

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miami Instruments, LLC		06/12/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	LivaNova USA, Inc.		
Street Address:	100 Cyberonics Blvd		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77058		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4136598	MI	
Registration Number:	4246768	MI BULLET	
Registration Number:	4488797	MI COLLAR	
Registration Number:	4400555	MI CUFF	
Registration Number:	5628163	MI DETACH	
Registration Number:	4396620	MI D-SIGN	
Registration Number:	4258580	MI JOSEPH LAMELAS	
Registration Number:	4136597	MI MIAMI INSTRUMENTS	
Registration Number:	4246769	MI S-BLADE	
Registration Number:	4172916	MI S-POST	
Registration Number:	4396591	MI SUTURE BELT	
Registration Number:	4133070	MI TAILOR-MADE	
Registration Number:	4418946	MI TIE	
Registration Number:	4132920	MI VISOR	
Registration Number:	4136599	MIAMI INSTRUMENTS	
Registration Number:	4317856	MIAMI METHOD MI	
CORRESPONDENCE DATA			
Fax Number:	6123329081		

OP \$415.00 4136598

TRADEMARK

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.

Phone: 612-332-5300
Email: aavery@merchantgould.com
Correspondent Name: Merchant & Gould P.C.
Address Line 1: P.O. BOX 2910
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	18357.0122US01
NAME OF SUBMITTER:	Danielle I. Mattessich
SIGNATURE:	/daniellemattessich/
DATE SIGNED:	04/23/2020

Total Attachments: 11
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”) dated as of June 12, 2019 (the “Effective Date”), is made by and between Miami Instruments, LLC, a Florida limited liability company having a principal place of business at 8934 Irving Avenue, Surfside, FL 33154 (“Assignor”), and LivaNova USA, Inc., a Delaware corporation having a principal place of business at 100 Cyberonics Blvd. Houston, Texas 77058 (“Assignee”). Capitalized terms used herein but not defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of June 12, 2019 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to assign, transfer, sell and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s right, title and interest in and to the Transferred Trademarks (as defined below).

1. Transferred Trademarks. The term “Transferred Trademarks” means the trademarks and accompanying trademark registrations and trademark applications set forth on Schedule A attached hereto.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, sells and delivers to Assignee all of Assignor’s right, title and interest in and to (i) the Transferred Trademarks, together with the goodwill of the business associated with the use of and symbolized by the Transferred Trademarks, (ii) all registrations and applications (including intent-to-use applications) for the Transferred Trademarks in all countries throughout the world and (iii) all rights corresponding to any of the foregoing by international treaties and conventions and otherwise throughout the world, including the right to claim priority from any of the Transferred Trademarks, any income, royalties, damages and payments now or hereafter due or payable in respect of any of the foregoing (other than any payment earned or due under any Seller Contract to the extent arising before the Closing) and any and all rights to past, present and future causes of action, lawsuits, judgments, claims and demands of any nature relating to the Transferred Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

3. Assistance. Assignor shall execute and deliver or cause to be executed and delivered to Assignee such documents, affidavits, transfers, and conveyances as may be reasonably requested by Assignee to register, evidence or perfect Assignee’s title to any of the Transferred Trademarks. If Assignee is unable, after reasonable effort, to secure Assignor’s signature on a document reasonably necessary to register, evidence or perfect Assignee’s title to any of the Transferred Trademarks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agents and attorneys-in-fact, to act for and in Assignor’s behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Trademark Assignment with the same legal force and effect as if executed by Assignor.

4. Recordation. Assignee shall be responsible for the preparation and filing of any documents to record or perfect Assignee's right, title and interest in, to and under the Transferred Trademarks (including with any applicable Governmental Authority). Assignor agrees that Assignee shall have the right to file or record this Trademark Assignment with the United States Patent and Trademark Office ("USPTO") or other such entities throughout the world, and Assignor authorizes and requests the relevant authorities to record Assignee as the assignee and owner of the Transferred Trademarks.

5. General Provisions.

(a) Nothing in this Trademark Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred Trademarks.

(b) This Trademark Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

(c) This Trademark Assignment and all disputes or controversies arising out of or relating to this Trademark Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

(d) This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

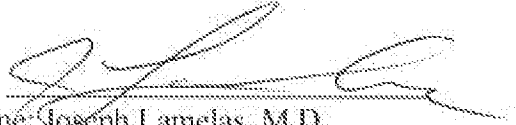
(e) This Trademark Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

MIAMI INSTRUMENTS, LLC

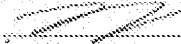
By: 
Name: Joseph Lamelas, M.D.
Title: Chief Executive Officer

ACKNOWLEDGMENT

State of Delaware *New York*)
County of *New York*) ss:

On this 30 day of May 2019 before me, the undersigned, personally appeared Joseph Lamelas, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires on 10-17-2020

HUY MINH NGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01NG6349335
Qualified in Bronx County
My Commission Expires 10-17-2020

[Signature Page to Trademark Assignment]

ASSIGNEE:

LIVANOVA USA, INC.

By:  _____

Name: Doug Manko

Title: Chief Accounting Officer


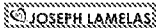
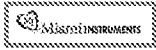


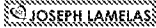
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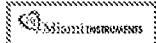
SCHEDULE A
TRANSFERRED TRADEMARKS

See attached.

Miami Instruments LLC - Pending Applications and Issued Registrations Only

Country	Trademark	Status Sub-Status	Application No. Application Date	Registration No. Registration Date	Owner Agent FZLZ Matter Number
Canada					
Canada	MI and Design	Registered	1555897 Dec 12 2011	TMA984,849 Nov 14 2017	Miami Instruments LLC Bereskin & Parr LLP MIAM CAN TA-11/10273
					
Classes	Goods/Services				
10	Surgical devices and instruments.				
Canada	MI JOSEPH LAMELAS & Design	Registered	1555734 Dec 9 2011	988164 Jan 10 2018	Miami Instruments LLC Bereskin & Parr LLP MIAM CAN TA-11/10278
					
Classes	Goods/Services				
10	Surgical devices and instruments used in cardiac surgery.				
Canada	MI MIAMI INSTRUMENTS and Design	Registered	1555736 Dec 9 2011	990650 Feb 14 2018	Miami Instruments LLC Bereskin & Parr LLP MIAM CAN TA-11/10274
					
Classes	Goods/Services				
10	Surgical devices and instruments used in cardiac surgery.				
Canada	MIAMI INSTRUMENTS and Design (words in logo)	Registered	1555735 Dec 9 2011	990646 Feb 14 2018	Miami Instruments LLC Bereskin & Parr LLP MIAM CAN TA-11/10275
					
Classes	Goods/Services				
10	Surgical devices and instruments used in cardiac surgery.				
EUTM					
EUTM	MI and Design	Registered	010174126 Aug 4 2011	010174126 Dec 14 2011	Miami Instruments LLC Elzaburu MIAM CTM TA-11/06952
EU Trademark					
Classes	Goods/Services				
10	Surgical devices and instruments.				
EUTM	MI JOSEPH LAMELAS & Design	Registered	010174332 Aug 4 2011	010174332 Dec 14 2011	Miami Instruments LLC Elzaburu MIAM CTM TA-11/06967
EU Trademark					
Classes	Goods/Services				
10	Surgical devices and instruments.				

EUTM	MI MIAMI INSTRUMENTS and Design	Registered	010174142	010174142	Miami Instruments LLC
EU Trademark			Aug 4 2011	Dec 14 2011	Elzaburu



MIAM CTM TA-11/06955

Classes
10
Goods/Services
Surgical devices and instruments.

EUTM	MI VISOR and Design	Registered	010174233	10174233	Miami Instruments LLC
EU Trademark			Aug 4 2011	Jan 8 2012	Elzaburu



MIAM CTM TA-11/06961

Classes
10
Goods/Services
Surgical devices and instruments, namely, cardiothoracic surgical retractors.

EUTM	MIAMI INSTRUMENTS and Design (words in logo)	Registered	010174159	010174159	Miami Instruments LLC
EU Trademark			Aug 4 2011	Dec 14 2011	Elzaburu



MIAM CTM TA-11/06958

Classes
10
Goods/Services
Surgical devices and instruments.

EUTM	MIAMI METHOD MI and Design	Registered	010174308	010174308	Miami Instruments LLC
EU Trademark			Aug 4 2011	Dec 14 2011	Elzaburu



MIAM CTM TA-11/06964

Classes
10
Goods/Services
Surgical devices and instruments.

Norway

Norway	MIAMI INSTRUMENTS and Design (words in logo)	Registered	201108755	262926	Miami Instruments LLC
			Aug 2 2011	Dec 8 2011	Zacco Norway AS



MIAM NOR TA-11/06959

Classes
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Goods/Services
Surgical devices and instruments.

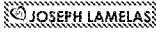






Switzerland





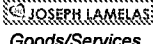
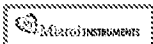


Switzerland	MI and Design	Registered	58876/2011	621997	Miami Instruments LLC
			Aug 2 2011	Oct 31 2011	Troller Hitz Troller & Partner









MIAM SWI TA-11/06954

Classes
10
Goods/Services
Surgical devices and instruments.

Switzerland	MI JOSEPH LAMELAS & Design	Registered	58881/2011 Aug 2 2011	622002 Oct 31 2011	Miami Instruments LLC Troller Hitz Troller & Partner MIAM SWI TA-11/06969
<i>Classes</i> 10					Surgical devices and instruments.
Switzerland	MI MIAMI INSTRUMENTS and Design	Registered	58877/2011 Aug 2 2011	621998 Oct 31 2011	Miami Instruments LLC Troller Hitz Troller & Partner MIAM SWI TA-11/06957
<i>Classes</i> 10					Surgical devices and instruments.
Switzerland	MI VISOR and Design	Registered	58879/2011 Aug 2 2011	622000 Oct 31 2011	Miami Instruments LLC Troller Hitz Troller & Partner MIAM SWI TA-11/06963
<i>Classes</i> 10					Surgical devices and instruments, namely, cardiothoracic surgical retractors.
Switzerland	MIAMI INSTRUMENTS and Design (words in logo)	Registered	58878/2011 Aug 2 2011	621999 Oct 31 2011	Miami Instruments LLC Troller Hitz Troller & Partner MIAM SWI TA-11/06960
<i>Classes</i> 10					Surgical devices and instruments.
Switzerland	MIAMI METHOD MI and Design	Registered	58880/2011 Aug 2 2011	622001 Oct 31 2011	Miami Instruments LLC Troller Hitz Troller & Partner MIAM SWI TA-11/06966
<i>Classes</i> 10					Surgical devices and instruments.
United States of America					
United States of America	MI and Design	Registered Sec 8 Accepted	85/234,729 Feb 4 2011	4136598 May 1 2012	Miami Instruments LLC MIAM USA TA-11/00665
<i>Classes</i> 10					surgical devices and instruments
United States of America	MI BULLET and Design	Registered Sec 8 Accepted	85/312,325 May 4 2011	4246768 Nov 20 2012	Miami Instruments LLC MIAM USA TA-11/04356 NS
<i>Classes</i> 10					insertion tip sold as a component of surgical devices and instruments for cardiac surgery

United States of America	MI COLLAR and Design	Registered	85/246,403	4488797	Miami Instruments LLC
			Feb 18 2011	Feb 25 2014	
					MIAM USA TA-11/00684
Classes	Goods/Services				
10	Surgical devices and instruments, namely, cardiothoracic surgical retractors				
United States of America	MI CUFF and Design	Registered	85/246,385	4400555	Miami Instruments LLC
			Feb 18 2011	Sep 10 2013	
					MIAM USA TA-11/00685 NS
Classes	Goods/Services				
10	surgical devices and instruments, namely, cardiothoracic surgical retractors				
United States of America	MI DETACH and Design	Pending	86/663,016		Miami Instruments LLC
		Allowed	Jun 15 2015		
					MIAM USA TA-1504241 NS
Classes	Goods/Services				
10	Surgical devices and instruments, namely, cardiac surgery aortic cross clamps				
United States of America	MI D-SIGN and Design	Registered	85/301,564	4396620	Miami Instruments LLC
			Apr 21 2011	Sep 3 2013	
					MIAM USA TA-11/03329 NS
Classes	Goods/Services				
10	surgical devices and instruments				
United States of America	MI JOSEPH LAMELAS & Design	Registered	85/378,332	4258580	Miami Instruments LLC
		Sec 8 & 15 Filed	Jul 22 2011	Dec 11 2012	
					MIAM USA TA-1106635 NS
Classes	Goods/Services				
10	Surgical devices and instruments				
United States of America	MI MIAMI INSTRUMENTS and Design	Registered	85/234,708	4136597	Miami Instruments LLC
		Sec 8 & 15 Accepted	Feb 4 2011	May 1 2012	
					MIAM USA TA-11/00666
Classes	Goods/Services				
10	surgical devices and instruments				
United States of America	MI S-BLADE and Design	Registered	85/312,369	4246769	Miami Instruments LLC
		Section 71 Accepted	May 4 2011	Nov 20 2012	
					MIAM USA TA-11/04357 NS
Classes	Goods/Services				
10	support blade sold as a component of surgical devices and instruments				
United States of America	MI S-POST & Design	Registered	85/373,647	4172916	Miami Instruments LLC
Principal		Sec 8 Accepted	Jul 18 2011	Jul 10 2012	
					MIAM USA TA-1106416 NS
Classes	Goods/Services				
10	Surgical devices and instruments				

United States of America	MI SUTURE BELT and Design	Registered	85/246,220 Feb 18 2011	4396591 Sep 3 2013	Miami Instruments LLC MIAM USA TA-11/00689 NS
Classes 10	 Goods/Services surgical devices and instruments, namely, cardiothoracic suture organizers				
United States of America	MI TAILOR-MADE and Design	Registered Sec 8 Accepted	85/301,548 Apr 21 2011	4133070 Apr 24 2012	Miami Instruments LLC MIAM USA TA-11/03330
Classes 10	 Goods/Services surgical devices and instruments				
United States of America	MI TIE and Design	Registered	85/246,440 Feb 18 2011	4418946 Oct 15 2013	Miami Instruments LLC MIAM USA TA-1101768 NS
Classes 10	 Goods/Services surgical devices and instruments				
United States of America	MI VISOR and Design	Registered Sec 8 & 15 Accepted	85/246,193 Feb 18 2011	4132920 Apr 24 2012	Miami Instruments LLC MIAM USA TA-11/01769
Classes 10	 Goods/Services surgical devices and instruments, namely, cardiothoracic surgical retractors				
United States of America	MIAMI INSTRUMENTS and Design (words in logo)	Registered Sec 8 Accepted	85/234,770 Feb 4 2011	4136599 May 1 2012	Miami Instruments LLC MIAM USA TA-11/00667
Classes 10	 Goods/Services surgical devices and instruments				
United States of America	MIAMI METHOD MI and Design	Registered	85/378,290 Jul 22 2011	4317856 Apr 9 2013	Miami Instruments LLC MIAM USA TA-1106616
Classes 10	 Goods/Services Surgical devices and instruments				

TSM Administrator 33 records - END OF REPORT

IPPO WebTMS: printed Oct 27 2018 21:49

United States of America

United States Patent and Trademark Office



Reg. No. 5,628,163

Registered Dec. 11, 2018

Int. Cl.: 10

Trademark

Principal Register

Miami Instruments LLC (FLORIDA LIMITED LIABILITY COMPANY)
3225 N.w. 112th Street
Miami, FLORIDA 33167

CLASS 10: Surgical devices and instruments, namely, cardiac surgery aortic cross clamps

FIRST USE 7-3-2018; IN COMMERCE 10-19-2018

The mark consists of the stylized letters "MI" inside a heart shape with an opening at the top and intersecting lines at the bottom. The stylized word "DETACH" is to the right of the heart design.

No claim is made to the exclusive right to use the following apart from the mark as shown: "DETACH"

SER. NO. 86-663,016, FILED 06-15-2015



A handwritten signature in cursive script, appearing to read 'Andrew Lawrence'.

Director of the United States
Patent and Trademark Office