

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtronic, Inc.		01/29/2016	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Project Trojan IP Acquisition, LLC		
Street Address:	5171 Clareton Drive		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3181815	PROSTIVA	
CORRESPONDENCE DATA			
Fax Number:	3103273466		
<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:	310 755-7800		
Email:	abarrett@inskeeplaw.com		
Correspondent Name:	Inskeep Intellectual Property Group, Inc		
Address Line 1:	2281 W. 190th Street, Suite 200		
Address Line 4:	Torrance, CALIFORNIA 90504		
ATTORNEY DOCKET NUMBER:	145233-400 (PROSTIVA)		
NAME OF SUBMITTER:	James W. Inskeep, Esq.		
SIGNATURE:	/James W. Inskeep/		
DATE SIGNED:	02/18/2016		
Total Attachments: 7			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”), is made this 29th day of January, 2016 by and between Medtronic, Inc., a Minnesota corporation (the “**Assignor**”), and Project Trojan IP Acquisition, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

A. Pursuant to the terms of that certain Secured Party Sale Agreement dated on or about the date hereof by and among Assignor, as Seller, Assignee, and Project Trojan Acquisition LLC, a Delaware limited liability company, an affiliate of Assignee (“**URX Buyer**”), as Purchaser (the “**Purchase Agreement**”), Assignor and URX Buyer agreed, among other things, that Assignor would assign and transfer to Assignee all of Assignor’s right, title and interest in and to the: (i) trademarks, and related registrations pertaining thereto, set forth on **Schedule I** (the “**Marks**”) attached hereto and (ii) other intellectual property rights described on **Schedule II** attached thereto (the “**Other Medtronic IP**”). In accordance with the Purchase Agreement, Assignor wishes to assign to Assignee its rights, title and interest in the Marks and Other Medtronic IP and Assignee wishes to accept the assignment of the Marks and the Other Medtronic IP.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (each of which is incorporated by reference herein), the covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in all cases subject to the terms and conditions of the Purchase Agreement, the parties hereto agree as follows:

1. Definitions. Except as expressly set forth on Schedule I or Schedule II hereto, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Effective as of the consummation of the Closing, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all liens or encumbrances, all of Assignor's right, title, and/or interest in and to: (i) the Marks, together with the goodwill and other incidents associated with or symbolized by the Marks, and all rights to seek and collect damages and other relief for past and future infringement of the Marks and (ii) the Other Medtronic IP, together with all rights to renewal and extension with respect thereto, and all rights to seek and collect damages and other relief for past and future infringements of the Other Medtronic IP..

3. Acceptance. Effective as of the consummation of the Closing, Assignee hereby accepts the assignment by Assignor of the Marks and the Other Medtronic IP as set forth in Section 2 above.

4. Representations and Warranties. This Assignment is executed and delivered in accordance to the Purchase Agreement and the representations and warranties of Seller set forth in the Purchase Agreement with respect to Ancillary Documents apply to Assignor with respect to Assignor's obligations set forth in this Assignment and the representations and warranties of Purchasers set forth in the Purchase Agreement with respect to Ancillary Documents apply to Assignee with respect to Assignee's obligations set forth in this Assignment. Except for the representations and warranties expressly set forth in this Assignment or the Purchase Agreement, Assignor is assigning, and Assignee is accepting, the Marks and Other Medtronic IP "AS-IS," "WHERE-IS," "WITH ALL FAULTS," "WITH NO IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE" AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. 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 and control.

5. Recordation of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other applicable governmental office, agency or registrar (including the copyright and/or trademark office or agency of all applicable foreign countries), (a) to issue any and all issuances, registrations or applications therefor included in the Marks or Other Medtronic IP to Assignee as the assignee and owner of Assignor's entire right, title, and/or interest in, to such issuances, registrations or applications therefor and (b) to record Assignee as the assignee and owner of the Marks and Other Medtronic IP.

6. Undertaking. Assignor acknowledges and agrees that it shall not execute any instrument that conflicts with the terms of this Assignment.

7. Further Assurances. Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition, infringement or other proceeding that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to the fact of the assignment of rights hereunder.

8. Governing Law. This Assignment and the legal relations among the parties hereto will be governed by and construed in accordance with the internal substantive laws of the State of Minnesota (without regard to the laws of conflict that might otherwise apply) as to all matters, including matters of validity, construction, effect, performance and remedies.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

10. Counterparts. This Assignment may be executed in two counterparts (including electronic, e.g., .pdf counterparts), each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MEDTRONIC, INC.

PROJECT TROJAN IP ACQUISITION,
LLC

By: Tom Tefft
Name: Tom Tefft
Title: Senior Vice President

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MEDTRONIC, INC.

PROJECT TROJAN IP ACQUISITION,
LLC

By: _____

Name: Tom Tefft

Title: Senior Vice President

By: Bryan Merade

Name: Bryan Merade

Title: Chief Executive Officer

[SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 005735 FRAME: 0569

Schedule I**Marks**

Trademark Name	Serial Number	Status	Registration #
PROSTIVA United States of America	78/592353	Registered - 12/5/06	3181815
PROSTIVA Argentina	2590312	Registered - 9/13/06	2113280
PROSTIVA Australia	1054917	Registered - 1/27/06	1054917
PROSTIVA Brazil	827501196	Registered - 6/17/08	827501196
PROSTIVA Canada	1257887	Registered - 9/27/07	697468
PROSTIVA European Community	004456224	Registered - 6/16/06	004456224
PROSTIVA Japan	40906/2005	Registered - 1/6/06	4919305
PROSTIVA Korea, Republic of	40-2005-26917	Registered - 7/31/06	40-672342
PROSTIVA Mexico	795374	Registered - 11/21/07	1012365

Schedule II

Other Medtronic IP

Copyright rights in the content owned by Assignor in the marketing and sales materials related to the Prostiva[®] RF Therapy system, including without limitation, the Prostiva[®] RF Therapy Generator, the Prostiva[®] RF Therapy Hand Piece, Prostiva[®] RF Therapy Return Electrode, Prostiva[®] RF Therapy Tubing System, and the Prostiva[®] RF Therapy Telescope or any related devices (“Products”) provided to URX Buyer pursuant to the Purchase Agreement, to the extent the content relates solely to the Products or manufacture, use or sale of the Products; **provided, however**, Other Medtronic IP shall not include information about any individual or patient, including the use of their name, photographic likeness, date of birth, sex, occupation, nationality or health information.

Copyright rights and other non-patent intellectual property rights owned by Assignor in the following domain names:

Vidamed.com
Prostiva.com
Takecontrolofyourflow.com
Getoffyourmeds.com
Getoutofthebathroom.com
Bphtreatment.com

Copyright rights in the Prostiva RF Therapy-related website content owned by Assignor found on the above-identified websites.

Copyright rights and trade secret rights in the content owned by Assignor in the documents and electronic files provided to URX Buyer pursuant to the Purchase Agreement to the extent such content relates solely to the Products or the manufacture, use or sale of the Products.

Copyright rights and trade secret rights within the intellectual rights owned by Assignor that relate solely to the manufacture, use, or sale of the Prostiva RF Therapy Generator, including the Prostiva therapy application software as used in the Prostiva RF Therapy Generator as of the Closing Date.

Rights to Adobe FrameMaker, Word, 3D cad, Excel or other software programs that may be incorporated in such electronic files are not “Other Medtronic IP”.