 531-0072 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain INTELLECTUAL PROPERTY TRANSFER AGREEMENT, dated as of September 3, 2015 (the "Intellectual Property Transfer Agreement"), concerning the sale and purchase of certain assets, including the Assigned Trademarks (as defined below);

WHEREAS, pursuant to the Intellectual Property Transfer Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignor has agreed to execute this Assignment for recordation by Assignee with the United States Patent and Trademark Office ("USPTO").

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

AGREEMENT

1. Assignment. Subject to the terms and conditions of the Intellectual Property Transfer Agreement, Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks and service marks set forth on Exhibit A (the "Assigned Trademarks") together with the goodwill of the business symbolized by the Assigned Trademarks, and any and all claims, demands, and causes of action for infringement, of the Assigned Trademarks, past, present, and future, and all of the proceeds from the foregoing.
2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment upon request by Assignee.
3. Intellectual Property Transfer Agreement. Nothing herein shall be deemed to supersede or otherwise modify the provisions of the Intellectual Property Transfer Agreement. In the event of any conflict between the provisions of this Assignment and the Intellectual Property Transfer Agreement, the provisions of the Intellectual Property Transfer Agreement shall govern with respect to such conflict.

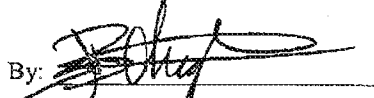
4. Rights of Third Parties. Nothing expressed or implied in this Assignment is intended or shall be construed to confer upon or give any person, other than the parties hereto and their permitted successors and assigns, any legal or equitable right, benefits or remedy of any nature whatsoever under or by reason of this Assignment.
5. Governing Law. This Assignment shall be solely and exclusively governed by and construed under the laws of the State of New York (without regard to the conflict of law principles thereof).
6. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic copies hereof or signature hereon shall, for all purposes, be deemed originals.

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by each party as of the date first above written.

ASSIGNOR

INFRARED_X, INC.

By: 

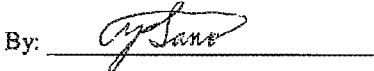
Name: Jason Bottiglieri

Title: President & CEO

Date: October 21, 2015

ASSIGNEE

NIPRO CORPORATION

By: 

Name: Yoshihiko Sano





Title: President & Representative Director



Date: October 29, 2015

[Signature Page to Assignment of Trademarks]

EXHIBIT A

Assigned Trademarks

Trademark	Reg. No.	Reg. Date	Country
TVC INSIGHT CATHETER & Design 	4390744	8-27-2013	United States
TVC IMAGING SYSTEM & Design 	4390743	8-27-2013	United States
LIPISCAN	3628159	5-26-2009	United States
INTRAVASCULAR CHEMOGRAPHY	3385838	2-19-2008	United States
INFRARED X	2532547	1-22-2002	United States
LIPISCAN	TMA804468	8-16-2011	Canada
TVC INSIGHT CATHETER & Design 	11498714	6-14-2013	European Union
TVC IMAGING SYSTEM & Design 	11498755	6-14-2013	European Union
INTRAVASCULAR CHEMOGRAPHY	3526761	4-04-2005	European Union

Trademark	Reg. No.	Reg. Date	Country
INFRAREDX	1260470	10-04-2000	European Union
TVC INSIGHT CATHETER & Design 	5649038	2-14-2014	Japan
TVC IMAGING SYSTEM & Design 	5618603	9-27-2013	Japan