

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boston Scientific Corporation		08/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NuCryo, LLC		
Street Address:	746 San Aleso Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3313014	POLARCATH	
Registration Number:	2784701	CRYOPLASTY	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Matthew J. Kuykendall		
Address Line 1:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 2:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	45641.000.CZ2		
NAME OF SUBMITTER:	Matthew J. Kuykendall		
SIGNATURE:	/matt kuykendall/		
DATE SIGNED:	12/02/2014		
Total Attachments: 4			
source=NuCryo Assignment#page1.tif			
source=NuCryo Assignment#page2.tif			

CH \$65.00 3313014

source=NuCryo Assignment#page3.tif

source=NuCryo Assignment#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of August 6, 2014 by and between Boston Scientific Corporation ("Assignor") and NuCryo, LLC ("Assignee") (collectively referred to as the "Parties").

WHEREAS, the Assignor is the owner of certain intellectual property rights, including the trademarks listed on Schedule 1 attached hereto and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to herein as the "Trademarks"); and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor desires to sell, transfer, assign and set over unto Assignee all rights, title, and interest of the Assignor in and to the Trademarks.

NOW, THEREFORE, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the Trademarks including all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks. Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts, as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents, provided that all costs and expenses associated with the recordation of assignment documents shall be born equally by Assignee and Assignor.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

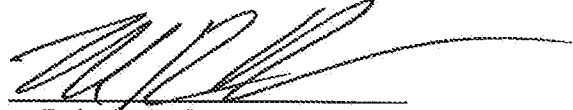
This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

BOSTON SCIENTIFIC CORPORATION

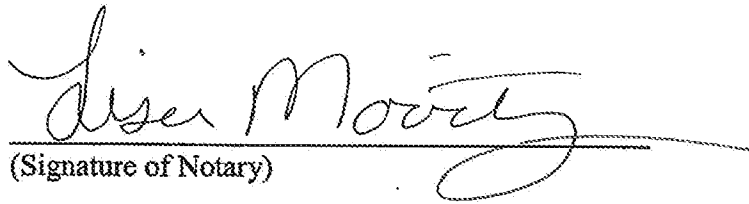
By: 

Name: Luke R. Dohmen

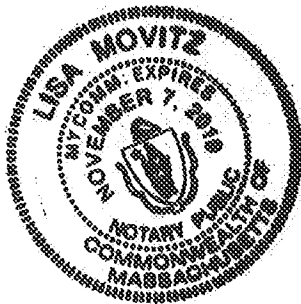
Title: VP, Corporate Chief Patent Counsel

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Middlesex)

On this 22nd day of July, 2014, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared Luke Dohmen to me known to be the VP, Corp. Chief Pat. Counsel of Boston Scientific Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.


(Signature of Notary)

Lisa Movitz
(Legibly Print or Stamp Name of Notary)



Notary public in and for the Commonwealth of Massachusetts,

residing at Natick, MA

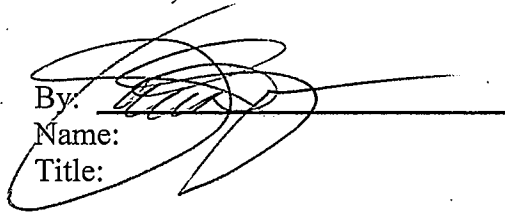
My appointment expires 11/7/19

Acting in the County of: Middlesex

[Signature Page to Trademark Assignment]

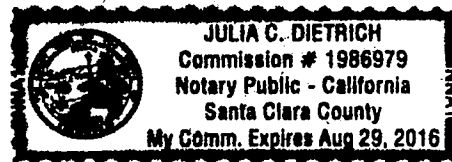
ASSIGNEE:

NUCRYO, LLC

By: 
Name:
Title:

[Notary block]

See attached



[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005411 FRAME: 0649

Schedule 1

Assigned US Trademarks

Mark	Country	Application No.	Application Date	Registration Number	Registration Date
Polarcath	US	76471570	11/19/2002	3313014	10/16/2007
Cryoplasty	US	76265127	6/1/2001	2784701	11/18/2003
Cryovascular Systems	CTM	2134419	3/16/2001	2134419	12/5/2003
Cryovascular Systems	JP	2001-027091	3/26/2001	4562841	4/26/2002
Cryovascular Systems	AU	869419	3/16/2001	869419	3/16/2001