

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cryolife, Inc.		02/03/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Merit Medical Systems, Inc.		
Street Address:	1600 West Merit Parkway		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3693367	HERO	
Registration Number:	3683875	HERO	
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:	801-208-4793		
Email:	jwagner@merit.com		
Correspondent Name:	Delos Larson		
Address Line 1:	1600 West Merit Parkway		
Address Line 4:	South Jordan, UTAH 84095		
NAME OF SUBMITTER:	Delos Larson		
SIGNATURE:	/Delos Larson/		
DATE SIGNED:	06/17/2016		
Total Attachments: 3			
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OP \$65.00 3693367

**ASSIGNMENT OF TRADEMARKS
AND TRADEMARK APPLICATIONS**

This Assignment of Trademarks and Trademark Applications (this "Assignment") is made effective as of the 3rd of February, 2016 by CryoLife, Inc., a Florida corporation (the "Assignor"), to Merit Medical Systems, Inc., a Utah corporation ("Assignee").

WHEREAS, Assignor owns the United States and other registered trademarks identified on Exhibit A attached hereto and incorporated herein (the "Marks") and certain trademark applications, if any (the "Applications");

WHEREAS, Assignor has certain ongoing and existing business pertaining to the Marks, including but not limited to the creation, acquisition, and protection of various artistic works and other works pertinent to the Marks; the promotion of market opportunities pertaining to the Marks and artistic works, such as opportunities for the manufacture and sale of medical devices; and various other business activities relating to the Marks;

WHEREAS, Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Acquired Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated of even date herewith, by and between Assignor and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Marks and the Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest now and hereafter in force and effect that Assignor has or may have in and to the Marks, including but not limited to the business and goodwill pertaining to the Marks and/or the Applications in the United States and/or any foreign countries.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor, its successors and assigns.

Capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to them in the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Trademarks and Trademark Applications has been executed and delivered as of the date written above.

ASSIGNOR:

CRYOLIFE, INC.,
a Florida corporation

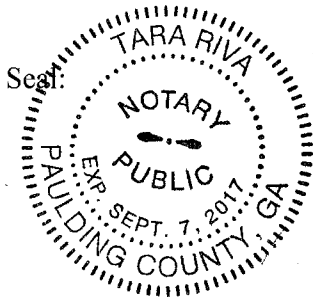
By: J. Patrick Mackin
Name: J. Patrick Mackin
Title: President and Chief Executive Officer

Acknowledgement by Notary Public

State of Georgia

County of Cobb

On this 3 day of February, 2016, before me, the undersigned Notary Public, personally appeared J. Patrick Mackin; 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.



Signature: Tara Riva

Name: TARA RIVA, Notary Public

Signature Pages to Assignment of Trademarks and Trademark Applications

EXHIBIT A

Trademark Name	Country Name	Reference	File Date	App Number	Reg Date	Reg Number	Trademark status	Class
HERO	United States of America	29026-0577	01/08/2008	77/366,900	10/06/2009	3,693,367	Registered	10 Int.
HERO	Australia	29026-0579	09/25/2012	1516205	04/26/2013	1516205	Registered	10 Int.
HERO	Canada	29026-0581	10/04/2012	1,596,981	12/16/2013	867,400	Registered	10 Int.
HERO	Japan	29026-0583					Closed	10 Int.
HERO	European Community	29026-0585	10/05/2012	11241593	03/01/2013	11241593	Registered	10 Int.
HERO and Logo	United States of America	29026-0578	02/01/2008	77/386,387	09/15/2009	3,683,875	Registered	10 Int.
HERO and logo	Australia	29026-0580	09/25/2012	1516206	04/26/2013	1516206	Registered	10 Int.
HERO and logo	Canada	29026-0582	10/04/2012	1,596,986	12/16/2013	867,402	Registered	10 Int.
HERO and logo	Japan	29026-0584					Closed	10 Int.
HERO and logo	European	29026-0586	10/05/2012	11241619	03/01/2013	11241619	Registered	10 Int.