

900423834 10/04/2017

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445966

<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>
Interventional Therapies, LLC		03/01/2017	LLC : DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cardiva Medical, Inc.		
<b>Street Address:</b>	2900 Lakeside Drive		
<b>Internal Address:</b>	Suite 160		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4656523	DUAL-CLOSE	
Registration Number:	4130728	QUICK-CLOSE VASCULAR SUTURING SYSTEM	
Registration Number:	3415534	QUICK-CLOSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153584738		
<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>	415-957-3036		
<b>Email:</b>	SFTM@duanemorris.com		
<b>Correspondent Name:</b>	Mark A. Steiner, Esq.		
<b>Address Line 1:</b>	Spear Tower, One Market Plaza		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-1127		
<b>NAME OF SUBMITTER:</b>	Patricia Picou Green, Trademark Paralega		
<b>SIGNATURE:</b>	/Patricia Picou Green/		
<b>DATE SIGNED:</b>	10/04/2017		
<b>Total Attachments: 3</b>			
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## FORM OF INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “*Assignment*”) is entered into as of March 1, 2017, by and between Interventional Therapies, LLC, a Delaware limited liability company (“*Assignor*”), and Cardiva Medical, Inc., a Delaware corporation (“*Assignee*”).

**A.** Assignor and Assignee, are parties to that certain Asset Purchase Agreement dated as of February 7, 2017 (the “*Purchase Agreement*”) pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, and Assignor agrees to sell the Purchased Assets to Assignee (the “*Transaction*”). Each capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

**B.** As a condition precedent to Closing, and in order to induce Assignee to consummate the Transaction, from which Assignor will receive substantial benefit, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest in and to all applicable Intellectual Property Rights of Assignor.

### AGREEMENTS

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer, assign, convey and deliver to Assignee all of Assignor’s rights, title and interest in and to all of the Purchased IP, together with all of the associated goodwill.
2. Assignor agrees to execute and deliver, or cause to be executed and delivered, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may reasonably be required by Assignee or, following by Assignee, for the purpose of perfecting and completing the sale, transfer and conveyance to Assignee of the Purchased IP.
3. 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. Signatures sent by facsimile or other electronic means shall constitute originals.
4. This Assignment shall be governed by 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 thereof.

“*Purchased IP*” means (i) all Intellectual Property and Intellectual Property Rights in or pertaining to the Products, or methods or processes used to manufacture the Products, or otherwise relating to or necessary or reasonably useful for the conduct of the Business, in each case that is Controlled by the Seller and (ii) all right, title and interest of the Seller in the Licensed Intellectual Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment to be executed by its duly appointed and authorized officer as of the date first written above.

**CARDIVA MEDICAL, INC.**

By: John Russell

Name: John Russell

Title: Chief Executive Officer & President

**INTERVENTIONAL THERAPIES, LLC**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to IP Assignment Agreement]*

**IN WITNESS WHEREOF**, the Assignor has caused this Intellectual Property Assignment to be executed by its duly appointed and authorized officer as of the date first written above.

**CARDIVA MEDICAL, INC.**

By: \_\_\_\_\_

Name: John Russell

Title: Chief Executive Officer & President

**INTERVENTIONAL THERAPIES, LLC**

By: Leon C. Hirsch

Name: Leon C. Hirsch

Title: Member

*[Signature Page to IP Assignment Agreement]*