

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANGIODYNAMICS, INC.		06/08/2023	Corporation: DELAWARE
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: 6			
Property Type	Number	Word Mark	
Registration Number:	3790595	DURAMAX	
Registration Number:	2978022	EVENMORE	
Registration Number:	4544384	BIOSENTRY	
Registration Number:	3217165	DURATHANE	
Registration Number:	2863395	HYDRO-TIP	
Registration Number:	3944880	VASCPAK	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	801-933-4053		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	111 S. Main Street, Suite 2100		
Address Line 4:	Salt Lake City, UTAH 84111-2176		
ATTORNEY DOCKET NUMBER:	488194-2112		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	09/22/2023		

OP \$165.00 3790595

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Trademark Assignment") is made effective as of June 8, 2023 by ANGIODYNAMICS, INC., a Delaware corporation ("Assignor"), in favor of MERIT MEDICAL SYSTEMS, INC., a Utah corporation ("Assignee").

WHEREAS, Assignor owns the trademarks identified on Exhibit A attached hereto and incorporated herein, together with the applications and registrations thereto (the "Marks");

WHEREAS, Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Purchased 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.

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, the parties agree:

1. Assignment. Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, all worldwide right, title, and interest in and to the Marks, as well as all related common law rights, and the goodwill pertaining thereto, together with all claims, demands and causes of action to the extent primarily related the Marks, and all rights to proceeds of the Marks, including any and all rights, priorities, privileges provided under United States, state or foreign laws, or multinational law, compact, treaty, protocol, convention or organization with respect to the foregoing Marks, and income, royalties, damages, profits, and payments payable after the date of this Trademark Assignment, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials at corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

3. Further Assurances. Subject to Section 12.17 of the Purchase Agreement, Assignor agrees to (a) use its best efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all reasonable things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Trademark Assignment, (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Trademark Assignment and to record the assignment granted, and (c) to cooperate with Assignee in connection with the foregoing.

4. Relationship to Purchase Agreement. This Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The representations, warranties, covenants, agreements, obligations and indemnities contained in the Purchase Agreement shall not be superseded by this Trademark Assignment but shall remain in full force and effect to the full extent provided in the Purchase Agreement and which are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Survival. 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.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

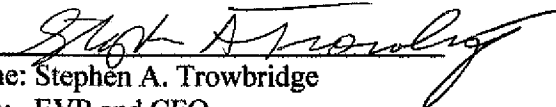
7. Counterparts; Amendment. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Trademark Assignment may not be amended or modified except with the written consent of each party hereto and any provisions of this Trademark Assignment may be waived only upon the written consent of the party entitled to performance of such provision.

[Signature Pages Follow]

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

ASSIGNOR:

ANGIODYNAMICS, INC.,
a Delaware corporation

By: 
Name: Stephen A. Trowbridge
Title: EVP and CFO

Acknowledgement by Notary Public

State of New York

County of Albany

On this 7th day of June, 2023, before me, the undersigned Notary Public, personally appeared Stephen A. Trowbridge 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: Sean Michael Wettig

Notary Public, State of New York

Qualified in Saratoga County

Registration Number 02WE6117200

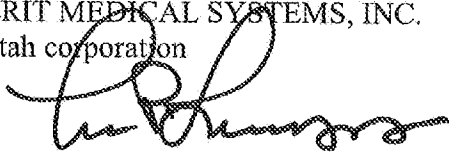
Commission Expires October 18, 2024

[Signature Page to Trademark Assignment]

Assignee hereby confirms this Trademark Assignment.

ASSIGNEE:

MERIT MEDICAL SYSTEMS, INC.
a Utah corporation



By: _____
Name: Fred P. Lampropoulos
Title: Chief Executive Officer

Acknowledgement by Notary Public

State of Utah

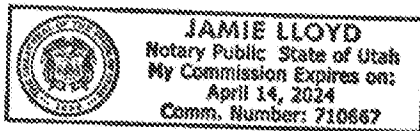
County of Salt Lake

On this 8th day of June, 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 Trademark Assignment]

EXHIBIT A**MARKS**

Trademark	Country	Status	Application Number Filing Date	Registration Number Registration Date
DURAMAX	US	Registered	77287008 24-SEP-2007	3790595 18-MAY-2010
EVENMORE	US	Registered	76583628 29-MAR-2004	2978022 26-JUL-2005
BIOSENTRY	Brazil	Registered	840549334 18 Jun 2013	840549334 26 Jun 2018
BIOSENTRY	China	Registered	12758037 17 Jun 2013	12758037 7 Dec 2014
BIOSENTRY	China	Registered	12758036 17 Jun 2013	12758036 7 Feb 2015
BIOSENTRY	European Union	Registered	011900859 14 Jun 2013	011900859 12 Feb 2013
BIOSENTRY	Mexico	Registered	1634463 17 Jul 2015	1583182 22 Oct 2015
BIOSENTRY	Mexico	Registered	1634462 17 Jul 2015	1590263 18 Nov 2015
BIOSENTRY	Saudi Arabia	Registered	198142	143410409
BIOSENTRY	Saudi Arabia	Registered	198143	143410410

Trademark	Country	Status	Application Number Filing Date	Registration Number Registration Date
BIOENTRY	South Korea	Registered	4020130040686 20-Jun-2013	4010140067222 17 Nov 2014
BIOENTRY	United Kingdom	Registered	UK00911900859 14-JUN-2013	UK00911900859 02-DEC-2013
BIOENTRY	United States	Registered	85808191 20-DEC-2012	4544384 03-JUN-2014
DURATHANE	United States	Registered	78723671 29-SEP-2005	3217165 13-MAR-2007
HYDRO-TIP	United States	Registered	76456072 04-OCT-2002	2863395 13-JUL-2004
VASCPAK	United States	Registered	77648398 13-JAN-2009	3944880 12-APR-2011