## 900489177 03/12/2019

# TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:RESUBMISSIONNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLRESUBMIT DOCUMENT ID:900479579

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Applied Medical Resources Corporation		09/20/2018	Corporation: CALIFORNIA

#### **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
Registration Number:	2649711	LATIS

## **CORRESPONDENCE DATA**

Fax Number:

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.

Email: stokesb@gtlaw.com
Correspondent Name: Bethany Stokes

Address Line 1: Greenberg Traurig, LLP

Address Line 2: One International Place, Suite 2000
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 092341-047900

NAME OF SUBMITTER: Bethany A. Stokes

SIGNATURE: /Bethany A. Stokes/

DATE SIGNED: 03/12/2019

**Total Attachments: 5** 

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of September 20<sup>th</sup>, 2018, by Applied Medical Resources, a California 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

TRADEMARK REEL: 006609 FRAME: 0724 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 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. <u>Counterparts</u>. 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 State of Delaware without regard to choice or conflicts of law principles that would result in the application of any laws other than the laws of the State of Delaware. 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 Assignor's Trademarks 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]

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

# **ASSIGNOR:**

# APPLIED MEDICAL RESOURCES CORPORATION

By:
Name: Gary Johnson
Title: Group President

Acknowledgement by	Notary Public
State of [STATE] )	
County of [COUNTY] ( )	
On this day of, 20  Public, personally appeared proved to me on the basis of satisfactory exide above and foregoing Assignment, and acknowledge above and satisfactory exidence.	
	Notary Public
My commission expires:	
AGREED TO AND ACCEPTED:	
ASSIGNEE	
LEMAITRE VASCULAR, INC.	
By: Name: David Roberts	

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

A notary public or other officer completing this certifica document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the le truthfulness, accuracy, or validity of that document.
State of California  County of	Here Insert Name and Title of the Officer  Son Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.
SHERI A. DANDO Commission # 2138202 Notary Public - California Ocenge County	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  Signature of Notary Public
Place Notary Seal Above	TIONAL
Though this section is optional, completing this	information can deter alteration of the document or form to an unintended document.
Description of Attached Document  Title or Type of Document: Assignment  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:

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# EXHIBIT A

# Trademarks Fully Assigned

<u>Trademark</u>	Jurisdiction	Status & Renewal Date	App. Date	Reg. No.	
PYTHON United States		Registered, Renewal due December 7, 2024	December 5, 2003	2,908,047	
PYTHON	Canada	Registered, Renewal due July 20, 2020	May 7, 2004	644,673	
PYTHON	European Union	Registered, Renewal due March 20, 2027	March 20, 1997	493452	
PYTHON	Japan	Registered, Renewal due December 18, 2018	March 25, 1997	4222910	
SYNTEL United States		Registered, Renewal due December 26, 2020	April 10, 1998	2,416,183	

# Trademarks Partially Assigned

<u>Trademark</u>	Jurisdiction	Status & Renewal Date	App. Date	Reg. No.	Portion Assigned
LATIS	United States	Registered, Renewal due November 12, 2022	April 10, 1998	2,649,711	Goods in Class 010 related to "Catheters used for occlusion and removal of thromboemboli."

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