

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artegraft, Inc.		06/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LeMaitre Vascular, Inc.		
Street Address:	63 Second Ave		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2695866	ARTEGRAFT	
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:	BOSIPMAIL@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:	092341-048900		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	12/09/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made, entered into and effective as of this June 22, 2020 (“the “**Effective Date**”), by LeMaitre Vascular, Inc., a Delaware corporation (“**Assignee**”), and Artegraft, Inc., a Delaware corporation (“**Assignor**”). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated June 22, 2020 (the “**Purchase Agreement**”), by and between Assignor and Assignee.

RECITALS:

WHEREAS, the Purchase Agreement provides for the Transfer by Assignor of certain property more particularly described in the Purchase Agreement to Assignee in exchange for the Purchase Price, as calculated pursuant to Section 2.2 of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement Assignor has agreed to assign to Assignee all Intellectual Property owned or purported to be owned by Assignor to Assignee, and Assignee has agreed to accept such assignment, including the registered trademarks set forth in Schedule 1 attached hereto (the “**Assigned Trademarks**”); and

WHEREAS, the Assignor has agreed to execute this Assignment to enable the Assignee to record the assignment of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, each party agrees as follows:

- 1. Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks.
- 2. Recording this Assignment.** The parties hereby authorize the relevant authority at the United States Patent and Trademark Office or other applicable trademark office to record this Assignment. Assignee agrees that it is its responsibility to record this Assignment.
- 3. Further Assurances.** Assignor agrees to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee’s rights hereunder and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.
- 4. Entire Agreement.** This Assignment, together with *the* other applicable provisions of the Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). 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. All matters relating to the transfer of the Assigned IP to Assignee and not expressly regulated hereunder, will be deemed to be regulated by the Purchase Agreement. This Assignment is not intended to enlarge or reduce the rights of the parties under the Purchase Agreement, but is intended to carry out the terms therein.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is freely assignable by the Assignee but may not be assigned by the Assignor, including without limitation by operation of law, without the prior written consent of the Assignee; *provided, however*, that any such assignment by the Assignee shall not relieve it of its obligations hereunder. For purposes of this Assignment, the term "assignment" shall include the consolidation or merger of a party with and into a third party or the sale of all or substantially all of the assets or business of a party. Any attempted assignment in violation of this Assignment shall be null and void.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive Laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof. Each party to this Assignment agrees that, in the event such party elects to initiate litigation against the other party, such party shall, and may only, file such litigation in the state or federal courts of Massachusetts. Each party to this Assignment hereby expressly and irrevocably waives any claim or defense in any action or proceeding brought in said jurisdiction and courts based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis. Each party to this Assignment hereby irrevocably consents to service of process in the manner provided for notices in Section 7.9 of the Purchase Agreement. Nothing in this Assignment shall affect the right of any party to this Assignment to serve process in any other manner permitted by applicable Law.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Assignment (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or other fixed image form) shall be sufficient to bind the parties to the terms and conditions of this Assignment.

Signatures on following page.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized respective officers, all as of the date first written above.

ASSIGNOR:

Artegraft, Inc.

By: 

Name: Anthony Calandra

Title: Chairman of the Board

ASSIGNEE:

LeMaitre Vascular, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized respective officers, all as of the date first written above.

ASSIGNOR:

Artegraft, Inc.

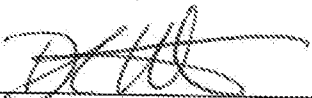
By: _____

Name: Anthony Calandra

Title: Chairman of the Board

ASSIGNEE:

LeMaitre Vascular, Inc.

By:  _____

Name: David B. Roberts

Title: President

SCHEDULE 1

Assigned Trademarks

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
Artegraft®	US	2695866	005 Bovine carotid artery for use as a substitute conduit for blood in humans	Mar. 11, 2022-Mar. 13, 2023: Filing period for Section §8 Declaration and §9 Application for Renewal
Fistula in a Bottle® ¹	US	5551218	005 Vascular Grafts	Aug. 28, 2023-Aug. 28, 2024: Filing period for Section §8 Declaration
Arterial Conduit in a Bottle ²	n/a	n/a	n/a	n/a

¹ Note to Purchaser: This trademark cannot be used on Artegraft's products.

² Note to Purchaser: This trademark is unregistered.