

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC1 LLC		11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goodman Co., Ltd.		
Street Address:	5F KDX Nagoya Sakae Building		
Internal Address:	5-3, 4, Sakae, Naka-ku		
City:	Nagoya, Aichi		
State/Country:	JAPAN		
Postal Code:	460-0008		
Entity Type:	Limited Company: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2480286	VECTRA	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	415.954.0200		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Audrey Nicolson		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	122319.00001		
NAME OF SUBMITTER:	Audrey Nicolson		
SIGNATURE:	/audrey nicolson/		
DATE SIGNED:	11/23/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of November 20, 2020 ("Effective Date"), by and between TC1 LLC, a limited liability company organized and existing under the laws of the State of Delaware ("TC1"), and Goodman Co., Ltd., a limited company organized under the laws of Japan located at 5F KDX Nagoya Sakae Building, 5-3, 4, Sakae, Naka-ku, Nagoya, Aichi, JAPAN, 460-0008 ("Goodman").

WHEREAS, TC1 owns all right, title and interest in and to the trademarks, both registered and unregistered, shown on Schedule A hereto (hereinafter called the "Trademarks");

WHEREAS, TC1 has adopted, used and is using the Trademarks;

WHEREAS, Goodman is desirous of acquiring the Trademarks and all common law rights therein;

WHEREAS, pursuant to that certain Asset Purchase Agreement ("Purchase Agreement") between Thoratec LLC, a California limited liability company, TC1, and Goodman, dated as of February 28, 2020, TC1 has agreed to assign and has assigned to Goodman the Trademarks, together with the registrations thereof and the goodwill of the business associated therewith and symbolized thereby; and

WHEREAS, TC1 and Goodman have agreed to enter into this Assignment as further evidence of TC1's assignment of its rights in and to the Trademarks pursuant to the Purchase Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, TC1 hereby sells, conveys, assigns and transfers to Goodman and Goodman's successors, assigns, and nominees, TC1's entire right, title and interest in and to the Trademarks including all common law rights therein together with the goodwill of the business symbolized by the Trademarks, including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Goodman, its successors, assigns, and legal representatives.
2. Further Assurances. TC1 further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the Trademarks. In addition, and without limiting the generality of the foregoing, TC1 further agrees, at the request of Goodman or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Trademarks, and to otherwise aid Goodman or its successors in interest in enforcing intellectual property rights in the Trademarks.

3. Power of Attorney. TC1 hereby constitutes and appoints Goodman and Goodman's successors and assigns as TC1's true and lawful attorneys with full power of substitution, in TC1's name and stead but on behalf and for the benefit of Goodman and Goodman's successors and assigns, to demand and receive any and all of the Trademarks and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Goodman and Goodman's successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Goodman or Goodman's successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Trademarks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, assigned and transferred, or intended so to be sold, conveyed, assigned and transferred, and to do all acts and things in relation to the Trademarks which Goodman or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and shall be irrevocable by TC1 or by dissolution of TC1 or in any manner or for any reason whatsoever.
4. Governing Law. The formation, construction, and performance of this Assignment, including the rights and duties of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment hereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

* * * * *

IN WITNESS WHEREOF, TCI and Goodman have caused this Trademark Assignment Agreement to be executed and deemed effective by their respective duly authorized officers as of the Effective Date.

TCI LLC

By: 
Name: Keith Boettiger
Title: President

GOODMAN CO., LTD.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, TC1 and Goodman have caused this Trademark Assignment Agreement to be executed and deemed effective by their respective duly authorized officers as of the Effective Date.

TC1 LLC

By: _____
Name: _____
Title: _____

GOODMAN CO., LTD.

By:  _____
Name: Yasushi Oyama
Title: President & CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A
TRADEMARKS

<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REGISTRATION NUMBER</u>
VECTRA	EUTM	800797
VECTRA	UNITED STATES	2480286
VECTRA	JAPAN	4720639