

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Surgical Instrumentation, Inc.		12/20/2018	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Teleflex Medical Incorporated		
Street Address:	550 E. Swedesford Road, Suite 400		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4959579	VESOCCLUDE	
Registration Number:	4981915	VESOCCLUDE	
Registration Number:	4963230	VESOCCLUDE MEDICAL	
Registration Number:	5169495	VESOLOCK	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	215.564.2727		
Email:	BHIPDocket@bakerlaw.com		
Correspondent Name:	Kevin M. Bovard, Baker & Hostetler LLP		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		
ATTORNEY DOCKET NUMBER:	059474.555555		
NAME OF SUBMITTER:	Kevin M. Bovard		
SIGNATURE:	/Kevin M. Bovard/		
DATE SIGNED:	01/18/2019		
Total Attachments: 9			

CH \$115.00 4959579

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of December 20, 2018 is made between Specialty Surgical Instrumentation, Inc., a Tennessee corporation (“**Seller**”), and Teleflex Medical Incorporated, a California corporation (“**Buyer**”), the purchaser of certain assets owned by Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of December 20, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule A** hereto (the “**Listed Patents**”);

(b) all subject matter, and each invention, claimed in each of the Listed Patents and all embodiments of such subject matter and inventions;

(c) the trademark registrations, registered designs, common law trademark and design rights, domain names, and any associated trademark and design rights set forth on **Schedule B** hereto (the “**Listed Marks and Designs**”), including any causes of action relating to the Listed Marks and Designs, and the right to bring suit for past infringement of the Listed Marks and Designs, together with the good will of the business symbolized by the Listed Marks and Designs;

(d) any and all royalties, fees, income, payments and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall use commercially reasonable efforts to take such steps and actions, and provide such cooperation and

assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to supersede, modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. Nothing in this IP Assignment shall alter or expand any liability or obligation of Seller or Buyer arising under the Asset Purchase Agreement.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

**SPECIALTY SURGICAL
INSTRUMENTATION, INC.**

By: _____

Name: David C. Milne

Title: SVP, General Counsel,
Chief Administrative & Compliance Officer
& Corporate Secretary

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

TELEFLEX MEDICAL INCORPORATED

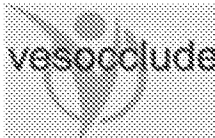
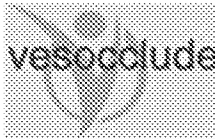
By: 
Name: Jacob Elguicze
Title: Vice President & Treasurer


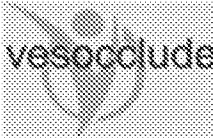
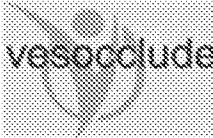
[Signature Page to Intellectual Property Assignment Agreement]



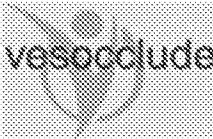


SCHEDULE A

Jurisdiction	Pat. No.	App. No.	Filing Date	Issue Date
U.S.	8,042,687 B2	12/136,593	Jun. 10, 2008	Oct. 25, 2011
U.S.	D808,522 S	29/610,302	Jul. 11, 2017	Jan. 23, 2018
European Union	004603546-0001	Registered Community Design: Title: Surgical clips	004603546-0001	Jan. 8, 2018
European Union	004603546-0002	Registered Community Design: Title: Surgical clips	004603546-0002	Jan. 8, 2018

SCHEDULE B

Jurisdiction	Trademark or Design	App. No.	Reg. No.
Australia	VESOCCLUDE	1719157	1719157
Canada	VESOCCLUDE	1744771	961876
China	VESOCCLUDE	18275869	18275869
European Union	VESOCCLUDE	14523914	14523914
India	VESOCCLUDE	3073384	1731495
Japan	VESOCCLUDE	2015-087679	5825897
Republic of Korea (South)	VESOCCLUDE	4020150072766	4011942190000
Saudi Arabia	VESOCCLUDE	1437007563	1437007563
Turkey	VESOCCLUDE	2015/74890	2015 74890
United Arab Emirates	VESOCCLUDE	246752	246752
U.S. Federal	VESOCCLUDE	86742606	4959579
Australia	vesocclude logo 	1719158	1719158
Canada	vesocclude logo 	1744577	973238
China	vesocclude logo 	18275868	

European Union	vesocclude logo 	014523922	014523922
India	vesocclude logo 	3073383	1731505
Japan	vesocclude logo 	2015-087680	5825898

Republic of Korea (South)	vesocclude logo 	4020150073569	4011942200000
Saudi Arabia	vesocclude logo 	1437007564	1437007564
Turkey	vesocclude logo 	2015/74903	2015 74903
United Arab Emirates	vesocclude logo 	246753	246753
U.S. Federal	vesocclude logo 	86742648	4981915
Australia	VESOCCLUDE MEDICAL	1720270	1720270
Canada	VESOCCLUDE MEDICAL	1744988	970315
China	VESOCCLUDE MEDICAL	18275867	18275867
European Union	VESOCCLUDE MEDICAL	014542898	014542898
India	VESOCCLUDE MEDICAL	3079911	1475047
Japan	VESOCCLUDE MEDICAL	2015-087681	5827688

Republic of Korea (South)	VESOCCLUDE MEDICAL	4020150075111	4011942210000
Saudi Arabia	VESOCCLUDE MEDICAL	1437007566	1437007566
Turkey	VESOCCLUDE MEDICAL	2015/74900	2015 74900
United Arab Emirates	VESOCCLUDE MEDICAL	246754	246754
U.S. Federal	VESOCCLUDE MEDICAL	86748264	4963230
U.S. Federal	VESOLOCK	86903286	5169495
U.S. (common law)	SUREGRIP VESOCCLUDE		

Domain Name: www.vesocclude.com

Domain Name: www.vesoccludemedical.com