# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM708772

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.		01/20/2022	Corporation: MINNESOTA

# **RECEIVING PARTY DATA**

Name:	Enterra Medical, Inc.
Street Address:	50 Clay Cliffe Drive
City:	Excelsior
State/Country:	MINNESOTA
Postal Code:	55331
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6136441	ENTERRA
Registration Number:	2830236	ENTERRA

# **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.

jennifer.rezac@stinson.com Email: Correspondent Name: Joel D. Leviton, Stinson LLP Address Line 1: 50 South Sixth Street, Suite 2600 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	3523730.0002
NAME OF SUBMITTER:	Joel D. Leviton
SIGNATURE:	/Joel D. Leviton/
DATE SIGNED:	02/16/2022

# **Total Attachments: 5**

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> **TRADEMARK** REEL: 007636 FRAME: 0092

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of January 20, 2022, by and between Medtronic, Inc. (the "<u>Assignor</u>"), and Enterra Medical, Inc., ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of January 20, 2022, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to: (a) the trademarks and trademark registrations set forth on Attachment A hereto (the "Trademarks") together with the goodwill connected with the use of, and symbolized by, the Trademarks; (b) all rights of any kind of Assignor accruing under the Trademarks provided by applicable law of any jurisdiction where such Trademarks are registered; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks; and (d) any and all claims and causes of action with respect to the Trademarks, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its legal representatives as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee.
- 3. <u>Successors and Assigns</u>. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assign	r: MEDTRONIC	, INC.		
	DocuSigned by:			
	Chris Cleary			
	SEARCE SBUASAAL			
<b>A</b> •			INC.	

AGREED TO AND ACCEPTED:

Assignee: ENTERRA MEDICAL, INC.

IN WITNESS WHEREOF	, Assignor has	executed	this	Trademark	Assignment	as	of ·	the
date first written above.	_				_			

Assignor: MEDTRONIC, INC.

AGREED TO AND ACCEPTED:

Assignee: ENTERRA MEDICAL, INC.

--- DocuSigned by:

873666710DDA4CC... Timothy Herbert

Chairman

# ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Goods and Services	Country	Owner of Record	Status
ENTERRA	88853922	March 31, 2020	6136441	August 25, 2020	Medical devices, namely, pulse generators for neurostimulation and muscle stimulators in the nature of electronic nerve stimulators for medical purposes; electronic muscle stimulators for medical purposes; and medical purposes; and instruments for treating gastric diseases or disorders	United States	Medtronic, Inc.	Registered
ENTERRA	78/263516	June 17, 2003	2830236	April 6, 2004	Medical therapy for the treatment of gastroparesis	United States	Medtronic, Inc.	Registered
ENTERRA	45519853	April 17, 2020	45519853	December 7, 2020	Medical surgical equipment and instruments; electronic nerve stimulators for medical purposes; electronic muscle stimulators for medical purposes; electrodes for medical use; galvanic belts for medical purposes.	China	Medtronic, Inc.	Registered

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ENTERRA	ENTERRA
UK00918225704	018225704
April 14, 2020	April 14, 2020
UK00918225704	018225704
August 13, 2020	August 13, 2020
Medical services; medical therapy for the treatment of gastroparesis	Medical devices, namely, pulse generators for neurostimulation and muscle stimulators in the nature of electronic nerve stimulators for medical purposes; electronic muscle stimulators for medical purposes; and medical purposes; and medical apparatus and instruments for treating gastric diseases or disorders
United Kingdom	European Union
Medtronic, Inc.	European Medtronic, Union Inc.
Registered	Registered

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**RECORDED: 02/16/2022**