

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM399047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAH Window, Inc.	FORMERLY SynCardia Systems, Inc.	09/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SynCardia Systems, LLC		
Street Address:	1992 E. Silverlake Road		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85713		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3861417	FREEDOM	
Registration Number:	4799718	SYNSPUS	
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:	215-569-3399		
Email:	trademarks@klehr.com		
Correspondent Name:	Michael P. Rittinger		
Address Line 1:	1835 Market Street		
Address Line 2:	Suite 1400		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Michael P. Rittinger		
SIGNATURE:	/Michael P. Rittinger/		
DATE SIGNED:	09/19/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") dated as of September 19, 2016, is made and entered into by and among TAH Windown, Inc. (f/k/a SynCardia Systems, Inc.), a Delaware corporation, (the "Assignor"), and SynCardia Systems, LLC, a Delaware limited liability company (the "Assignee") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

Background:

The Assignor and Sindex SSI Lending, LLC (the "Buyer") are parties to that certain Asset Purchase Agreement, dated as of September 19, 2016 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell the Acquired Assets to the Buyer.

As a condition to the Closing, the Parties agreed to enter into this Assignment pursuant to which the Assignor will assign to the Buyer all of the Assignor's right, title and interest in, to and under all of the Assignor's Intellectual Property, including but not limited to, the Intellectual Property listed on Schedule A attached hereto (collectively, the "Intellectual Property").

In accordance with Section 12.3 of the Asset Purchase Agreement, the Buyer has designated Assignee to acquire all of the Acquired Assets and assume, among other things, the Intellectual Property.

Pursuant to Section 10.2(a) of the Asset Purchase Agreement, the Assignee agreed to execute and deliver this Assignment to the Assignor at the Closing.

Agreement:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Closing, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Intellectual Property, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Assignment, and that the Assignor will, upon the request and sole expense of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Intellectual Property

hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Intellectual Property, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Intellectual Property.

3. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

4. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

5. Conflict with Asset Purchase Agreement or Sale Order. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement or the Bankruptcy Sale Order (as defined in the Asset Purchase Agreement), the terms and conditions of the Asset Purchase Agreement or the Bankruptcy Sale Order, as the case may be, shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement and the Bankruptcy Sale Order or the survival thereof.

6. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment on the date first written above.

ASSIGNOR:

TAH WINDOWN, INC.
(FKA SYNCARDIA SYSTEMS, INC.)

By: 

Name: Stephen Marotta

Title: Chief Restructuring Officer

ASSIGNEE:

SYNCARDIA SYSTEMS, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment on the date first written above.

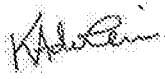
ASSIGNOR:

TAH WINDOW, INC.
(F/K/A SYNCARDIA SYSTEMS, INC.)

By: _____
Name: _____
Title: _____

ASSIGNEE:

SYNCARDIA SYSTEMS, LLC

By:  _____
Name: Kamal Advani
Title: Authorized Person

Schedule A

Intellectual Property

- all Registered and Unregistered Trademarks and Service Marks, including, but not limited to:

Trademark	App. No.	App. Date	Registration Number	Registration Date	Jurisdiction
Freedom (Block)	77542888	08/08/2008	3,861,417	10/12/2010	United States
Freedom (Block)	1284447	02/09/2009	1,284,447	6/22/2009	Australia
Freedom (Block)	1427076	02/06/2009	TMA879752	6/10/2014	Canada
Freedom (Block)	7192813	02/09/2009	Application Pending	Application Pending	China
Freedom (Block)	007587769	02/09/2009	007,587,769	10/21/2009	European Comm.
Synspus	86516761	01/28/2015	4,799,718	08/25/2015	United States
Saving Lives One Heart at a Time (Block)	1284449	02/09/2009	1,284,449	06/22/2009	Australia

- all Registered and Unregistered Patents and Patent Applications, including, but not limited to

Title	Country	Application Number	Filing Date	Patent Number	Issue Date
Scotch-Yoke Mechanism for Redundant Actuation Applications	United States	12498991	07/07/2009	8,070,455	12/06/11
Actuating Mechanism for Pneumatically-Driven Artificial Heart (pistons) – U.S.	United States	12454440	05/18/2009	8,021,422	09/20/2011
Apparatus and Method for Pneumatically Driving an Implantable Medical Device	United States	12108436	04/23/2008	7,811,318	10/12/2010
Pneumatic Driver	Canada			2,762,200	
Actuating Mechanism for Pneumatically-driven Artificial Heart (Pistons) - Canada	Canada	12454440	05/18/2009		
Scotch-Yoke	Germany	12498991	07/07/2009	8,070,455	

Mechanism for Redundant Actuation					
Actuating Mechanism for Pneumatically- driven Artificial Heart (Pistons) - Canada	Australia		12/07/2011	2010249773	