

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wallace Enterprises, Inc. d/b/a Vascular Architects		09/20/2007	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	LeMaitre Vascular, Inc.		
Street Address:	63 Second Avenue		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2748116	PERISCOPE	
Registration Number:	1952810	MOLLRING CUTTER	
CORRESPONDENCE DATA			
Fax Number:	(617)310-6001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-310-6000		
Email:	bosipmail@gtlaw.com		
Correspondent Name:	Amy F. Mendel		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	092341-030435 & 030434		
NAME OF SUBMITTER:	Amy F. Mendel		
Signature:	/Amy F. Mendel/		

CH \$65.00 2748116

Date:

06/11/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 20th day of September, 2007 (the "Effective Date"), by and between The Wallace Enterprises, Inc. ("Assignor"), a Tennessee corporation, d/b/a Vascular Architects, with a principal address at 1650 Elm Hill Pike, Suite 5, Nashville, TN 37210 and LeMaitre Vascular, Inc. ("Assignee"), a Delaware corporation with a principal address at 63 Second Avenue, Burlington, MA 01803 (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks (collectively the "Marks") as listed on Schedule A hereto;

WHEREAS, Assignor and Assignee have agreed by an Asset Purchase Agreement (the "Purchase Agreement") dated the date hereof by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, rights, title and interest in and to the Marks as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor's entire right, title and interest (for all relevant countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, at any time, upon the request of the Assignee and at the Assignee's expense, Assignor will execute and deliver all papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may reasonably be necessary or desirable.
4. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with this Agreement.
5. Assignor further covenants that at any time, upon the request of the Assignee and at the Assignee's expense, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits reasonably required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.
6. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority thereto provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.
8. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.
9. If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent

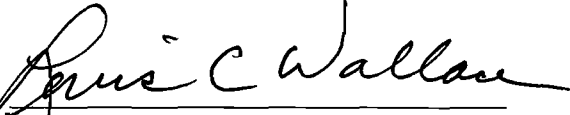
Trademark Assignment Agreement


possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

ASSIGNOR:
THE WALLACE ENTERPRISES, INC.

ASSIGNEE:
LEMAITRE VASCULAR, INC.

By: 
Name: Louis C. Wallace
Title: President

By: 
Name: Aaron M. Grossman
Title: VP & General Counsel

SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

Serial Number	Registration Number	Mark
76307019	2667412	CONTROLLED EXPANSION
76258843	2748116	PERISCOPE
76055231	2530746	VASCULAR ARCHITECTS ASPIRE
76307018		STAGING REVASCULARIZATION
76055230		FORESEER
75612967	2409341	VASCULAR ARCHITECTS
002265171	002265171	VASCULAR ARCHITECTS
74608298	1952810	MOLLRING CUTTER
78172339		MED-ASPIRE
77114786		MED-ASPIRE