

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitralign, Inc.		03/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Edwards Lifesciences Corporation		
Street Address:	One Edwards Way		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4484944	M MITRALIGN	
Registration Number:	3409603	MITRALIGN	
Serial Number:	86720707	TRIALIGN	
Registration Number:	5482148		
CORRESPONDENCE DATA			
Fax Number:	9492506850		
<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:	9492501358		
Email:	ustmdocket@edwards.com		
Correspondent Name:	Avraham Schwartz		
Address Line 1:	One Edwards Way		
Address Line 2:	c/o TM Admin		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Avraham Schwartz		
SIGNATURE:	/Avraham Schwartz/		
DATE SIGNED:	03/29/2019		
Total Attachments: 7			
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IP TRANSFER AGREEMENT

THIS IP TRANSFER AGREEMENT (this “*Agreement*”) is made effective as of March 7, 2019 (“*Effective Date*”) and entered into by and between Mitralign, Inc., a Delaware corporation with an address at 3 Highwood Drive, Tewksbury, Massachusetts, 01876 (“*Assignor*”), and Edwards Lifesciences Corporation, a Delaware corporation with an address at One Edwards Way, Irvine, California, 92614 (“*Assignee*”).

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, Assignor and Assignee are entering into that certain Asset Purchase Agreement (the “*APA*”); and

WHEREAS, pursuant to the terms and conditions of the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest, in all jurisdictions throughout the world, in and to the Intellectual Property Assets (as such term is defined and used in the APA), including, without limitation, the Intellectual Property Assets owned by Assignor described on Schedule A attached hereto (the “*IP*”). In the event of any conflict between the terms and conditions of the APA and those of this Agreement, the terms and conditions of the APA shall govern.

NOW, THEREFORE, as an additional, material inducement for Assignee to enter into the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the IP in the United States and all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith, all software (as such term is defined and used in the APA) owned by Assignor and other materials in Assignor’s possession or control embodying copyrights (as such term is defined and used in the APA) owned by Assignor or containing trade secrets (as such term is defined and used in the APA) owned by Assignor, domain names registered by or controlled by Assignor, and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the IP, with the right to sue for and collect the same in Assignee’s own name.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entities and agencies in any applicable foreign countries to record Assignee as the assignee and owner of the IP.

Assignor will take, and will cause its employees and independent contractors to take, all further reasonable actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the

rights assigned herein, including, without limitation, testifying as to any facts relating to the IP and this Agreement; (c) obtaining by Assignee any additional protection relating to the rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (d) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, all at Assignee's sole cost and expense.

This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any conflict of laws rule that would cause the application of the laws of any other jurisdiction.

This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement. Facsimile or scanned signatures will be as valid as original signature

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IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Transfer Agreement to be executed by their respective duly authorized representatives and to be effective as of the Effective Date.

“ASSIGNOR”

MITRALIGN, INC.

By: 
Name: Richard P. Geoffrion
Title: Chief Executive Officer

“ASSIGNEE”

EDWARDS LIFESCIENCES CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Transfer Agreement to be executed by their respective duly authorized representatives and to be effective as of the Effective Date.

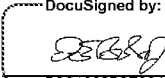
“ASSIGNOR”

MITRALIGN, INC.

By: _____
Name: _____
Title: _____


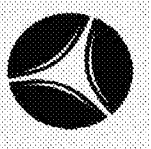
“ASSIGNEE”


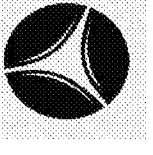
EDWARDS LIFESCIENCES CORPORATION



By:  _____
Name: Don Bobo
Title: CVP, Strategy & Corporate Development

Schedule A

Trade marks

Country/ Jurisdiction	Mark/Name/AN/RN	Design	Status/Key Dates	Brief Goods/Services
United States (Federal)	M MITRALIGN and Design RN: 4484944 SN: 86007906		Registered February 18, 2014 Int'l Class: 10 First Use: June 1, 2013 Filed: July 11, 2013	(Int'l Class: 10) medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices used for repairing the mitral valve of the heart
United States (Federal)	MITRALIGN RN: 3409603 SN: 76625282		Renewed April 8, 2018 Int'l Class: 10 First Use: May 29, 2007 Filed: December 20, 2004 Registered: April 8, 2008	(Int'l Class: 10) medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices used for repairing the mitral valve of the heart
United States (Federal)	TRIALIGN SN: 86720707		Allowed - Intent to Use 5th Extension of Time Granted August 30, 2018 Filed: August 11, 2015	(Int'l Class: 10) medical instruments, namely, transcatheter tricuspid valve repair systems
United States (Federal)	Design Only RN: 5482148 SN: 87363737		Registered May 29, 2018 Int'l Class: 10 First Use: November 30, 2015 Filed: March 8, 2017	(Int'l Class: 10) medical instruments, namely, transcatheter tricuspid valve repair systems
Canada	MITRALIGN RN: TMA745663 AN: 1395379		Canada Registered Last Status Received: Registered August 18, 2009 Office Status: Registration published Filed: May 13, 2008 Expiration Date: August 18, 2024	(Int'l Class: 10) Goods: (1) Medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices used for repairing the mitral valve of the heart.

Country/ Jurisdiction	Mark/Name/AN/RN	Design	Status/Key Dates	Brief Goods/Services
United Kingdom	Design Only RN: 3229698 AN: 3229698		United Kingdom Registered Last Status Received: Registered July 28, 2017 Filed: May 8, 2017 Expiration Date: May 8, 2027	(Int'l Class: 10) Medical instruments, namely, transcatheter tricuspid valve repair systems.
European Union	MITRALIGN RN: 004462925 AN: 004462925		European Union Registered Last Status Received: Registered Filed: May 31, 2005 Registered: June 20, 2006 Expiration Date: May 31, 2025	(Int'l Class: 10) Medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices.
European Union	MITRALOCK RN: 004462966 AN: 004462966		European Union Registered Last Status Received: Registered Filed: May 31, 2005 Registered: June 20, 2006 Expiration Date: May 31, 2025	(Int'l Class: 10) Medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices.
European Union	TriAlign RN: 015715063 AN: 015715063		European Union Registered Last Status Received: Registered Filed: August 2, 2016 Registered: February 7, 2017 Expiration Date: August 2, 2026	(Int'l Class: 10) Medical instruments, namely, transcatheter tricuspid valve repair systems.
European Union	Design Only RN: 016489239 AN: 016489239		European Union Registered Last Status Received: Registered Filed: March 20, 2017 Registered: July 3, 2017 Expiration Date: March 20, 2027	(Int'l Class: 10) medical instruments, namely, transcatheter tricuspid valve repair systems.

Country/ Jurisdiction	Mark/Name/AN/RN	Design	Status/Key Dates	Brief Goods/Services
Israel	MITRALIGN AN: 180720		Israel Registered Last Status Received: Registered Filed: May 19, 2005 Registered: September 6, 2006 Expiration Date: May 19, 2025	(Int'l Class: 10) Medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices used for repairing the mitral valve of the heart; all included in class 10.
Israel	MITRALOCK AN: 180719		Israel Registered Last Status Received: Registered Filed: May 19, 2005 Registered: September 6, 2006 Expiration Date: May 19, 2025	(Int'l Class: 10) Medical instruments, namely, percutaneously deliverable, catheter based annuloplasty devices used for repairing the mitral valve of the heart; all included in class 10.
Japan	MITRALIGN RN: 4893741 AN: 2005-044302		Japan Renewed Last Status Received: Registered September 09, 2005 Filed: May 20, 2005 Last Renewal: April 14, 2015 Expiration Date: September 9, 2025	(Translation) (Int'l Class: 10) Catheter-based valve forming instruments used percutaneously in the repair of the mitral valve of the heart, other medical equipment tools
Japan	MITRALOCK RN: 4893740 AN: 2005-044301		Japan Renewed Last Status Received: Registered September 09, 2005 Filed: May 20, 2005 Last Renewal: April 14, 2015 Expiration Date: September 9, 2025	(Translation) (Int'l Class: 10) Catheter-based valve forming instruments used percutaneously in the repair of the mitral valve of the heart, other medical equipment tools

Domain Names

- Mitralign.com