

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484047

<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>
Dextera Surgical Inc.		02/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AESDEX, LLC		
<b>Street Address:</b>	900 Saginaw Drive		
<b>City:</b>	Redwood City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94063		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2813408	CARDICA	
<b>Registration Number:</b>	2856707	PAS-PORT	
<b>Registration Number:</b>	2978174	CARDICA	
<b>Registration Number:</b>	2924086	C-PORT	
<b>Registration Number:</b>	2968231	C PORT	
<b>Registration Number:</b>	3117830	PAS-PORT	
<b>Registration Number:</b>	3206640	C-PORT XA	
<b>Registration Number:</b>	3368638	FLEX-A	
<b>Registration Number:</b>	3369115	ANASTOMOSIS MADE FAST & SIMPLE	
<b>Registration Number:</b>	3525542	X-CHANGE	
<b>Registration Number:</b>	4298645	XPRESS	
<b>Registration Number:</b>	4298646	MICROCUTTER XPRESS	
<b>Registration Number:</b>	4472230	MICROCUTTER XCHANGE	
<b>Registration Number:</b>	5277736	MICROCUTTER 5/80	
<b>Registration Number:</b>	5277737	D	
<b>Serial Number:</b>	87088634	ATTACHE MEDICAL	
<b>Registration Number:</b>	5247258	DEXTERA SURGICAL	
<b>Registration Number:</b>	4467697	XCHANGE	
<b>Serial Number:</b>	86946705	DEXTERA MICROCUTTER	

OP \$490.00 2813408

**CORRESPONDENCE DATA****Fax Number:** 2159814750

*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.*

**Phone:** 2159814194**Email:** kennedyp@pepperlaw.com, catalant@pepperlaw.com, tierm@pepperlaw.com**Correspondent Name:** Paul J. Kennedy**Address Line 1:** 3000 Two Logan Square**Address Line 2:** Eighteenth and Arch Streets**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-2799

<b>ATTORNEY DOCKET NUMBER:</b>	120254.4-AESDEX Assign.
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy
<b>SIGNATURE:</b>	/Paul J. Kennedy/
<b>DATE SIGNED:</b>	07/31/2018

**Total Attachments: 5**

source=Assignment - Dextera to Aesdex, LLC#page1.tif

source=Assignment - Dextera to Aesdex, LLC#page2.tif

source=Assignment - Dextera to Aesdex, LLC#page3.tif

source=Assignment - Dextera to Aesdex, LLC#page4.tif

source=Assignment - Dextera to Aesdex, LLC#page5.tif

## ASSIGNMENT OF REGISTERED TRADEMARKS

This ASSIGNMENT OF REGISTERED TRADEMARKS (this “**Assignment**”) is dated as of February 20, 2018, by DEXTERA SURGICAL INC., a Delaware corporation formerly known as “Cardica, Inc.” (“**Assignor**”), and AESDEX, LLC, a Delaware limited liability company (“**Assignee**”), as successor-in-interest to AESCULAP, INC., a California corporation (“**Parent**”).

### BACKGROUND

A. Assignor is sole the owner of all of the right, title and interest in, to and under, all of the registered trademarks identified on Schedule A attached hereto and incorporated herein by reference (the “**Trademarks**”).

B. Assignor and Parent have entered into that certain Asset Purchase Agreement, dated as of December 11, 2017 (together with the Exhibits and Schedules thereto, the “**Purchase Agreement**”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee, as successor-in-interest to Parent, of substantially all of the assets of Assignor, including the Trademarks, on the terms and conditions set forth therein. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks in accordance with the terms and conditions of this Assignment.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of Assignor’s copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses solely in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of Assignor’s other rights relating thereto (collectively, the “**Rights**”).

3. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with clause (a) of this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof, to the extent consistent with Section 6.8 of the Purchase Agreement.

4. Counterparts. This Assignment may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in "portable document format" (.pdf), all of which together shall for all purposes constitute one assignment notwithstanding that all parties have not signed the same counterpart.

5. Successors and Assigns. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and their successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

DEXTERA SURGICAL INC.

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

  
Name: Julian Nikolchev  
Title: President & CEO

**ASSIGNEE:**

AESDEX, LLC

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

Name: Charles A. DiNardo  
Title: President

*and*

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

Name: Keith Moser  
Title: Treasurer

*Signature Page to Assignment of Registered Trademarks*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

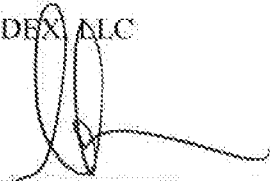
ASSIGNOR:

DEXTERA SURGICAL INC.

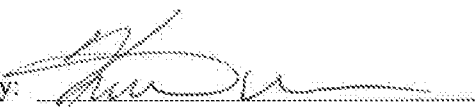
By: \_\_\_\_\_  
Name: Julian Nikolchev  
Title: President & CEO

ASSIGNEE:

AESDEX ALC

By:  \_\_\_\_\_  
Name: Charles A. DiNardo  
Title: President

*and*

By:  \_\_\_\_\_  
Name: Keith Moser  
Title: Treasurer

**SCHEDULE A**

Registered Trademarks

<b>Country</b>	<b>Serial No.</b>	<b>Issued or Pending</b>	<b>Issue Date</b>	<b>Trademark No.</b>	<b>Status</b>
EU	15748023	Pending			Active
JP	2016-102094	Issued	6/2/17	5,951,308	Active
US	76/162,848	Issued	2/10/04	2,813,408	Active
US	78/094302	Issued	6/22/04	2,856,707	Active
US	78/099022	Issued	7/26/05	2,978,174	Active
US	78/140,994	Issued	7/26/05	2,924,086	Active
US	78/201,791	Issued	7/12/05	2,968,231	Active
US	78/201,801	Issued	7/18/06	3,117,830	Active
US	78/398,499	Issued	2/6/07	3,206,640	Active
US	77/174,651	Issued	1/15/08	3,368,638	Active
US	77/222,435	Issued	1/15/08	3,369,115	Active
US	77/364,132	Issued	10/28/08	3,525,542	Active
US	85/200,031	Issued	3/5/13	4,298,645	Active
US	85/200,051	Issued	3/5/13	4,298,646	Active
US	85/778,519	Issued	1/21/14	4,472,230	Active
US	87/079995	Issued	8/29/17	5,277,736	Active
US	87/080039	Issued	8/29/17	5,277,737	Active
US	87/080392	Pending			Active
US	87/088634	Pending			Active
US	86/943893	Issued	7/18/17	5,247,258	Active
US	85/807163	Issued	1/14/14	4,467,697	Active
US	86/946,705	Pending			Active
US	78/096,583				Inactive
US	77/569,729				Inactive
US	77/569,750				Inactive
US	77/864,175				Inactive
US	77/867,345				Inactive
US	85/200,058				Inactive
US	85/200,060				Inactive