

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLT, Inc.		12/06/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Edwards Lifesciences Corporation		
Street Address:	One Edwards Way		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3758068	HLT	
Registration Number:	4927711	MERIDIAN	
Registration Number:	4998451	PATHFINDER	
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>			
Email:	USTMDocket@Edwards.com		
Correspondent Name:	Avraham Schwartz		
Address Line 1:	One Edwards WAY		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Elizabeth Nguyen		
SIGNATURE:	/ELIZABETH NGUYEN/		
DATE SIGNED:	04/19/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of December 6, 2022 ("Effective Date"), by and between HLT, Inc., a Minnesota corporation with an address at 7351 Kirkwood Lane North, Suite 112, Maple Grove Minnesota 55369 ("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 December 6, 2022 (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 right, title and interest in, to and under the Assigned Trademarks.

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

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 7.3 of the Purchase Agreement. In the event of any conflict between the terms and conditions of the Purchase Agreement and those of this Agreement, the terms and conditions of the Purchase Agreement shall govern.

2. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Assigned Trademarks, together with all goodwill associated with the Assigned 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.

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 Agreement. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Agreement as necessary to perfect title in Assignee.

4. Capacity. Assignor hereby represents and warrants that the person executing this Agreement on its behalf has full legal capacity and is both competent and authorized to enter into, execute, deliver and perform this Agreement, and Assignor expressly waives any and all rights to assert lack of authority of its signatory as a defense to the enforceability of this Agreement. Assignor further represents and warrants that it is freely entering into this Agreement without

force, duress and/or coercion of any kind, it has consulted and relied on the advice of its own attorneys concerning this Agreement, and it has completely read and understood the terms of this Agreement.

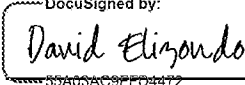
5. Miscellaneous. This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to and governed by, all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. The Parties intend that this Agreement is for recordation purposes only and nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), each of which shall be an original, but all of such counterparts together constitute 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. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall be governed in all respects, including validity, interpretation, construction, performance and effect, by the internal laws of the State of Delaware, without regard to its conflict of laws principles that would result in the application of the law of any other state or jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

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

ASSIGNOR:

HLT, INC.

By:  _____
Name: David Elizondo
Title: CEO and President

ASSIGNEE:

EDWARDS LIFESCIENCES CORPORATION

By: _____
Name: Robert Sellers
Title: Senior Vice President and Corporate
Controller

[Signature Page to Trademark Assignment Agreement]

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

ASSIGNOR:

HLT, INC.

By: _____

Name: David Elizondo

Title: CEO and President

ASSIGNEE:

EDWARDS LIFESCIENCES CORPORATION

By: DocuSigned by:
Bob Sellers _____

Name: Robert Sellers

Title: Senior Vice President and Corporate
Controller

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008046 FRAME: 0470

SCHEDULE "A"**Assigned Trademarks**

COUNTRY/JURISDICTION	REG. NO.	MARK	CLASS OF GOODS/SERVICES	COUNTRIES PROTECTED
US	3758068	HLT	10	UNITED STATES
US	4927711	MERIDIAN	10	UNITED STATES
US	4998451	PATHFINDER	10	UNITED STATES
INTERNATIONAL (WIPO/MADRID PROTOCOL)	954961	HLT	10	AUSTRALIA; SWITZERLAND; ICELAND; JAPAN; NORWAY
INTERNATIONAL (WIPO/MADRID PROTOCOL)	1131267	MERIDIAN	10	AUSTRALIA; EUROPEAN COMMUNITY
EU	006651111	HLT	5, 10, 44	EUROPEAN COMMUNITY
CA	TMA910490	HLT	10	CANADA
CA	TMA960237	MERIDIAN	10	CANADA
UK	UK00906651111	HLT	5, 10, 44	UNITED KINGDOM
UK	UK00801131267	MERIDIAN	10	UNITED KINGDOM