

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3508351

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VESOCCLUDE MEDICAL, LLC	08/28/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SYMMETRY SURGICAL VESOCCLUDE, LLC	
<b>Street Address:</b>	3034 OWEN DRIVE	
<b>City:</b>	ANTIOCH	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37013	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8042687
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(603)668-8567	
<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>		
<b>Phone:</b>	603-668-1400	
<b>Email:</b>	tsullivan@hayes-soloway.com	
<b>Correspondent Name:</b>	TODD A. SULLIVAN	
<b>Address Line 1:</b>	175 CANAL STREET	
<b>Address Line 4:</b>	MANCHESTER, NEW HAMPSHIRE 03101	
<b>ATTORNEY DOCKET NUMBER:</b>	SSV 15.05	
<b>NAME OF SUBMITTER:</b>	TODD A. SULLIVAN	
<b>SIGNATURE:</b>	/todd a. sullivan/	
<b>DATE SIGNED:</b>	09/01/2015	
<b>Total Attachments: 4</b>		
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**INTELLECTUAL PROPERTY ASSIGNMENT**  
**AND ASSUMPTION AGREEMENT**

This Intellectual Property Assignment and Assumption Agreement (this “**Assignment**”) is made effective this 28th day of August 2015, by and between VesOcclude Medical, LLC, a North Carolina limited liability company (“**Assignor**”), and Symmetry Surgical Vesocclude, LLC, a Delaware limited liability company whose business address is 3034 Owen Dr. Antioch, TN 37013 (“**Assignee**”).

WHEREAS, Assignor is the record owner of the patent, trademark, domain name and other intellectual property and know how set forth on Schedule A (collectively the “**IP**”);

WHEREAS, Assignor has used and continues to use the IP in commerce in connection with its business;

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the IP in conjunction with that certain Asset Purchase Agreement dated as of the date hereof by and between the parties (the “**Agreement**”) (capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Agreement); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in the IP;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. **Assignment.** Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, Assignor’s entire right, title and interest in and to the IP, along with any associated goodwill owned by Assignor which arises from the use of the IP, and including Assignor’s right to use the IP in commerce in connection with the Purchased Assets to be acquired by Assignee under the Agreement, the same to be held and enjoyed by Assignee, for Assignee’s own use and benefit, and for Assignee’s successors, legal representatives and assigns.

2. **Ongoing Assistance.** For a period of twenty four (24) months following the date hereof, Assignor agrees to provide reasonable assistance to Assignee in connection with the provision of the necessary information to permit Assignee at its expense to effect, record and perfect the transfer of the registrations of the IP, including executing and delivering any needed executed transfers, assignments, conveyances, and powers of attorney to permit Assignee to record its ownership of such IP, and Assignor agrees to reasonably cooperate with Assignee in filing appropriate documents at Assignee’s expense to cancel all filings worldwide related to the IP that are in favor of Assignee or any of its Affiliates.

3. **Litigation and Enforcement.** Assignor and its employees shall also, upon Assignee’s request, provide promptly to Assignee or its designee all pertinent facts and documents related to the IP, as may be accessible to or known by Assignor and its employees and will testify to the same in any litigation or similar proceeding related thereto; provided, however, that Assignee shall reimburse Assignor for reasonable out-of-pocket expenses incurred in connection with such activities. Assignor and its employees shall, upon Assignee’s reasonable request and at Assignee’s expense, promptly execute and deliver to Assignee or its designee any and all papers, instruments or affidavits required to obtain, maintain, defend, issue, and enforce the Patents. If the inventors of the IP leave the employment of Assignor, Assignor will reasonably cooperate with Assignee in obtaining any information requested from such inventor.

4. **Miscellaneous.**

a. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that parties need not sign the same counterpart.

b. The parties further agree that counterparts to this IP Assignment may be delivered by facsimile or electronic transmission.

c. No amendment to this Assignment shall be effective unless it is signed by the party against whom enforcement is sought.

d. No failure to seek a remedy for, or enforce, a right or claim herein shall operate as a waiver of rights to seek a remedy for or enforcement of a subsequent claim or right.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment and Assumption Agreement to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

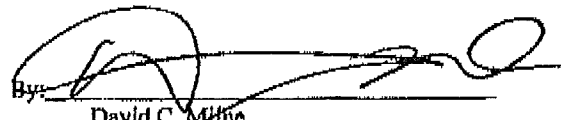
VESOCCLUDE MEDICAL, LLC

ASSIGNEE:

SYMMETRY SURGICAL VESOCCLUDE, LLC

By: SPECIALTY SURGICAL  
INSTRUMENTATION, INC. D/B/A  
SYMMETRY SURGICAL INC.,  
its Member

By:   
J. Stephen Holmes  
Manager

By:   
David C. Millie  
Chief Administrative Officer, General Counsel  
& Corporate Secretary

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

**SCHEDULE A**

Intellectual Property Type	Described	Status	Owner	Registration #	Jurisdiction (where registered)	Maintenance Fees
Patent	Patent No. US 8,042,687 B2	Issued	Vesoclude	Application # 12136593	US Patent and Trademark Office	\$800.00
Trademark	SureGrip™, vesoclude™	Common Law	Vesoclude	N/A	N/A	N/A
Domain Name	<a href="http://www.vesocclude.com">www.vesocclude.com</a> <a href="http://www.vesoccludemedical.com">www.vesoccludemedical.com</a>	Active	Vesoclude	Domain Name	Domain Admin: ATLANTIC BT	\$74.97 for 3 years
Logo		Active	Vesoclude	N/A	N/A	N/A
Designs – Clip Know How	Clip/Process; Design and Process combined to meet current unique specifications	Active	Vesocclude	N/A	N/A	N/A
Designs – Cartridge Assembly Know How	Including patent above assembly is also radiopaque	Active	Vesocclude	N/A	N/A	N/A
Designs – Appliers Know How	Applier/Process SureGrip™ shanks	Active	Vesocclude	N/A	N/A	N/A

**PATENT**

**REEL: 036468 FRAME: 0404**

**RECORDED: 09/01/2015**