

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ClearCanvas Inc.		12/19/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synaptive Medical (Barbados) Inc.		
<b>Street Address:</b>	Chancery House, High Street		
<b>City:</b>	Bridgetown		
<b>State/Country:</b>	BARBADOS		
<b>Postal Code:</b>	BB11128		
<b>Entity Type:</b>	CORPORATION: BARBADOS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86188776	IMAGEDRIVE	
<b>Serial Number:</b>	86194800	CLEOMECAST	
<b>Registration Number:</b>	3995552	CLEARCANVAS	
<b>Registration Number:</b>	4601183	CLEOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4149788789		
<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>			
<b>Phone:</b>	414-277-5789		
<b>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Cheryl M. Smukowski		
<b>Address Line 1:</b>	411 East Wisconsin Avenue		
<b>Address Line 2:</b>	Quarles & Brady LLP		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	149333.00002		
<b>NAME OF SUBMITTER:</b>	Cheryl M. Smukowski		
<b>SIGNATURE:</b>	/cms/		
<b>DATE SIGNED:</b>	01/27/2015		
<b>Total Attachments: 5</b>			

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## TRADE-MARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of December 19, 2014 (“**Effective Date**”).

WHEREAS CLEARCANVAS INCORPORATED, a corporation incorporated under the *Canada Business Corporations Act* (“**Assignor**”), is the owner of the trade-marks and the trade-mark applications set out in Schedule “A” and Schedule “B” (collectively, the “**Trade-Marks**”);

AND WHEREAS one or more of the Trade-Marks may have been applied for under the name “CLEARCANVAS INC.” erroneously, whereas the intended proper applicant would have been CLEARCANVAS INCORPORATED (the Assignor herein);

AND WHEREAS SYNAPTIVE MEDICAL (BARBADOS) INC., a Barbados corporation (“**Assignee**”), is desirous of acquiring the whole right, title and interest in and to the Trade-Marks, together with the goodwill associated with the Trade-Marks, and the goodwill of the business associated with the Trade-Marks, including all rights to sue for past, present and future infringements of the Trade-marks;

AND WHEREAS Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement as of the 27th of November, 2014 (the “**Asset Purchase Agreement**”) pursuant to which it was agreed that this Assignment be entered into as a condition of Closing (as defined in the Asset Purchase Agreement),

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledge, Assignor confirms that it has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to Assignee, as of the Effective Date, all of Assignor’s right, title, property, interest and benefit in and to the Trade-Marks, together with the goodwill associated with the Trade-Marks, and the goodwill of the business associated with the Trade-Marks, including all rights to sue for past, present and future infringements of the Trade-marks.

Any and all representations, warranties and/or further assurances owed by Assignee to Assignor are set forth in the Asset Purchase Agreement and no warranty, representation or further assurances, express or implied are made, under this Assignment.

Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, models, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment namely in the implementation or perfection of this Assignment

This Assignment may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. A party’s transmission by facsimile or other electronic communication of this Assignment duly executed by that party shall constitute effective delivery by that party of an executed copy of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

**SYNAPTIVE MEDICAL (BARBADOS) INC.**

By:   
Name: CAMERON PIRON  
Title: PRESIDENT

**CLEARCANVAS INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page - Trademark Assignment]

**SYNAPTIVE MEDICAL (BARBADOS) INC.**

By: \_\_\_\_\_

Name:

Title:

**~~CLEARCANVAS INCORPORATED~~**

By: \_\_\_\_\_

Name:

Title:



Clinton Chau

President

[Signature Page – Trademark Assignment]

**Schedule A**

**Registered Trademarks**

COUNTRY	IDENTIFIERS	FILING DATE	MARK
Canada	Application No. 1394309 Registration No. TMA792389	April 29, 2008	ClearCanvas
USA	Serial No. 77601535 Registration No. 3995552	October 27, 2008	ClearCanvas
USA	Serial No. 86189041 Registration No. 4601183	February 10, 2014	CLEOME

**Schedule B**

**Trademarks Pending Registration**

COUNTRY	IDENTIFIERS	FILING DATE	MARK
USA	Serial No. 86188776	Notice of Allowance issued September 9, 2014	IMAGEDRIVE
USA	Serial No. 86194800	Notice of Allowance issued August 16, 2014	CLEOMECAST