

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ostia Solutions, LLC	01/20/2012
RECEIVING PARTY DATA	
Name:	Merit Medical (NRI) Ireland Limited
Street Address:	25/28 North Wall Quay
City:	Dublin
State/Country:	IRELAND
Postal Code:	1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7651520
CORRESPONDENCE DATA	
Fax Number:	
Phone:	801-208-4793
Email:	jwagner@merit.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Judy Wagner
Address Line 1:	1600 West Merit Parkway
Address Line 4:	South Jordan, UTAH 84095
ATTORNEY DOCKET NUMBER:	OSTIAL PRO
NAME OF SUBMITTER:	Judy Wagner
Total Attachments: 3 source=Assignment of Patents and Application (Merit) (Ostia)#page1.tif source=Assignment of Patents and Application (Merit) (Ostia)#page2.tif source=Assignment of Patents and Application (Merit) (Ostia)#page3.tif	

OP \$40.00 7651520

ASSIGNMENT

In consideration of the Purchase Price as set forth in that certain Asset Purchase Agreement dated January 20, 2012 (the "Asset Purchase Agreement"), by and among Merit Medical (NRI) Ireland Limited, an Irish corporation ("Assignee"), Merit Medical Systems, Inc., a Utah corporation, and Ostial Solutions, LLC, a Michigan limited liability company ("Assignor"), and other good and valuable consideration, Assignor hereby sells, assigns, transfers and conveys to Assignee any and all of Assignor's entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, in the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in, to and under the inventions identified by the Serial Numbers and Patent Numbers, if available, set forth below, and more particularly described on the attached Exhibit A, which is incorporated by this reference, for which the United States Patent and Trademark Office issued patents or for which a patent application has been filed,

1. Serial No.: 11/975,196 Patent No.: US 7,651,520 B2

and

(b) in any and all applications that claim the benefit of the patents listed on the attached Exhibit A, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or letters patent therefore listed on the attached Exhibit A, to the full extent of the term or terms for which letters patents issue, and

(c) in any and all inventions described in the patents or patent applications described herein, and in any and all forms of intellectual and industrial property protection derivable from such patents or patent applications, and that are derivable from any and all continuing patents, applications, reissues, extensions, renewals and reexaminations of such patents or patent applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefore;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this sales assignment, transfer and conveyance not been made.

Assignor agrees to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as Assignee may deem necessary or expedient.

Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

PATENT

Execution Version

This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith. The purpose of this instrument is solely to effect the transactions contemplated by the Asset Purchase Agreement. Nothing in this instrument is meant to or shall be construed to affect in any way the warranties, representations, agreements and covenants of Assignor or Assignee set forth in the Asset Purchase Agreement, the conditions provided in the Asset Purchase Agreement under which Assignor or Assignee shall be liable for breaches of any such warranties, representations, agreements or covenants, or limitations on the liability for such breaches under the Asset Purchase Agreement, it being the express intention and agreement of the parties that the specific rights of each party with respect to the foregoing are to be determined solely from and governed by the Asset Purchase Agreement. This instrument shall be binding upon Assignor and its legal representatives, successors and assigns and inure to the benefit of Assignee and its legal representatives, successors and assigns.

Capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to them in the Asset Purchase Agreement.

This Assignment shall be governed by and construed under the laws of the State of Delaware without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date set forth below.

Effective as of January 20, 2012

Signature of Assignor:

OSTIAL SOLUTIONS, LLC

By: Robert K. Plummer
Name: Robert K. Plummer
Title: CEO

State of Michigan)
: ss.
County of Kalamazoo)

On this 26th day of March, 2012, before me, the undersigned Notary Public, personally appeared Robert K. Plummer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the above and foregoing Assignment, and acknowledged to me that he executed it.

(Seal)

CATHY GREENLEE
NOTARY PUBLIC, STATE OF MI
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES Apr 24, 2018
ACTING IN COUNTY OF

Cathy Greenlee
Notary Public

My commission expires: April 24, 2018

EXHIBIT A

I. PATENTS/PATENT APPLICATIONS

(1)	Title:	MEANS AND METHOD FOR THE ACCURATE PLACEMENT OF A STENT AT THE OSTIUM OF AN ARTERY
	Type:	Utility
	Serial No.	11/975,196
	Pat. No.	US 7,651,520 B2
	Jurisdiction:	United States
	Filing Date:	October 18, 2007
	Issued Date:	January 26, 2010
	Inventor(s):	Robert E. Fischell, Tim A. Fischell, David R. Fischell, Mark E. Zyzelewski

(2)	Title:	INTRODUCER SHEATH FOR THE OSTIAL PLACEMENT OF A STENT
	App. No.	10/310,209
	App. Date:	December 6, 2002