

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811097

<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>
Bluegrass Vascular Technologies, Inc.		05/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merit Medical Systems, Inc.		
<b>Street Address:</b>	1600 West Merit Parkway		
<b>City:</b>	South Jordan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84095		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5060315	INSIDE-OUT	
<b>Registration Number:</b>	6420074	RESTORE ACCESS. PRESERVE OPTIONS.	
<b>Registration Number:</b>	4649588	SURFACER	
<b>Registration Number:</b>	6639658	DON'T GO LEFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	8012531600		
<b>Email:</b>	trademarks@merit.com		
<b>Correspondent Name:</b>	D.Delos Larson		
<b>Address Line 1:</b>	1600 West Merit Parkway		
<b>Address Line 4:</b>	South Jordan, UTAH 84095		
<b>ATTORNEY DOCKET NUMBER:</b>	Assignment-BVT-MMSI		
<b>NAME OF SUBMITTER:</b>	D. Delos Larson		
<b>SIGNATURE:</b>	/D.Delos Larson/		
<b>DATE SIGNED:</b>	05/17/2023		
<b>Total Attachments: 4</b>			
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OP \$115.00 5060315

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source=Trademark Assignment\_Bluegrass-MMSI#page4.tif

**ASSIGNMENT OF TRADEMARKS  
AND TRADEMARK APPLICATIONS**

This Assignment of Trademarks and Trademark Applications (this “Trademark Assignment”) is made effective as of May 4, 2023 by BLUEGRASS VASCULAR TECHNOLOGIES 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 Utah 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:**

BLUEGRASS VASCULAR TECHNOLOGIES INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

MERIT MEDICAL SYSTEMS, INC.,  
a Utah corporation

By: *[Signature]*  
Name: Fred P. Lampropoulos  
Title: Chairman and CEO

**Acknowledgement by Notary Public**

State of Utah

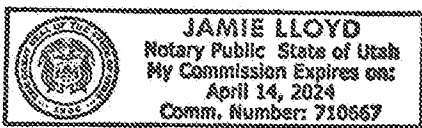
County of Salt Lake

On this 4 day of May, 2023, before me, the undersigned Notary Public, personally appeared ~~Fred Lampropoulos~~ 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: *Jamie Lloyd*

Name: Jamie Lloyd, Notary Public

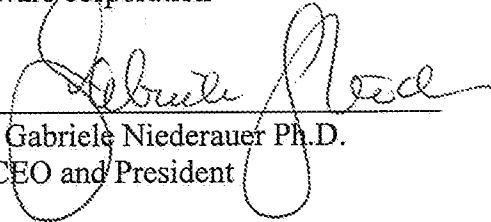


*Signature Page to Assignment of Trademarks and Trademark Applications*

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

**ASSIGNOR:**

BLUEGRASS VASCULAR TECHNOLOGIES INC.,  
a Delaware corporation

By:   
Name: Gabriele Niederauer Ph.D.  
Title: CEO and President

**ASSIGNEE:**

MERIT MEDICAL SYSTEMS, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name:  
Title:

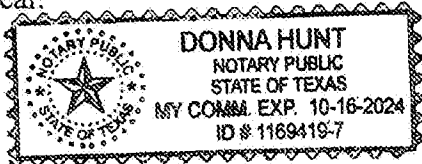
**Acknowledgement by Notary Public**

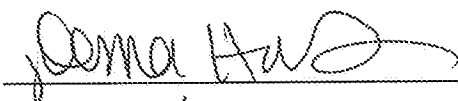
State of Texas

County of Bexar

On this 3rd day of May, 2023, before me, the undersigned Notary Public, personally appeared Gabriele Niederauer 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: Donna Hunt, Notary Public

**EXHIBIT A**  
**MARKS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
INSIDE-OUT	Canada	Registered	7/29/2015	1,740,385	7/9/2019	TMA1,038,084
RESTORE ACCESS. PRESERVE OPTIONS.	Canada	Registered	3/3/2017	1,826,708	12/16/2019	TMA1,066,473
SURFACER	Canada	Registered	7/29/2015	1,740,384	7/9/2019	TMA1,038,067
INSIDE-OUT	European Union (EUTM & RCD)	Registered	8/3/2015	14436174	12/3/2015	14436174
SURFACER	European Union (EUTM & RCD)	Registered	6/15/2012	1125236	6/15/2012	1125236
INSIDE-OUT	Great Britain	Registered	8/3/2015	UK00914436174	12/3/2015	UK00914436174
SURFACER	Great Britain	Registered	6/15/2012	UK00801125236	7/2/2013	UK00801125236
DON'T GO LEFT	United States	Registered	5/31/2019	88/455,018	2/8/2022	6639658
INSIDE-OUT	United States	Registered	3/2/2015	86/550,075	10/11/2016	5,060,315
RESTORE ACCESS. PRESERVE OPTIONS.	United States	Registered	1/19/2017	87/307,468	7/13/2021	6420074
SURFACER	United States	Registered	6/11/2012	85/648,683	12/2/2014	4,649,588
SURFACER	WIPO (EM)	Registered	6/15/2012	1125236	6/15/2012	1125236