

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterValve, Inc.		11/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	InterValve Medical Inc.		
Street Address:	2445 Xenium Lane North		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4381055	V8	
Registration Number:	4411868	V8	
CORRESPONDENCE DATA			
Fax Number:	6126077100		
<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:	612-607-7325		
Email:	bgrahn@foxrothschild.com		
Correspondent Name:	Barbara Grahn		
Address Line 1:	222 South Ninth St		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	203687.02005		
NAME OF SUBMITTER:	Barbara Grahn		
SIGNATURE:	/bjg/		
DATE SIGNED:	10/26/2018		
Total Attachments: 5			
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EXHIBIT C

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 25, 2016, between InterValve, Inc. a Delaware corporation ("Assignor"), and InterValve Medical Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement, dated as of November 25, 2016 (the "Agreement"), between Assignor and Assignee, Assignee agreed to purchase, acquire and accept Assignor's right, title and interest in, to and under all Trademarks included in the Assets, including those Trademarks set forth on Appendix II to the Agreement (hereinafter collectively referred to as the "Transferred Trademarks"). Each capitalized term used and not defined in this Assignment shall have the meaning assigned to it in the Agreement;

WHEREAS, pursuant to the Agreement, Assignee has purchased or will purchase certain Assets to which the Transferred Trademarks pertain; and

WHEREAS, in accordance therewith, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee desires to accept the sale, conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Transferred Trademarks.

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Transferred Trademarks, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby and all of rights, interests, claims and demands, recoverable in law or equity, treaty or other international convention, that Assignor has or may have in profits and damages for past, present and future infringement of the Transferred Trademarks, including the right to compromise, sue for and collect such profits and damages, and all income and royalties whether accruing before, on or arising or payable after the date of this assignment, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment, together with the Agreement (including all appendixes and exhibits thereto) and the other documents delivered in connection therewith, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as permitted under Section 13(m) of the Agreement, this Assignment may not be assigned by any party hereto without the prior written consent of the other party hereto.

Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Agreement or constitute a waiver or release by any party to the Agreement of any liabilities, duties or obligations imposed thereby.

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or its assignee or successor thereto.

This Assignment shall be governed by, and construed in accordance, with the laws of the State of Delaware without regard to the choice of law provisions thereof. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 13(h) and Section 13(i) of the Agreement. Without limiting the general applicability of Section 13(h) or 13(i) of the Asset Purchase Agreement to any disputes arising hereunder, **EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument. An original signed copy of this Assignment shall be delivered by mail within five (5) days to Assignee after the execution of this Assignment.

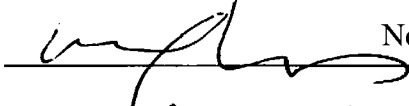
This Assignment shall be subject to the provisions set forth in Section 13(k) of the Agreement, except to the extent that any contrary or different terms are set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

InterValve, Inc.

By:  _____ November 25, 2016

Name: MARK UNLS

Title: CEO

PURCHASER:

InterValve Medical Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

InterValve, Inc.

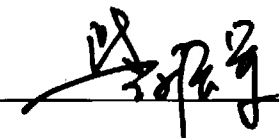
By: _____

Name: _____

Title: _____

PURCHASER:

InterValve Medical Inc.

By:  _____ November 25, 2016

Name: ZI Zhenjun Eric

Title: Authorized Signatory

Registered and Allowed Trademark Applications:

No	Registration No	Mark	Country of Origin	Date Application or Registration
1	4,381,055	V8	United States	5/31/2012
2	4,411,868	V8 (Stylized)	United States	5/31/2012
3	1127622	V8	EU Community	7/03/2012
4	1132501	V8 (Stylized)	EU Community	7/03/2012
5	1132501	V8 (Stylized)	Japan	7/03/2012

Copyright: None

Domain Name:

invalveinc.com