

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	10/04/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
nContact Surgical, Inc.		10/04/2015	Corporation:
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Second Portal Merger Sub, LLC	10/04/2015	Limited Liability Company:	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	nContact Surgical, LLC		
Street Address:	7555 Innovation Way		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4518068	EPI-SENSE	
Registration Number:	3670662	NUMERIS	
Registration Number:	4753217	SUBTLE	
CORRESPONDENCE DATA			
Fax Number:	5133426003		
<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:	5133426000		
Email:	uspto@dortonwillis.com		
Correspondent Name:	Ryan Willis		
Address Line 1:	10260 Alliance Road, Suite 210		
Address Line 4:	Cincinnati, OHIO 45242		
NAME OF SUBMITTER:	Ryan Willis		
SIGNATURE:	/Ryan Willis/		

OP \$90.00 4518068

DATE SIGNED:	09/18/2019
---------------------	------------

Total Attachments: 8

- source=merger & name change#page1.tif
- source=merger & name change#page2.tif
- source=merger & name change#page3.tif
- source=merger & name change#page4.tif
- source=merger & name change#page5.tif
- source=merger & name change#page6.tif
- source=merger & name change#page7.tif
- source=merger & name change#page8.tif

MERGER AGREEMENT

among

CONTACT SURGICAL, INC.,

ATRICURE, INC.,

PORTAL MERGER SUB, INC.,

SECOND PORTAL MERGER SUB, LLC

and

**WRYP STOCKHOLDER SERVICES, LLC,
AS REPRESENTATIVE**

dated as of

October 4, 2015

MERGER AGREEMENT

This Merger Agreement (this "Agreement"), dated as of October 4, 2015 (the "Agreement Date"), is entered into among nCONTACT SURGICAL, INC., a Delaware corporation ("Company"), ATRICURE, INC., a Delaware corporation ("Parent"), PORTAL MERGER SUB, INC., a Delaware corporation and wholly-owned Subsidiary of Parent ("Merger Sub"), SECOND PORTAL MERGER SUB, LLC, a Delaware limited liability company and wholly-owned Subsidiary of Parent ("Second Merger Sub") and, solely in its capacity as representative of the Company Equityholders, WRYP Stockholder Services, LLC, a North Carolina limited liability company (the "Representative"). Capitalized terms used herein (including in the immediately preceding sentence) and not otherwise defined herein shall have the meanings set forth in Article 9 hereof.

RECITALS

A. The Board of Directors of Parent, Company and Merger Sub believe it is in the best interests of their respective companies for Company and Merger Sub to combine into a single company through the statutory merger of Merger Sub, a direct wholly-owned subsidiary of Parent, with and into Company, with Company surviving the merger (the "Merger"), upon the terms and conditions set forth in this Agreement;

B. Immediately following the Merger, the Initial Surviving Corporation (as defined in Section 1.1) will merge (the "Second Merger", and together with the Merger, the "Mergers") with and into Second Merger Sub in accordance with the terms and conditions of that certain Merger Agreement in the form attached hereto as Exhibit A;

Section 3.12 Intellectual Property.

(a) **"Intellectual Property"** means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including such property that is owned by Company (**"Company Intellectual Property"**) and that in which Company holds exclusive or non-exclusive rights or interests granted by license from other Persons (**"Licensed Intellectual Property"**):

- (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing;
- (ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority;
- (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications;
- (iv) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and
- (v) patented and patentable designs and inventions, all design, plant and utility patents and applications, letters patent, utility models, inventor's certificates, and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications, including the right to claim priority to such patents and applications, and the right to file such patents and applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

CONTACT SURGICAL, INC.

By Bruce J. Brumfield, Jr.
Name: Bruce J. Brumfield, Jr.
Title: Chief Executive Officer

PARENT:

ATRICURE, INC.

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

MERGER SUB:

PORTAL MERGER SUB, INC.

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

SECOND MERGER SUB:

SECOND PORTAL MERGER SUB, LLC

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

REPRESENTATIVE:

WRYP Stockholder Services, LLC, solely in its capacity as the Representative

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

nCONTACT SURGICAL, INC.

By _____

Name: Bruce J. Brumfield, Jr.

Title: Chief Executive Officer

PARENT:

ATRICURE, INC.

By Michael H. Carrel

Name: Michael H. Carrel

Title: President and Chief Executive Officer

MERGER SUB:

PORTAL MERGER SUB, INC.

By Michael H. Carrel

Name: Michael H. Carrel

Title: President and Chief Executive Officer

SECOND MERGER SUB:

SECOND PORTAL MERGER SUB, LLC

By Michael H. Carrel

Name: Michael H. Carrel

Title: President and Chief Executive Officer

REPRESENTATIVE:

WRYP Stockholder Services, LLC, solely in its capacity as the Representative

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

CONTACT SURGICAL, INC.

By _____
Name: Bruce J. Brumfield, Jr.
Title: Chief Executive Officer

PARENT:

ATRICURE, INC.

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

MERGER SUB:

PORTAL MERGER SUB, INC.

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

SECOND MERGER SUB:

SECOND PORTAL MERGER SUB, LLC

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

REPRESENTATIVE:

WRYP STOCKHOLDER SERVICES, LLC, solely
in its capacity as the Representative

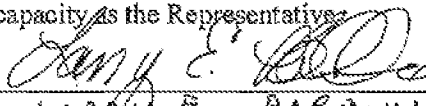
By  _____
Name: LARRY E. ROBBINS
Title: MANAGER

Exhibit A

Form of Second Merger Agreement

AGREEMENT AND PLAN OF MERGER

of

nCONTACT SURGICAL, INC.,

a Delaware corporation,

with and into

SECOND PORTAL MERGER SUB, LLC,

a Delaware limited liability company

This Agreement and Plan of Merger is entered into effective as of October [30], 2015 (this "Agreement"), by and between nCONTACT SURGICAL, INC., a Delaware corporation ("Company"), and SECOND PORTAL MERGER SUB, LLC, a Delaware limited liability company ("Second Merger Sub").

RECITALS

A. Pursuant to the Merger Agreement dated as of October 4, 2015 (the "First Merger Agreement"), by and among Company, Second Merger Sub, Portal Merger Sub, LLC, a Delaware limited liability company ("Predecessor"), AtriCure, Inc., a Delaware corporation, and WRYP Stockholder Services, LLC, a North Carolina limited liability company, as Representative, immediately prior to the Effective Time (as defined below), Predecessor merged with and into Company, with Company continuing as the surviving corporation (the "First Merger");

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
Second Portal Mergor Sub, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First. The name of the limited liability company is nContact Surgical, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 14th day of October, A.D. 2015.

By: F. Mark Rauter
Authorized Person(s)

Name: F. Mark Rauter
Print or Type