

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hancock Jaffe Laboratories, Inc.		03/18/2016	Corporation: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Serial Number:	73607549	PROCOL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dykemand@gtlaw.com		
Correspondent Name:	David J. Dykeman		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	092341-047600		
NAME OF SUBMITTER:	David J. Dykeman		
SIGNATURE:	/David J. Dykeman/		
DATE SIGNED:	03/27/2017		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of March 18, 2016 by Hancock Jaffe Laboratories, Inc., a Delaware corporation (the "Assignor"), to LeMaitre Vascular, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Trademarks");

WHEREAS, Assignor has certain ongoing and existing business pertaining to the Trademarks, including but not limited to the promotion of market opportunities pertaining to the Trademarks and artistic works, such as opportunities for the manufacture and sale of medical devices; and various other business activities relating to the Trademarks;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated the date hereof, by and between Assignor and Assignee (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee agreed to purchase the Purchased Assets, including, all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Effective upon the Closing Date, Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, all right, title, and interest now and hereafter in force and effect that Assignor has, may have, or hereafter acquire in and to the Trademarks, including but not limited to the business and goodwill pertaining to the Trademarks, and all other rights that arise from or relate to the Trademarks, in the United States and/or any foreign countries.

2. Commissioner of Patents and Trademarks. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns, and other legal representatives in accordance with this Assignment. 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.

3. Further Assurances. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary to secure and maintain protection on the Trademarks and any other Product IP 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 be necessary.

4. Construction. This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to choice or conflicts of law principles that would result in the application of any laws other than the laws of the Commonwealth of Massachusetts. 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 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 Product IP to Assignee.

7. Binding Effect. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor, its successors, and any and all other persons claiming by, through, or under any of them.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Trademarks has been executed and delivered as of the date written above.

ASSIGNOR:

HANCOCK JAFFE LABORATORIES, INC.

By: *[Signature]*
Name: NORMAN JAFFE
Title: PRESIDENT

Acknowledgement by Notary Public

State of California)
) ss.
County of Orange)

*See Separate Notary
Acknowledgment*

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the above and foregoing Assignment, and acknowledged to me that he executed it.

Notary Public

My commission expires:

AGREED TO AND ACCEPTED:

ASSIGNEE

LEMAITRE VASCULAR, INC.

By: *[Signature]*
Name: David Roberts
Title: President

Signature Page to Assignment of Trademarks

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. Date</u>	<u>Reg. No.</u>
ProCol	United States	Registered	07-02-1986	73607549
ProCol	Canada	Registered	11-07-1986	TMA342745
ProCol	Switzerland	Registered	10-28-1986	P354236

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

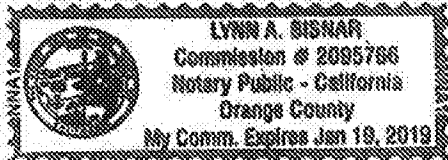
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On March 16, 2016 before me, Lynn A. Bisnar, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Norman Jaffe
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature Lynn A. Bisnar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Trademarks Document Date: 3/16/16
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: