

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOTRACE MEDICAL, INC.		10/04/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MERIT MEDICAL SYSTEMS, INC.		
Street Address:	1600 WEST MERIT PARKWAY		
City:	SOUTH JORDAN		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4952087	TEMPO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8012531600		
Email:	trademarks@merit.com		
Correspondent Name:	D.Delos Larson		
Address Line 1:	1600 West Merit Parkway		
Address Line 4:	South Jordan, UTAH 84095		
ATTORNEY DOCKET NUMBER:	TEMPO		
NAME OF SUBMITTER:	D. Delos Larson		
SIGNATURE:	/D.Delos Larson/		
DATE SIGNED:	10/05/2022		
Total Attachments: 3			
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OP \$40.00 4952087

**ASSIGNMENT OF TRADEMARKS
AND TRADEMARK APPLICATIONS**

This Assignment of Trademarks and Trademark Applications (this "Trademark Assignment") is made effective as of October 4, 2022 by BIOTRACE MEDICAL, INC., a Delaware corporation ("Assignor"), to MERIT MEDICAL SYSTEMS, INC., a Utah corporation ("Assignee").

WHEREAS, Assignor owns the United States and other registered trademarks identified on Exhibit A attached hereto and incorporated herein (the "Marks") and certain trademark applications, if any (the "Applications");

WHEREAS, Assignor has certain ongoing and existing business pertaining to the Marks, including but not limited to the creation, acquisition, and protection of various artistic works and other works pertinent to the Marks; the promotion of market opportunities pertaining to the Marks and artistic works, such as opportunities for the manufacture and sale of medical devices; and various other business activities relating to the Marks;

WHEREAS, Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Acquired Assets pursuant to the terms and conditions of the Asset Purchase Agreement, dated of even date herewith, by and between Assignor and Assignee (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Marks and the Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, all right, title, and interest now and hereafter in force and effect that Assignor has, or may have, or hereafter acquire in and to the Marks, including but not limited to the business and goodwill pertaining to the Marks, the Applications, the prospective registrations resulting therefrom, and all other rights that arise from or relate to the Marks, in the United States and/or any foreign countries.

The covenants and agreements set forth herein shall survive this Trademark Assignment, and all of the terms, conditions, and acknowledgments set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns.

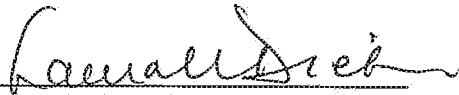
This Trademark Assignment shall be governed by and construed under the laws of the State of Delaware without regard to principles of conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Trademarks and Trademark Applications has been executed and delivered as of the date written above.

ASSIGNOR:

BIOTRACE MEDICAL, INC.,
a Delaware corporation

By: 
Name: Laura N. Dietch
Title: President and Chief Executive Officer

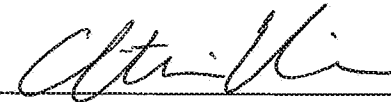
Acknowledgement by Notary Public

State of California

County of Santa Clara

On this 29th day of September, 2022, before me, the undersigned Notary Public, personally appeared Laura N. Dietch personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: 

Name: Christine Marie Ricks, Notary Public

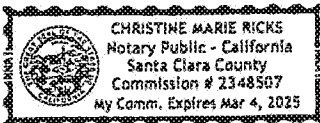


EXHIBIT A

MARKS

<i>Trademark</i>	<i>Registration Number</i>	<i>Date Registered</i>	<i>Registered to</i>
TEMPO	4,952,087	May 3, 2016	BioTrace Medical, Inc.