

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535620

<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>
Gardia Medical Ltd.		08/05/2019	Corporation: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cardiovascular Systems, Inc.		
<b>Street Address:</b>	1225 Old Highway 8 NW		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55122		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3786609	GARDIA MEDICAL	
<b>Registration Number:</b>	3786610	GARDIA MEDICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123333798		
<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>			
<b>Phone:</b>	6123678756		
<b>Email:</b>	trademarks-mi@btlaw.com		
<b>Correspondent Name:</b>	Bradley J. Walz, Barnes & Thornburg LLP		
<b>Address Line 1:</b>	225 South Sixth Street, Suite 2800		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-4662		
<b>ATTORNEY DOCKET NUMBER:</b>	68890-101 - Yogi		
<b>NAME OF SUBMITTER:</b>	Kerry R Thompson - Paralegal		
<b>SIGNATURE:</b>	/Kerry R Thompson/		
<b>DATE SIGNED:</b>	08/07/2019		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“**Trademark Assignment**”), effective as of August 5, 2019, is made by Gardia Medical Ltd., an Israel corporation, having a place of business at 2 HaEshel St., South Industrial Park, Caesarea 3088900, Israel (“**Assignor**”) in favor of Cardiovascular Systems, Inc., a Delaware corporation, having a place of business at 1225 Old Highway 8 NW, St. Paul, MN 55122 U.S.A. (“**Assignee**”). Assignor and Assignee are collectively referred to as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, under the terms of the Asset Purchase Agreement, effective August 5, 2019, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

**NOW THEREFORE**, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, dilution, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Trademark 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 Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

*Asaf  
Ahoronitz,  
CEO*



GARDIA MEDICAL LTD.

Gardia Medical Ltd.

513902559

Name: Ariel Kuznetsov  
Title: CEO

CARDIOVASCULAR SYSTEMS, INC.

Name: Scott R. Ward  
Title: Chairman, President and Chief Executive Officer

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Trademark 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 Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

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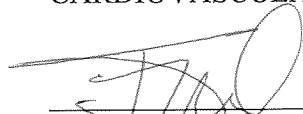
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**IN WITNESS WHEREOF**, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

GARDIA MEDICAL LTD.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

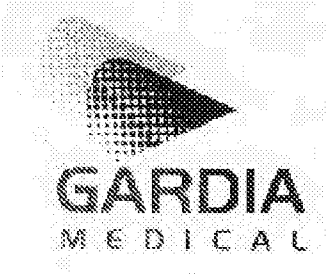
CARDIOVASCULAR SYSTEMS, INC.

  
\_\_\_\_\_  
Name: Scott R. Ward  
Title: Chairman, President and Chief Executive Officer

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
GARDIA MEDICAL	3786609	May 11, 2010
	3786610	May 11, 2010
WIRION	4344910	June 4, 2013