

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557161

<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>
VASCULAR SOLUTIONS ZERUSA LIMITED		12/31/2019	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TELEFLEX LIFE SCIENCES LIMITED		
<b>Street Address:</b>	171 Old Bakery Street		
<b>City:</b>	Valletta		
<b>State/Country:</b>	MALTA		
<b>Postal Code:</b>	VLT 1455		
<b>Entity Type:</b>	Company: MALTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3115047	GUARDIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123393061		
<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>	612-373-6900		
<b>Email:</b>	tmg@slwip.com		
<b>Correspondent Name:</b>	SCHWEGMAN, LUNDBERG & WOESSNER, PA		
<b>Address Line 1:</b>	P.O. Box 2938		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Jennifer Tintor		
<b>SIGNATURE:</b>	/Jennifer Tintor/		
<b>DATE SIGNED:</b>	01/13/2020		
<b>Total Attachments: 7</b>			
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source=20191230-Assignment-VSZ-TeleflexLifeSciencesLtd#page2.tif			
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**CONFIRMATORY INTELLECTUAL PROPERTY DEED OF ASSIGNMENT**

**THIS DEED** is made the 31 December 2019 (the **Deed**)

**BETWEEN**

- (1) **VASCULAR SOLUTIONS ZERUSA LIMITED**, a private limited company incorporated in Ireland (no. 493999) whose registered office is at Galway Business Park, Dangan, Co. Galway, Ireland (the **Assignor**); and
- (2) **TELEFLEX LIFE SCIENCES LIMITED**, a company incorporated in Malta (company registration no. C94305) whose registered office is at 171 Old Bakery Street, Valletta, VLT 1455, Malta (the **Assignee**),

each a **Party** and together the **Parties**.

**WHEREAS**

- A. The Assignor has assigned the Intellectual Property Rights (as defined below) to the Assignee on the date of this Deed.
- B. In this context, the Parties have agreed to enter into this Deed.

**NOW IT IS HEREBY AGREED** as follows:

1. The definitions and rules of interpretation in this clause apply in this Deed:

**Intellectual Property Rights** means the registered trademarks, patent applications, and patents set out in Schedule 1, as well as unregistered rights in trademarks and service marks associated with Assignor.

2. In consideration of the sum of €1.00 (one Euro) (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby confirms the assignment to the Assignee all its rights, title and interest including all Intellectual Property Rights.
3. The transfer and assignment confirmed at clause 2 shall include, without limitation: (a) all such right, title and interest, rights of action, powers and benefits arising or accruing from ownership of the Intellectual Property Rights, including without limitation all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Intellectual Property Rights, irrespective of when such infringement occurred or occurs; (b) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Intellectual Property Rights which includes the right to sue and collect for past damages; (c) all rights to claim priority (where applicable); (d) all rights to any continuations, continuations-in-part, divisions, extensions, amendments, conversions, re-issues, re-examinations, renewals, extensions or restorations of and/or registrations granted in respect of the Intellectual Property Rights; (e) all statutory and common law rights attaching to the Intellectual Property Rights and the goodwill of the Assignor relating to the Intellectual Property Rights; and (f) all other such right, title and interest as the Assignor has in the Intellectual Property Rights for the full term thereof.
4. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
5. If any provision or part-provision of this Deed is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

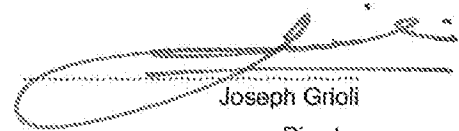
This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

6. No variation of this Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
7. The Parties irrevocably agree that the courts of Ireland are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that, accordingly, any legal action or proceedings arising out of or in connection with this Deed may be brought before the Irish courts.
8. This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.
9. This Deed shall be binding on, and enure to the benefit of, the Parties to this Deed and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

Project Two -- Phase I, Step 4.2.2

IN WITNESS WHEREOF this Deed has been duly executed on the date shown at the beginning of this Deed.

SIGNED on behalf of  
TELEFLEX LIFE SCIENCES LIMITED  
by:



Joseph Grioli  
Director

.....  
Director

GIVEN under the Common Seal of  
VASCULAR SOLUTIONS ZERUSA LIMITED

.....  
Director

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Director

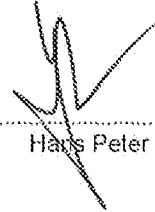
Project Two -- Phase I, Step 4.2.2

**IN WITNESS WHEREOF** this Deed has been duly executed on the date shown at the beginning of this Deed.

**SIGNED** on behalf of  
**TELEFLEX LIFE SCIENCES LIMITED**  
by:

.....  
Joseph Grioli

Director



.....  
Hans Peter Goldmann

Director

GIVEN under the Common Seal of  
**VASCULAR SOLUTIONS ZERUSA LIMITED**

.....  
Director

.....  
Director

Project Two – Phase I, Step 4.2.2

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SIGNED on behalf of  
TELEFLEX LIFE SCIENCES LIMITED

by:

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Director

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Director

GIVEN under the Common Seal of  
VASCULAR SOLUTIONS ZERUSA LIMITED



Director

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Director

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SIGNED on behalf of  
TELEFLEX LIFE SCIENCES LIMITED  
by:

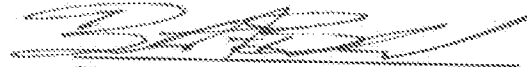
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Director

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Director

GIVEN under the Common Seal of  
VASCULAR SOLUTIONS ZERUSA LIMITED



Director

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Director



Schedule 1

Patents									
Attorney Ref.	Status	Title	Country	Application No.	Filing Date	Patent No.	Issue Date		
VSZ-0982-US01	Abandoned	Haemostasis Device	U.S.	11/781,289					
VSZ-0982-US02	Abandoned	Haemostasis Device	U.S.	12/969,370	12/15/2010				
VSZ-1009-CA01	Abandoned	A HAEMOSTASIS DEVICE	Canada	2536571	8/26/2004				
VSZ-1009-DEEP	Issued	A HAEMOSTASIS DEVICE	Germany	4770386.3	8/26/2004	1660173		6/16/2010	
VSZ-1009-EP01	Issued	A HAEMOSTASIS DEVICE	EP	4770386.3	8/26/2004	1660173		6/16/2010	
VSZ-1009-FREP	Issued	A HAEMOSTASIS DEVICE	France	4770386.3	8/26/2004	1660173		6/16/2010	
VSZ-1009-GBEP	Issued	A HAEMOSTASIS DEVICE	United Kingdom	4770386.3	8/26/2004	1660173		6/16/2010	
VSZ-1009-IEEP	Issued	A HAEMOSTASIS DEVICE	Ireland	4770386.3	8/26/2004	1660173		6/16/2010	
VSZ-1009-US01	Issued	HAEMOSTASIS DEVICE	U.S.	10/926,362	8/26/2004	7976503		7/12/2011	
VSZ-1009-USPR	Expired	Medical device for providing hemostasis	U.S.	60/497,570	8/26/2003				
VSZ-1009-WO01	Expired	A HAEMOSTASIS DEVICE	PCT	PCT/IE2004/000111	8/26/2004				

TRADEMARK

Trademarks						
Mark	Country	Application No.	Registration No.	Reg. Date	Status	
GUARDIAN	U.S.	78-416,607	3115047	7/11/2006	Registered	