

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QLT Plug Delivery, Inc.		12/15/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	3088922, Inc.
<b>Street Address:</b>	2711 Centerville Road, Suite 400
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85110754	EVOLUTE

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: dpung@mofo.com  
 Correspondent Name: Jennifer Lee Taylor  
 Address Line 1: Morrison & Foerster LLP, 425 Market St.  
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

<b>ATTORNEY DOCKET NUMBER:</b>	64559-6001.000
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor
<b>Signature:</b>	/Jennifer Lee Taylor/
<b>Date:</b>	02/11/2011

Total Attachments: 4

**900183764**

**TRADEMARK  
 REEL: 004476 FRAME: 0406**

**CH \$40.00 85110754**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into as of December 15, 2010, by and between QLT Plug Delivery, Inc., a Delaware corporation ("Assignor"), and 3088922, Inc., a Delaware corporation ("Assignee").

### RECITALS

**WHEREAS**, the Assignor and the Assignee are parties to an Asset Purchase and Sale Agreement dated as of December 15, 2010 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee, among other things, the entire right, title and interest in and to the trademarks and their corresponding logos, and the trademarks and the pending applications and registrations therefor identified in Schedule A hereto, including all variations, derivations, and combinations thereof, and all registrations and applications for registration or renewals of the foregoing and all goodwill associated therewith (collectively the "Marks").

### ASSIGNMENT

1. **NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in and to the Marks, and all rights and privileges therein, and in and to any renewals and extensions that may be granted thereon and the goodwill developed through the use of the Marks; and

2. For the same consideration, 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 it is to issue trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment, and hereby grants the attorney of record the power to insert on this Assignment any further identification of the registered trademarks and the pending applications set forth on Schedule A that is necessary under the rules of the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment, and agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors, legal representatives and/or assigns may reasonably request that are necessary under the rules of the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment; provided that Assignee shall be solely responsible for performing all activities in connection with recordation of this Assignment with the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized representative thereof.

ASSIGNOR:

QLT PLUG DELIVERY, INC.

By: DS Baker  
Name: David Baker  
Title: President

*Signature Page to Trademark Assignment*

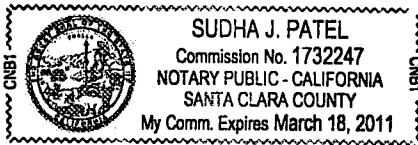
TRADEMARK  
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STATE OF California  
COUNTY OF Santa Clara

On DEC 15, 2010, before me, Sudha Patel, notary public, personally appeared David Baker, President of QLT Plug Delivery, Inc., who 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sudha Patel (SEAL)  
Notary Public

**SCHEDULE A**

QLT Ref:	Title	Country	Application Status	Application Number	Filing Date	Registration Number	Grant Date
30018-20500.01	EVOLUTE	USA	Pending	85/110,754	18-Aug-10		
	PPDS	Common law mark; No registrations filed					
	L-PPDS	Common law mark; No registrations filed					
	O-PPDS	Common law mark; No registrations filed					
	B-PPDS	Common law mark; No registrations filed					