

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kyphon SARL		04/26/2018	Limited Liability Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Medtronic Holding Company Sarl		
Street Address:	Route du Molliau 31		
City:	Tolochenaz		
State/Country:	SWITZERLAND		
Postal Code:	1131		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85386999	INFLATEFX	
Serial Number:	85441732	INFLATEFX	
Serial Number:	76124590	KYPHON	
Serial Number:	86361574	KYPHON EXPRESS	
Serial Number:	86214248	KYPHON KURVE	
Serial Number:	86350262	KYPHON V	
Serial Number:	85444494	OSTEOCOOL	
Serial Number:	85444515	OSTEOCOOL	
Serial Number:	85021949	XPEDE	
CORRESPONDENCE DATA			
Fax Number:	5082616225		
<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:	508-261-8000		
Email:	amy.devito@medtronic.com		
Correspondent Name:	Amy DeVito		
Address Line 1:	15 Hampshire Street		
Address Line 4:	Mansfield, MASSACHUSETTS 02356		
ATTORNEY DOCKET NUMBER:	Assignment/LG10139.230		

CH \$240.00 85386999

NAME OF SUBMITTER:	Richard D. Watkins
SIGNATURE:	/Richard D. Watkins/
DATE SIGNED:	10/01/2018
Total Attachments: 11 source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page1.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page2.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page3.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page4.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page5.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page6.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page7.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page8.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page9.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page10.tif source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page11.tif	

26 April 2018

SALE, PURCHASE, TRANSFER AND ASSIGNMENT AGREEMENT

between

Kyphon Sàrl

and

Medtronic Holding Company Sàrl

THIS AGREEMENT is signed on and effective as per 26 April 2018 (the "Effective Date").

between:

- 1) **Kyphon Sàrl, a Swiss limited liability company, having its corporate seat in Neuchâtel, Canton of Neuchâtel, Switzerland, and with registered address at Pierre-à-Bot 97, 2000 Neuchâtel (Switzerland), registered with the Commercial Register of the Canton of Neuchâtel under the number CHE- 112.776.349**

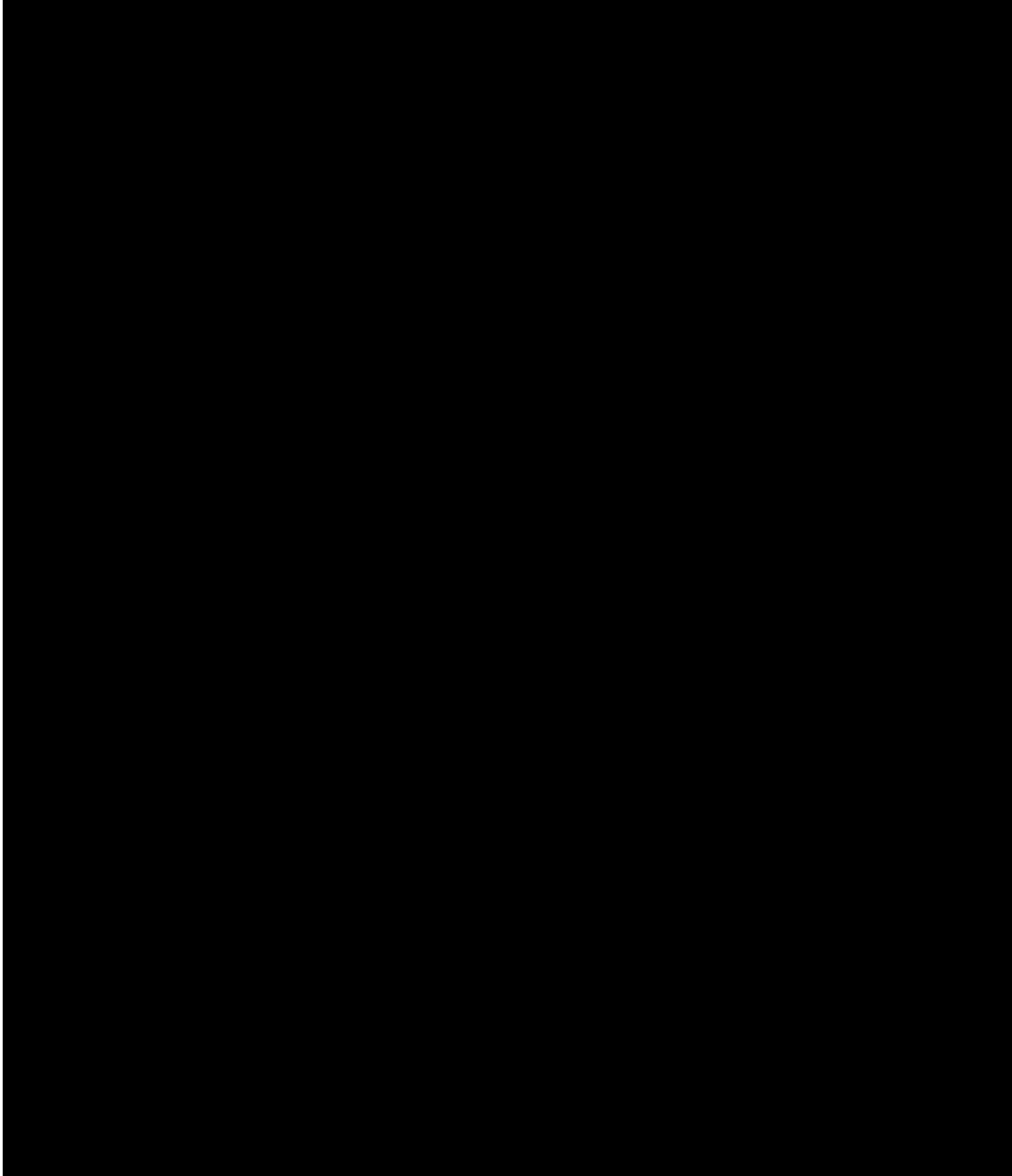
hereinafter referred to as "Kyphon"

- 2) **Medtronic Holding Company Sàrl, a Swiss limited liability company, having its corporate seat in Tolochenaz, Canton of Vaud, Switzerland, and with registered address at c/o Medtronic International Trading Sàrl, route du Molliau 31, 1131 Tolochenaz (Switzerland), registered with the Commercial Register of the Canton of Neuchâtel under the number CHE- 211.714.234**

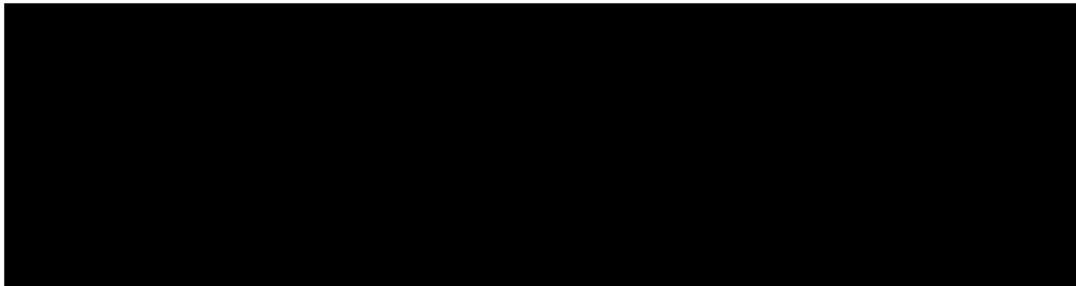
hereinafter referred to as "IPCo"

hereinafter collectively referred to as the "Parties"

WHEREAS



Article 1. Sale and purchase of Kyphon IP



Article 2. Transfer and assignment of Kyphon IP

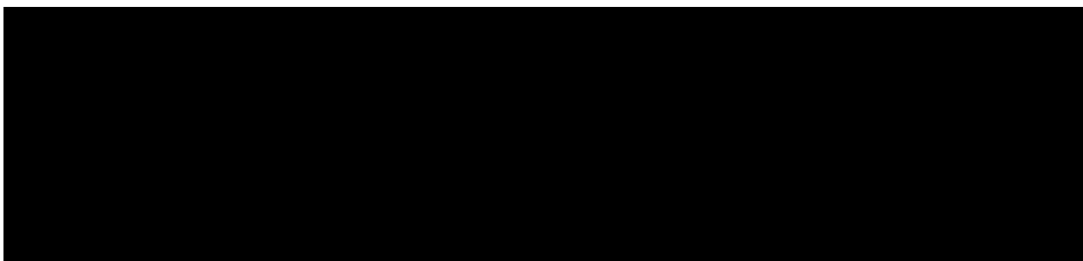
2.1 Kyphon herewith transfers and assigns, and IPCo herewith accepts and assumes the transfer and assignment of all interest in, rights and obligations of the legal ownership in the Kyphon IP as listed in Annex 1 (the "Legal Kyphon IP").

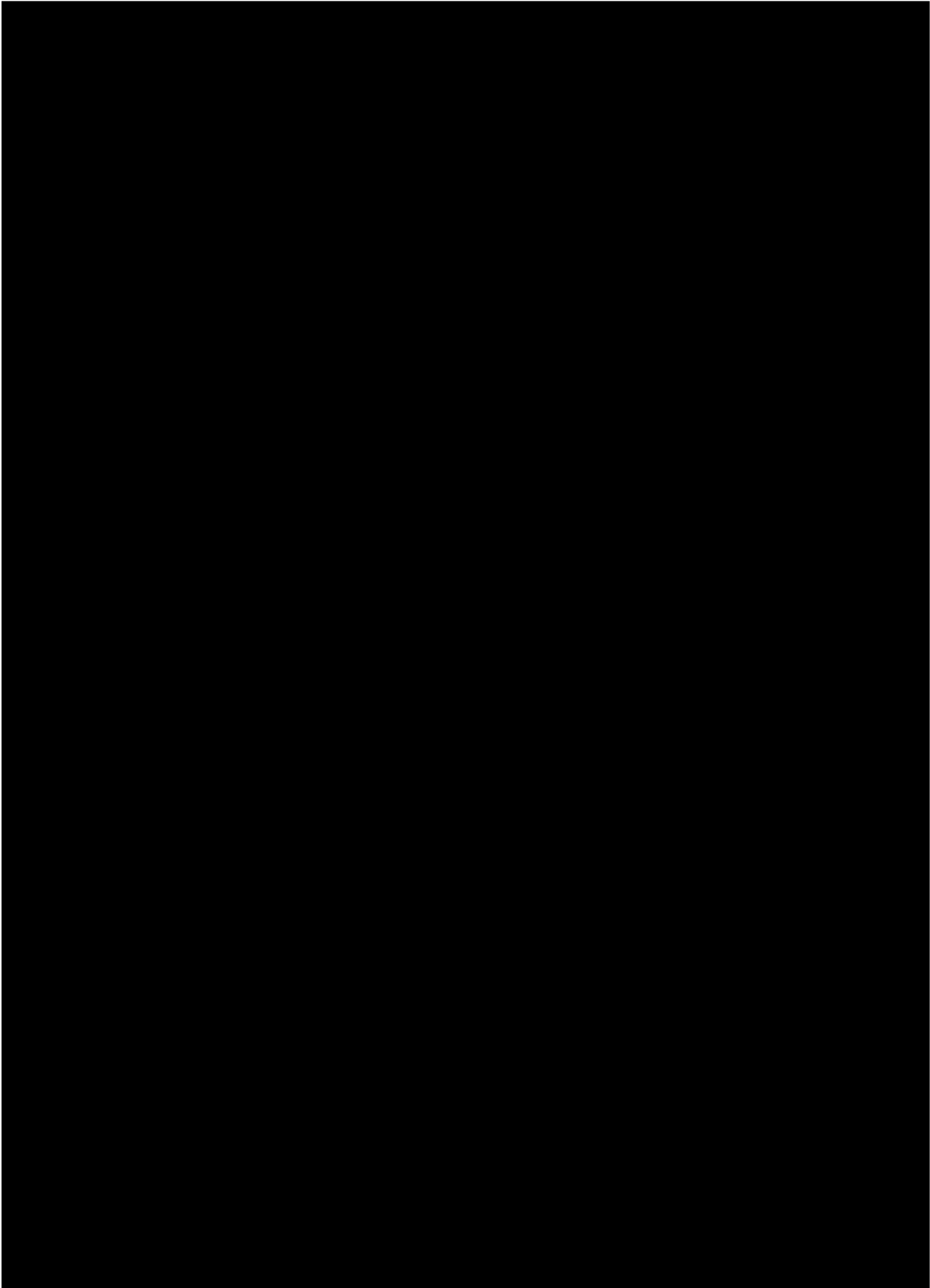
2.2 Kyphon herewith transfers and assigns, and IPCo herewith accepts and assumes the transfer and assignment of the legal and/or economic ownership in any other intellectual property rights owned by Kyphon, which are not listed in Annex 1, as defined in Annex 2 (the "Residual Kyphon IP", together with the Legal Kyphon IP, the "Transferred Kyphon IP").

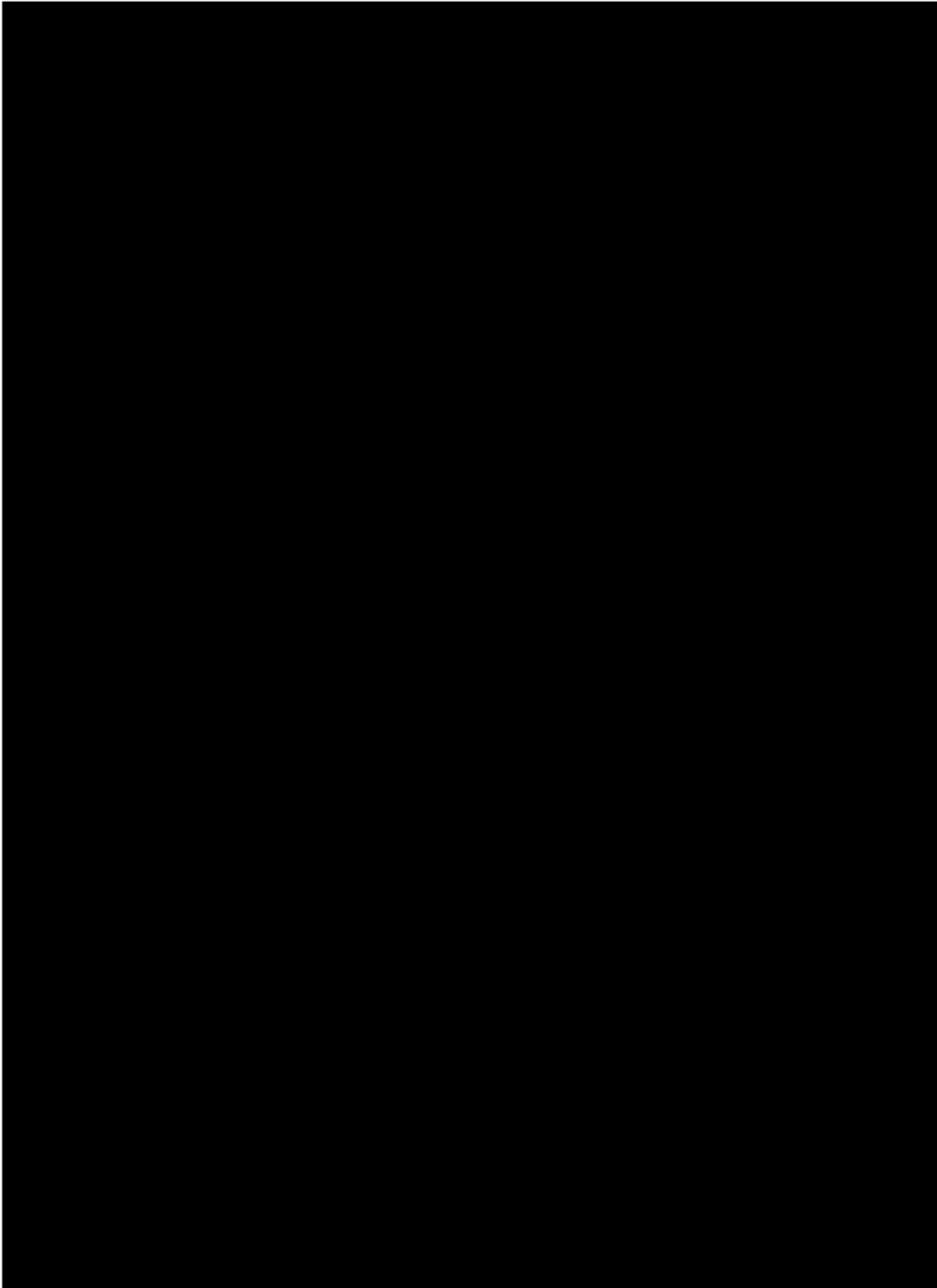
2.3 The actions described under 2.1 through 2.2 are referred to as the "Transfer" hereinafter.

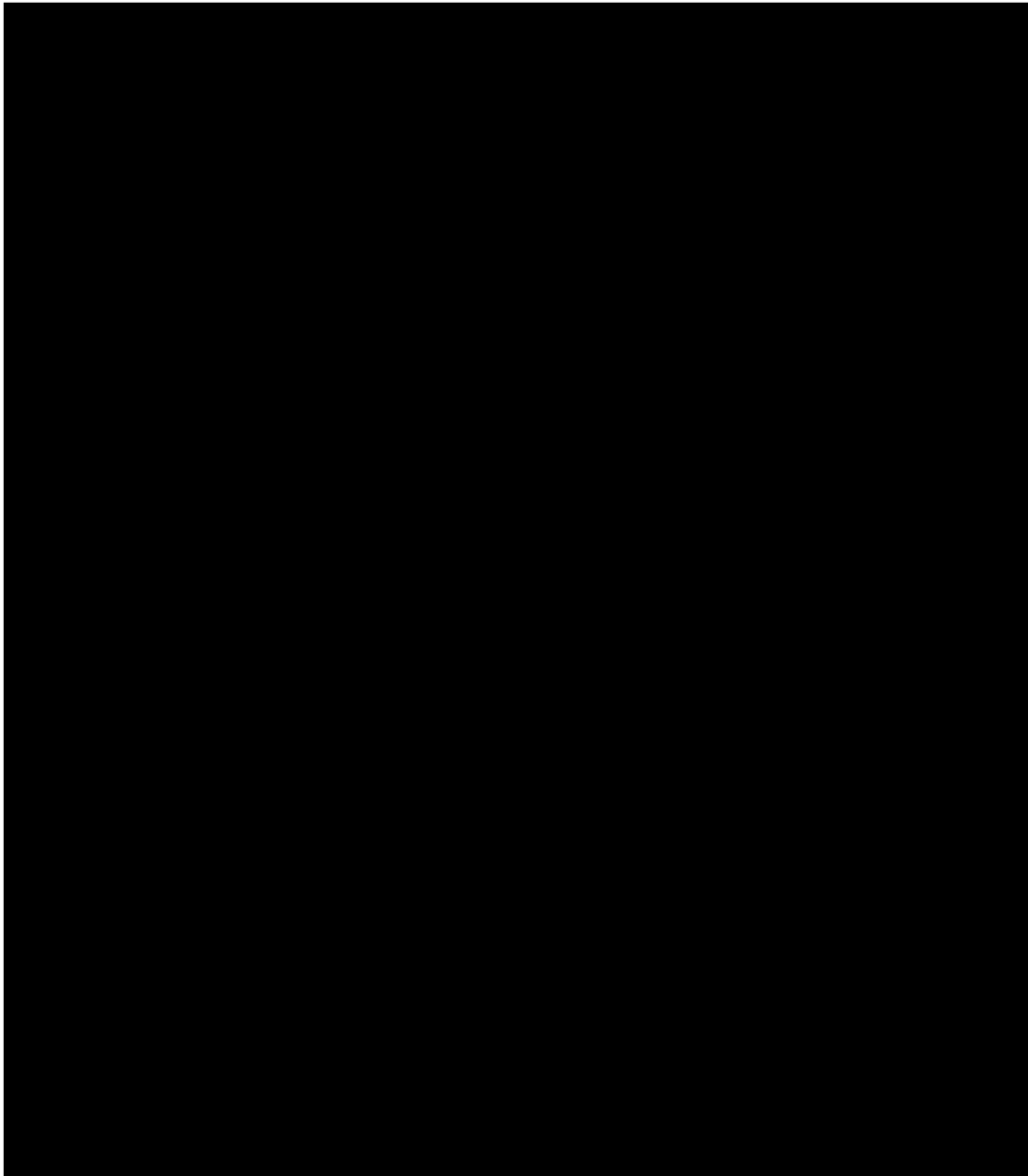
Article 3. Effective date

3.1 The Sale and Transfer shall be effective between the Parties and recorded in their books as per 26 April 2018 (the "Effective Date").









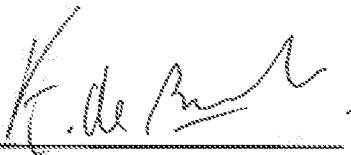
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf on the date first written above.

(signatures on the next pages)

On behalf of Kyphon Sàrl

Neuchâtel, 26 April 18

Place, date



Emmanuelle Marie-Hélène De Beaumont
Managing Officer

On behalf of Medtronic Holding Company Sàrl

Inclusioz, 26 April 18
Place, date

J. T. Barrett
John Thomas Barrett
Chairman

Annex 1: Legal Kyphon IP

Annex 2 – Residual Kyphon IP

Any or all of the following and all rights, whether statutory or common law, owned by Kyphon, including but not limited to any and all beneficial and/or legal rights, associated therewith:

- a. all domestic and foreign patents and applications therefor and all reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof;
- b. all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, confidential or proprietary information, know how, technology, data and customer lists, rights of privacy and publicity, financial and marketing data, pricing and cost information, business and marketing plans, databases and compilations of data, and all documentation relating to any of the foregoing;
- c. all copyrights, copyright registrations and applications therefor, unregistered copyrights, and the content of all websites and all other rights corresponding thereto throughout the world;
- d. all mask works, mask work registrations and applications therefor;
- e. all industrial designs and any registrations and applications therefor;
- f. all trade names, corporate names, logos, trade dress, trade secret, common law trademarks and service marks; trademark and service mark registrations and applications therefor;
- g. all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and all documentation related to any of the foregoing; and
- h. all internet domain names (including all software and applications, and all components and/or modules thereof);
- i. any other registered or unregistered intangibles of Kyphon which are not listed in Annexes 1 and 2, and which are not part of the License Agreement, with the exception of goodwill.