

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIVANOVA USA, INC.		06/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CORCYM S.R.L.		
Street Address:	Via Benigno Crespi, 17		
City:	Milan		
State/Country:	ITALY		
Postal Code:	20159		
Entity Type:	Società a Responsabilità Limitata: ITALY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2512969	ANNULOFLEX	
Registration Number:	2293123	ANNULOFLO	
Registration Number:	2883637	CARBOMEDICS	
Registration Number:	1971560	CARBO-SEAL	
Registration Number:	2935980	CARBO-SEAL VALSALVA	
Registration Number:	2594766	OPTIFORM	
Registration Number:	2624919	TOP HAT	
CORRESPONDENCE DATA			
Fax Number:	8587944091		
<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:	8582522965		
Email:	PatentDocket@eversheds-sutherland.us, corcymTM@eversheds-sutherland.us		
Correspondent Name:	Ana Carolina Meretti/ Chris Bolten		
Address Line 1:	12255 El Camino Real		
Address Line 2:	Suite 100		
Address Line 4:	San Diego, CALIFORNIA 92130		
DOMESTIC REPRESENTATIVE			
Name:	Chris Bolten		

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Address Line 1:	12255 El Camino Real
Address Line 2:	Suite 100
Address Line 4:	San Diego, CALIFORNIA 92130
NAME OF SUBMITTER:	Ana Carolina Meretti
SIGNATURE:	/Carol Meretti/
DATE SIGNED:	06/29/2021
Total Attachments: 17 source=LIVANOVA_ETAS_US_Corcym_Assignment#page1.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page2.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page3.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page4.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page5.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page6.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page7.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page8.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page9.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page10.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page11.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page12.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page13.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page14.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page15.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page16.tif source=LIVANOVA_ETAS_US_Corcym_Assignment#page17.tif	

The Assignors (defined herein)

and

The Assignee (defined herein)

LOCAL IP ASSIGNMENT DEED

LOCAL IP ASSIGNMENT DEED dated June 1 2021

PARTIES

- (1) The companies listed in Schedule 1 of this Deed (each an “**Assignor**” and together the “**Assignors**”); and
 - (2) Corcym S.r.l. (the “**Assignee**”)
- (each a *party* and together, the “**parties**”)

Words and expressions used in this Local IP Assignment Deed (the “**Deed**”) shall be interpreted in accordance with Schedule 5 of this Deed (*Definitions and Interpretation*).

WHEREAS:

- (A) This Deed is entered into pursuant to an amended and restated share and asset purchase agreement dated 9 April 2021 (the “**SAPA**”) between LivaNova plc (the “**Seller**”) and Mitral Holdco s.à r.l. (the “**Purchaser**”), which amended a share and asset purchase agreement dated 2 December 2020 entered into between the Seller and the Purchaser, pursuant to which the Seller has agreed to sell and transfer, and cause certain other members of the Seller Group (including the Assignors) to sell and transfer, to the Purchaser (or to a Designated Purchaser, as defined under the SAPA, designated by the Purchaser, such as the Assignee), and the Purchaser has agreed to purchase and assume from Seller and such other members of the Seller Group (directly or by designating a Designated Purchaser, as defined under the SAPA, designated by the Purchaser, such as the Assignee), certain shares, certain assets (including the Local Transferred IP) and certain assumed liabilities;
- (B) This Deed is a Transaction Document pursuant to the SAPA; and
- (C) Each Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to acquire, all of such Assignors’ right, title and interest, in to and under the Local Transferred IP.

IT IS AGREED:

1. Assignment

Pursuant to the SAPA and for the consideration set forth therein, the sufficiency of which is acknowledged and agreed by the parties, the Assignor of each Local Transferred IP hereby irrevocably assigns, sells, transfers, and conveys to Assignee, and the Assignee hereby accepts, effective as of the Completion Date, subject to the terms and conditions of any licences granted to third parties as of the Completion Date, all of the Assignor’s right, title and interest in and to the Local Transferred IP, including:

- (a) all statutory and common law rights, title and interest attaching to that Local Transferred IP, together with the goodwill of the Business relating to the goods and services in respect of which any Trademark included in that Local Transferred IP is registered or used;

- (b) all claims and causes of action with respect to the Local Transferred IP accruing before, on, or after the Completion Date (except to the extent related to proceedings or litigation pending at the Applicable Completion Date in relation to the operation of the Local Businesses up to the Applicable Completion Date, including the Caisson Litigation), including all rights to sue, or bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief, (including injunctive relief, damages (including damages claimed after the Completion Date for past infringement, unauthorised use, misappropriation, violation, breach, default, dilution of, or any other cause of action arising from the Local Transferred IP), restitutions and any other payments, including royalties, resulting from such proceedings, claims or actions, and other legal and equitable relief) in respect of any past, present, and future infringement, unauthorised use, misappropriation, violation, breach, default, dilution or any other cause of action arising from the Local Transferred IP, in each case except to the extent related to proceedings or litigation pending at the Applicable Completion Date in relation to the operation of the Local Businesses up to the Applicable Completion Date, including the Caisson Litigation;
- (c) the right to receive any and all income, royalties and payments due and/or payable, relating to the period after the Completion Date with respect to the Local Transferred IP;
- (d) the right to prosecute, maintain, enforce, and defend the Local Transferred IP; and
- (e) the right to claim priority based on the filing date of any Local Transferred IP.

2. No representations or warranties

Except as set out in the SAPA, nothing in this Deed shall be construed as a warranty or representation by any Assignor in respect of any of the Local Transferred IP.

3. Miscellaneous

3.1 Costs

Except as otherwise provided in this Deed, each party shall pay its own Costs incurred in connection with negotiating, preparing and executing this Deed.

3.2 Further Assurances

- (a) Subject to clause 3.2(b) of this Deed, the Assignee shall be responsible for all steps required and Costs incurred to record the effect of, and otherwise implement, this Deed, including:
 - (i) determining what steps are required to achieve that recordal, and whether it wishes to take those steps;

- (ii) preparing any necessary additional documentation (including any local transfer agreements in respect of Local Transferred IP that may be required);
 - (iii) payment of any intellectual property office or registry and other Costs associated with that recordal and implementation, save for any Costs incurred pursuant to clause 11.10 of the SAPA; and
 - (iv) reimbursement to any Assignor of any and all reasonable third party or external Costs incurred by such Assignor or any member of its Group in providing any assistance or taking or procuring any of the acts contemplated under this clause 3.2.
- (b) In respect of each Local Transferred IP, for a period of twelve (12) months from the Completion Date, each Assignor shall at the Assignee's Cost (x) execute such local assignment agreements for that Local Transferred IP, as provided to that Assignor by the Assignee for the relevant jurisdiction and (y) to the extent that the Assignee reasonably requires any other assistance of an Assignor to record the effect of this Deed, each Assignor shall execute and deliver all further documents and shall use reasonable efforts to perform all such other acts, in each case of (x) and (y), that may reasonably be required (and which, for the avoidance of doubt, shall be prepared by the Assignee who shall bear the Costs associated with that preparation, save as provided for by clause 3.2(a)(iii)) for the purpose of vesting in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Deed.

3.3 Legal Relationship

Nothing in this Deed shall constitute a partnership between the parties nor make any party the agent of any other party for any purpose.

3.4 Conflict with Other Agreements

If there is any conflict between the terms of this Deed and any other agreement (including the SAPA), the terms of this Deed shall prevail.

3.5 Whole Agreement

- (a) This Deed and the SAPA together set out the whole agreement between the parties in respect of the subject matter of this Deed and supersedes any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to its subject matter. It is agreed that:
- (i) no party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other party (or any of its Connected Persons) in relation to the subject matter of this Deed that is not expressly set out in this Deed or the SAPA;
 - (ii) any terms or conditions implied by Applicable Law in any jurisdiction in relation to the subject matter of this Deed and in

conflict with this Deed are excluded to the fullest extent permitted by Applicable Law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived;

- (iii) no party (nor any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to any other party (or its respective Connected Persons) in relation to the subject matter of this Deed.
- (b) Nothing in this clause 3.5 shall limit any liability for fraud or fraudulent misrepresentation.
- (c) Each party agrees to the terms of this clause 3.5 on its own behalf and as agent for each of its Connected Persons.

3.6 Waivers

Except as expressly provided in this Deed, no failure or delay by any party in exercising any right or remedy relating to this Deed or the SAPA shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy. A party may only waive its rights, powers, remedies and obligations under this Deed by notice in writing of such waiver, which may be given subject to such conditions as the grantor may in its absolute discretion decide.

3.7 Counterparts

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

3.8 Variations

No amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

3.9 Invalid Terms

Each of the provisions of this Deed and the SAPA is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the Applicable Law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible. If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

3.10 No Third Party Enforcement

A person who is not a party to this Deed (or a party's successor or permitted assign) shall have no right under any statutory provision (including the Contracts (Rights of Third Parties) Act 1999) to enforce any of its terms.

3.11 Remedies

Each party agrees that the obligations imposed on it in this Deed are special, unique and of an extraordinary character, and that in the event of their breach, damages alone would not be an adequate remedy, and each party shall be entitled to the remedies of specific performance, injunction and other equitable relief; and each party further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance relief and that it will not raise any objection to the application by the other party or any member of its Group or their respective agents for any such remedies.

4. Governing Law and Arbitration

4.1 This Deed shall be governed by and construed in accordance with English law. Any matter, claim or Dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

4.2 The courts of England are to have exclusive jurisdiction to settle any Dispute, whether contractual or non-contractual arising out of or in connection with this Deed. Each party irrevocably submits and agrees to submit to the jurisdiction of the English courts.

5. Successors and Assigns

5.1 This Deed shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This document has been executed and delivered as a deed and takes effect on the date stated at the beginning of it.

**Schedule 3
Trademarks**

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
1.	LivaNova USA, Inc.	ANNULO FLO	United States of America	07-Mar-97	75253479	16-Nov-99	2293123	10 medical apparatus, namely, implantable annuloplasty ring for use in cardiac surgery
2.	LivaNova USA, Inc.	ANNULO FLEX	United States of America	20-Feb-98	75437866	27-Nov-01	2512969	10 medical apparatus, namely, implantable annuloplasty ring for use in cardiac surgery
3.	LivaNova USA, Inc.	CARBOM EDICS	Argentina	27-Aug-91	1813682	29-Oct-13	1957229	10 implantable prothesis of heart valves
4.	LivaNova USA, Inc.	CARBOM EDICS	Brazil	27-Aug-87	813716845	08-Aug-89	813716845	10 Scientific, medical, dental and veterinary apparatus and instruments
5.	LivaNova USA, Inc.	CARBOM EDICS	Benelux	22-Oct-98	925371	02-Aug-99	644808	10 Cardiovascular implants and related instruments, including heart valves, rings of annuloplasty and vascular grafts
6.	LivaNova USA, Inc.	CARBOM EDICS	United States of America	10-Dec-02	76473340	14-Sep-04	2883637	10 Cardiac assistance devices; namely, prosthetic heart valves

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
7.	LivaNova USA, Inc.	CARBO-SEAL	United States of America	29-Oct-91	74216737	30-Apr-96	1971560	10 medical devices, each device comprised of a prosthetic cardiac valve and a prosthetic vascular graft
8.	LivaNova USA, Inc.	CARBO-SEAL VALSALVA	Australia	13-Sep-04	1020251	31-Jan-05	1020251	10 Surgical and medical apparatus and instruments, including implantable medical devices comprising a prosthetic cardiac valve and a prosthetic vascular graft.
9.	LivaNova USA, Inc.	CARBO-SEAL VALSALVA	Canada	10-Sep-04	1230442	28-Jun-07	TMA691069	10 Implantable medical devices composed of a prosthetic cardiac valve and a prosthetic vascular graft
10.	LivaNova USA, Inc.	CARBO-SEAL VALSALVA	EUTM	13-Sep-04	4022307	16-Nov-05	4022307	10 Implantable medical devices comprising a prosthetic cardiac valve and a prosthetic vascular graft.

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
11.	LivaNova USA, Inc.	CARBO-SEAL VALSALVA	Japan	04-Oct-04	9079204	02-Feb-07	5022977	10 Artificial cardiac valves with artificial blood vessels and other medical apparatus and instruments
12.	LivaNova USA, Inc.	CARBO-SEAL VALSALVA	Mexico	14-Sep-04	677054	22-Feb-06	920251	10 implantable medical devices that consist of a prosthetic cardiac valve and a prosthetic vascular graft
13.	LivaNova USA, Inc.	CARBO-SEAL VALSALVA	United States of America	06-Apr-04	76585127	29-Mar-05	2935980	10 Biological tissue prostheses, namely cross-linked pericardial patches
14.	LivaNova USA, Inc.	MI AND DESIGN	Canada	12-Dec-11	1555897	14-Nov-17	TMA984849	10 Surgical devices and instruments.
15.	LivaNova USA, Inc.	MI AND DESIGN	EUTM	04-Aug-11	10174126	14-Dec-11	10174126	10 Surgical devices and instruments.
16.	LivaNova USA, Inc.	MI AND DESIGN	Switzerland	02-Aug-11	58876/2011	31-Oct-11	621997	10 Surgical devices and instruments.
17.	LivaNova USA, Inc.	MI AND DESIGN	United States of America	04-Feb-11	85234729	01-May-12	4136598	10 Surgical devices and instruments.
18.	LivaNova USA, Inc.	MI BULLET AND DESIGN	United States of America	04-May-11	85312325	20-Nov-12	4246768	10 insertion tip sold as a component of surgical devices and instruments for cardiac surgery

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
19.	LivaNova USA, Inc.	MI COLLAR AND DESIGN	United States of America	18-Feb-11	85246403	25-Feb-14	4488797	10 Surgical devices and instruments, namely, cardiothoracic surgical retractors
20.	LivaNova USA, Inc.	MI CUFF AND DESIGN	United States of America	18-Feb-11	85246385	10-Sep-13	4400555	10 surgical devices and instruments, namely, cardiothoracic surgical retractors
21.	LivaNova USA, Inc.	MI DETACH AND DESIGN	United States of America	15-Jun-15	86663016	11-Dec-18	5628163	10 Surgical devices and instruments, namely, cardiac surgery aortic cross clamps
22.	LivaNova USA, Inc.	MI JOSEPH LAMELAS & DESIGN	Canada	09-Dec-11	1555734	10-Jan-18	988164	10 Surgical devices and instruments used in cardiac surgery.
23.	LivaNova USA, Inc.	MI JOSEPH LAMELAS & DESIGN	EUTM	04-Aug-11	10174332	14-Dec-11	10174332	10 Surgical devices and instruments.
24.	LivaNova USA, Inc.	MI JOSEPH LAMELAS & DESIGN	Switzerland	02-Aug-11	588812011	31-Oct-11	622002	10 Surgical devices and instruments.
25.	LivaNova USA, Inc.	MI JOSEPH LAMELAS & DESIGN	United States of America	22-Jul-11	85378332	11-Dec-12	4258580	10 surgical devices and instruments
26.	LivaNova USA, Inc.	MI MIAMI INSTRUMENTS AND DESIGN	Canada	09-Dec-11	1555736	14-Feb-18	990650	10 Surgical devices and instruments used in cardiac surgery.

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
27.	LivaNova USA, Inc.	MI MIAMI INSTRUMENTS AND DESIGN	EUTM	04-Aug-11	10174142	14-Dec-11	10174142	10 Surgical devices and instruments.
28.	LivaNova USA, Inc.	MI MIAMI INSTRUMENTS AND DESIGN	Switzerland	02-Aug-11	588772011	31-Oct-11	621998	10 Surgical devices and instruments.
29.	LivaNova USA, Inc.	MI MIAMI INSTRUMENTS AND DESIGN	United States of America	04-Feb-11	85234708	01-May-12	4136597	10 surgical devices and instruments
30.	LivaNova USA, Inc.	MI S-BLADE AND DESIGN	United States of America	04-May-11	85312369	20-Nov-12	4246769	10 support blade sold as a component of surgical devices and instruments
31.	LivaNova USA, Inc.	MI S-POST & DESIGN	United States of America	18-Jul-11	85373647	10-Jul-12	4172916	10 Surgical devices and instruments
32.	LivaNova USA, Inc.	MI SUTURE BELT AND DESIGN	United States of America	18-Feb-11	85246220	03-Sep-13	4396591	10 surgical devices and instruments, namely, cardiothoracic suture organizers
33.	LivaNova USA, Inc.	MI TAILOR-MADE AND DESIGN	United States of America	21-Apr-11	85301548	24-Apr-12	4133070	10 surgical devices and instruments
34.	LivaNova USA, Inc.	MI TIE AND DESIGN	United States of America	18-Feb-11	85246440	15-Oct-13	4418946	10 Surgical devices and instruments
35.	LivaNova USA, Inc.	MI VISOR AND DESIGN	EUTM	04-Aug-11	10174233	08-Jan-12	10174233	10 Surgical devices and instruments, namely, cardiothoracic surgical retractors.

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
36.	LivaNova USA, Inc.	MI VISOR AND DESIGN	Switzerland	02-Aug-11	58879/2011	31-Oct-11	622000	10 Surgical devices and instruments, namely, cardiothoracic surgical retractors.
37.	LivaNova USA, Inc.	MI VISOR AND DESIGN	United States of America	18-Feb-11	85246193	24-Apr-12	4132920	10 surgical devices and instruments, namely, cardiothoracic surgical retractors
38.	LivaNova USA, Inc.	MIAMI INSTRUMENTS AND DESIGN	Canada	09-Dec-11	1555735	14-Dec-18	990646	10 Surgical devices and instruments used in cardiac surgery.
39.	LivaNova USA, Inc.	MIAMI INSTRUMENTS AND DESIGN	EUTM	04-Aug-11	10174159	14-Dec-11	10174159	10 Surgical devices and instruments.
40.	LivaNova USA, Inc.	MIAMI INSTRUMENTS AND DESIGN	Norway	02-Aug-11	201108755	08-Dec-11	262926	10 Surgical devices and instruments.
41.	LivaNova USA, Inc.	MIAMI INSTRUMENTS AND DESIGN	Switzerland	02-Aug-11	58878/2011	31-Oct-11	621999	10 Surgical devices and instruments.
42.	LivaNova USA, Inc.	MIAMI INSTRUMENTS AND DESIGN	United States of America	04-Feb-11	85234770	01-May-12	4136599	10 Surgical devices and instruments
43.	LivaNova USA, Inc.	MIAMI METHOD MI AND DESIGN	EUTM	04-Aug-11	10174308	14-Dec-11	10174308	10 Surgical devices and instruments.
44.	LivaNova USA, Inc.	MIAMI METHOD MI AND DESIGN	Switzerland	02-Aug-11	58880/2011	31-Oct-11	622001	10 Surgical devices and instruments.

	Owner	Trademark	Jurisdiction	Application date	Application No.	Registration date	Registration No.	Classes
45.	LivaNova USA, Inc.	MIAMI METHOD MI AND DESIGN	United States of America	22-Jul-11	85378290	09-Apr-13	4317856	10 Surgical devices and instruments
46.	LivaNova USA, Inc.	OPTIFORM	United States of America	30-Apr-99	75694510	16-Jul-02	2594766	10 Artificial heart valves
47.	LivaNova USA, Inc.	TOP HAT	United States of America	24-Jan-02	76362281	24-Sep-02	2624919	10 Implantable prosthetic heart valves

Schedule 5
Definitions and Interpretation

1. **Definitions.** In this Deed, the following words and expressions shall have the following meanings:

“**Applicable Completion Date**” is defined in the SAPA;

“**Applicable Law**” is defined in the SAPA;

“**Business**” is defined in the SAPA;

“**Completion Date**” is defined in the SAPA;

“**Connected Persons**” means, in relation to a party, any member of that party’s Group and any officer, employee, agent, adviser or representative of that party’s Group, in each case, from time to time;

“**Costs**” means losses, damages, costs (including reasonable legal costs on an indemnity basis) and expenses (including Taxation), in each case of any nature whatsoever;

“**Dispute**” means a dispute arising between the parties out of or in connection with this Deed, including disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance or non-performance of, termination, or the legal relationships established by, this Deed;
- (b) claims for set-off and counterclaims; and
- (c) any non-contractual obligations arising out of or in connection with this Deed;

“**Excluded IP**” is defined in the SAPA;

“**Group**” is defined in the SAPA;

“**Intellectual Property**” is defined in the SAPA;

“**Local Transferred IP**” is defined in the SAPA. Subject to clause 16 (Wrong Pockets) of the SAPA, Local Transferred IP includes the registered and applied-for Intellectual Property listed in Schedule 2 (*Patents*), Schedule 3 (*Trademarks*) and Schedule 4 (*Domain names*) of this Deed;

“**SAPA**” is defined in Recital (A);

“**Seller Group**” is defined in the SAPA; and

“**Tax**” or “**Taxation**” is defined in the SAPA.


2. **Interpretation.** In this Deed, unless the context requires otherwise:

- (a) references to a “**person**” shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of state, local or municipal authority or government body

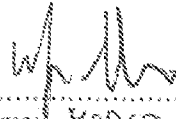
- or any joint venture, association or partnership (whether or not having separate legal personality);
- (b) references to a paragraph, clause or Schedule are to those of this Deed;
 - (c) headings do not affect its interpretation;
 - (d) the singular shall include the plural and vice versa, and references to one gender include all genders;
 - (e) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as including what most nearly approximates in that jurisdiction to the English legal term;
 - (f) the expressions “**holding company**”, “**subsidiary**” and “**subsidiary undertaking**” shall have the meanings given in the Companies Act 2006;
 - (g) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as merely illustrative and shall not limit the sense of the words preceding those terms; and
 - (h) a reference to a right or an obligation of an Assignor in respect of the Local Transferred IP shall be to the right or obligation of that Assignor in respect of the Local Transferred IP that it owns as of the Completion Date.
3. **Enactments.** Except as otherwise expressly provided in this Deed, any reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment whenever made; (ii) any enactment that that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) whenever made under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii), except to the extent that any of the matters referred to in (i) to (iii) occurs on or after the date of this Deed and increases or alters the liability of a party under this Deed.
4. **Schedules.** The Schedules comprise schedules to this Deed and form part of this Deed.
5. **Inconsistencies.** If there is any inconsistency between any definition set out in this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail.

AS WITNESS of which this document has been duly executed and delivered as a deed on the date first stated above.

EXECUTED AND DELIVERED)
as a DEED by)
LIVANOVA USA, INC.)
a company incorporated)
in Delaware, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)


Name: TAYLOR POLLOCK
Title: SECRETARY

EXECUTED AND DELIVERED)
as a DEED by)
CORCYM S.R.L.)
a company incorporated)
in Italy, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)



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Name: MARCO DOLCI
Title: SOGE DIRETTORE