

Form PTO-1595 (Rev. 03-09)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Kensey Nash Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Kensey Nash Holding Corporation

Internal Address: _____

Street Address: 3411 Silverside Road

City: Wilmington

State: DE

Country: USA Zip: 19810

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/15/2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,652,546

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kensey Nash Corporation

Internal Address: Jeffrey C. Kelly

Street Address: 735 Pennsylvania Drive

City: Exton

State: PA Zip: 19341

Phone Number: 484-713-2140

Fax Number: 484-713-2909

Email Address: Jeff.Kelly@kenseynash.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

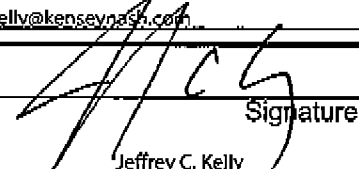
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-1671

Authorized User Name Jeffrey C. Kelly

9. Signature:


Signature
Jeffrey C. Kelly
Name of Person Signing

8/25/2010
Date

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501671 6652546

Execution Copy

CLOSURE INTELLECTUAL PROPERTY ASSIGNMENT 4.1

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into this 15th day of September 2009, by and between **KENSEY NASH CORPORATION**, a Delaware corporation with a principal place of business at 735 Pennsylvania Drive, Exton, PA 19341 (the "Assignor") and **KENSEY NASH HOLDING CORPORATION**, a Delaware corporation with a principal place of business at 3411 SilverSide Road, Wilmington, DE 19810, (the "Assignee").

WHEREAS, the Assignor desires to assign to the Assignee the entire right, title and interest in and to the Intellectual Property (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

The following definitions shall apply to this Assignment:

"Copyrights" means all copyrights, including without limitation moral rights and rights of attribution and integrity, copyrights in software and in the content contained on any web site, and registrations and applications for any of the foregoing, and rights to sue for past infringement thereof, including, without limitation, the registrations set forth on Schedule A attached hereto.

"Intellectual Property" means Copyrights, Patents, Trademarks and Trade Secrets owned or used by Assignor.

"Patents" means all inventions reduced to practice, either constructively or actually, all improvements, patent applications, and issued patents owned by Assignor, and any and all related issued patents or pending United States, international, or non-United States applications, including any and all foreign counterparts, renewals, reissues, substitutions or additions, re-examinations, divisionals, continuations and continuations-in-part claiming priority thereto set forth on Schedule B attached hereto.

"Trademarks" means all trademarks, service marks, trade names, domain names, brand names, corporate names, designs, logos, emblems, signs or insignia, slogans, other similar designations of source or origin and general intangibles of like nature, together with goodwill of the business symbolized by any of the foregoing, registrations and applications relating to any of the foregoing, and rights to sue for past infringement thereof, whether foreign or domestic, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Schedule C attached hereto.

"Trade Secrets" means all trade secrets including, without limitation, trade secrets of the following nature: financing and marketing information, technology, know-how, inventions, proprietary processes, formulae, algorithms, models and methodologies and rights to sue for past infringement.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States, and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

PATENTS

3. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Patents, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

TRADEMARKS

5. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business that is symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States, and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

6. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

TRADE SECRETS

7. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets.

GENERAL

9. Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may be modified in a written instrument executed by the parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.


13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.


(Signature page to Intellectual Property Assignment follows)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

KENSEY NASH CORPORATION

By: 
Name: J.W. KAUFMAN
Title: PRES.

KENSEY NASH HOLDING CORPORATION

By: 
Name: J.W. KAUFMAN
Title: PRES.

Schedule A

COPYRIGHT REGISTRATION

None.

Schedule B

PATENTS

Docket Number	Application Number	Type of Patent Filing	Application Date	Patent Issued Number	Filing Country
P-338	09/690,976	Utility	Oct. 18, 2000	6,652,546	US

Schedule C
TRADEMARKS

None.

Schedule D

TRADE SECRETS

None.