

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557424

<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>
Rox Medical, Inc.		11/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edwards Lifesciences Corporation		
<b>Street Address:</b>	One Edwards Way		
<b>Internal Address:</b>	c/o TM Manager, Legal Dept.		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<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>	3410498	ROX	
<b>Registration Number:</b>	4617596	ROX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9492501358		
<b>Email:</b>	ustmdocket@edwards.com		
<b>Correspondent Name:</b>	Avraham Schwartz		
<b>Address Line 1:</b>	One Edwards Way		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Avraham Schwartz		
<b>Address Line 1:</b>	One Edwards Way		
<b>Address Line 2:</b>	c/o TM Manager, Legal Dept		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Avraham Schwartz		
<b>SIGNATURE:</b>	/Avraham Schwartz/		

CH \$65.00 3410498

<b>DATE SIGNED:</b>	01/14/2020
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**Total Attachments: 5**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is dated as of November 22, 2019 ("Effective Date"), by and between Rox Medical, Inc., a Delaware corporation with an address at 150 Calle Iglesia, Ste. A, San Clemente, CA 92672 ("Assignor"), and Edwards Lifesciences Corporation, a Delaware corporation with an address at One Edwards Way, Irvine, California, 92614 ("Assignee") (collectively, the "Parties").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of November 22, 2019 (the "Purchase Agreement"), Assignor has agreed to sell, convey, assign and transfer to Assignee, at the Closing, certain assets, including all of the Assignor's right, title and interest in and to the Trademarks (as such term is defined in the Purchase Agreement), together with all goodwill associated with the Trademarks, listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor's respective right, title and interest in, to and under the Assigned Trademarks, as the case may be.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.

4. Counterparts. This Assignment may be executed in counterparts, each of which is deemed an original for all purposes, and each Party may execute this Assignment by signing any such counterpart. Facsimile or scanned signatures by the Parties are acceptable and shall be deemed original signatures.

5. Capacity. Each of the Parties hereto represents and warrants that the person executing this Assignment on behalf of said Party has full legal capacity and is both competent and authorized to enter into, execute, deliver and perform this Assignment, and each Party expressly waives any and all rights to assert lack of authority of their respective signatory as a defense to the enforceability of this Assignment. Each Party further represents and warrants that they are freely entering into this Assignment without force, duress and/or coercion of any kind, they have consulted and relied on the advice of their own respective attorneys concerning this Assignment, and they have completely read and understood the terms of this Assignment.

6. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

7. Entire Agreement. This Assignment contains the entire agreement and understanding of the Parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the Parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the Parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

ROX MEDICAL, INC.

By: 

Name: Rodney Brenneman  
Title: Chief Technology Officer

ASSIGNEE:

EDWARDS LIFESCIENCES CORPORATION

By: \_\_\_\_\_

Name:  
Title:

*{Signature Page to Trademark Assignment Agreement}*

**TRADEMARK**  
**REEL: 006837 FRAME: 0518**

**IN WITNESS WHEREOF**, the undersigned has executed this Trademark Assignment Agreement as of the date first set forth above.

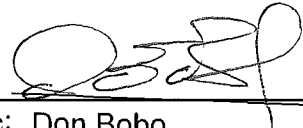
**ASSIGNOR:**

ROX MEDICAL, INC.

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

**ASSIGNEE:**




EDWARDS LIFESCIENCES CORPORATION

By:  \_\_\_\_\_  
Name: Don Bobo  
Title: Corporate Vice President

*[Signature Page to Trademark Assignment Agreement]*

## SCHEDULE "A"

### Assigned Trademarks

Co	Registration No.	Description	Filing Date
US	3,410,498	Standard Character Mark – "ROX"	17-Aug-05
US	4,617,596		14-Jun-04
EU	009301235	Work Mark – "ROX"	06-Aug-10
EU	009318874		17-Aug-10
EU	012695532		14-Mar-14