

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817034

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900770026		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Radiation Therapy, LLC		05/01/2023	Limited Liability Company:
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	
Serial Number:	97606948	PRECICOIL	
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:	PRECICOIL		
NAME OF SUBMITTER:	D. Delos Larson		
SIGNATURE:	/D.Delos Larson/		
DATE SIGNED:	06/13/2023		
Total Attachments: 4			
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source=2023-06-13 Resubmission of Assignment#page3.tif			



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 15, 2023

PTAS

D.DELOS LARSON
1600 WEST MERIT PARKWAY
SOUTH JORDAN, UT 84095



900770026

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060 (a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, June 14, 2023**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900770026
Access Code: 5LD16SMZ0BT6CS7

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

DOMINIQUE WARNER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

Assignment of Trademark Rights

THIS ASSIGNMENT OF TRADEMARK RIGHTS is made as of May 1, 2023, by Advanced Radiation Therapy, LLC, a limited liability company with a principal place of business at One Industrial Way, Suite 6, Tyngsboro, MA 01879 (“Assignor”), to Merit Medical Systems, Inc., a Utah corporation with its principal place of business at 1600 West Merit Parkway, South Jordan, Utah 84095 (“Assignee”).

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of the date hereof (the “Agreement”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Intellectual Property Assets (as defined in the Agreement), including, without limitation, all of the trademarks and trademark applications of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Trademark Rights (as defined below).

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest throughout the world in, to, and under: (i) the trademarks listed on Schedule A attached hereto, along with (a) all rights to sue or recover and retain damages, costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation thereof (including, without limitation, all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to any trademark); (b) all material unregistered trademarks, together with all adaptations, derivations and combinations thereof; (c) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark; and (d) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; (collectively the “Trademark Rights”).

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Trademark Rights, (ii) it has obtained and properly recorded previously executed assignments for the Trademark Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademark Rights. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment of Trademark Rights, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

TRADEMARK

REEL: 008098 FRAME: 0190

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark Rights shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark Rights as of the date first above written.

ASSIGNOR

Advanced Radiation Therapy, LLC

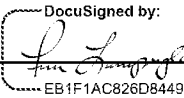
By:  335B50CE3407431

Name: Raymond J. Bricault

Title: CEO

ASSIGNEE

Merit Medical Systems, Inc.

By:  EB1F1AC826D8449...

Name: Fred Lampropoulos

Title: Chairman & CEO

Schedule A

To Assignment of Trademark Rights

U.S. Trademark Application No. 97606948, filed September 26, 2022 for "PRECICOIL."