506117314 06/22/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6164038

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		COLLATERAL ASSIGNMENT OF PATENTS					
CONVEYING PARTY	DATA						
		Name	Execution Date				
LEMAITRE VASCULA	AR, INC.		06/22/2020				
RECEIVING PARTY [
Name:	KEYBAN	ANK NATIONAL ASSOCIATION					
Street Address:	127 PUBL	PUBLIC SQUARE					
City:	CLEVELA	EVELAND					
State/Country:	ОНЮ	ОНЮ					
Postal Code:	44114						
	PS Total: 6						
Property Typ		Number					
Patent Number:		77800					
Patent Number:		06178					
Patent Number:		91614					
Patent Number:		79927					
Patent Number:		32961					
Patent Number:	D5	596741					
	21) I be sent to th	16)579-0212 ne e-mail address first; if that is unsu f that is unsuccessful, it will be sent					
		6-586-3939					
Phone:		artini@jonesday.com, pcyngier@jonesday.com					
Email: Correspondent Name	e: KA	THLEEN A. MARTINI/JONES DAY					
Email: Correspondent Name Address Line 1:	e: KA 90	THLEEN A. MARTINI/JONES DAY 1 LAKESIDE AVENUE					
Email: Correspondent Name Address Line 1:	e: KA 90	THLEEN A. MARTINI/JONES DAY					
Email: Correspondent Name Address Line 1: Address Line 4:	e: KA 90 CL	THLEEN A. MARTINI/JONES DAY 1 LAKESIDE AVENUE					
Email: Correspondent Name Address Line 1: Address Line 4:	e: KA 90 CL NUMBER:	ATHLEEN A. MARTINI/JONES DAY 1 LAKESIDE AVENUE EVELAND, OHIO 44114					
Phone: Email: Correspondent Name Address Line 1: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER	e: KA 90 CL NUMBER:	ATHLEEN A. MARTINI/JONES DAY 1 LAKESIDE AVENUE EVELAND, OHIO 44114 601755-185118					
Email: Correspondent Name Address Line 1: Address Line 4: ATTORNEY DOCKET AME OF SUBMITTER	e: KA 90 CL NUMBER:	ATHLEEN A. MARTINI/JONES DAY 1 LAKESIDE AVENUE EVELAND, OHIO 44114 601755-185118 KATHLEEN A. MARTINI					

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COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of June 22, 2020 ("<u>Agreement</u>"), between LeMaitre Vascular, Inc., a Delaware corporation (together with its successors and assigns, the "<u>Assignor</u>"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "<u>Administrative Agent</u>"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of June 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Assignor, the lenders party thereto (the "<u>Lenders</u>"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of June 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. <u>Defined Terms</u>. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. <u>Assignment and Grant of Security Interest</u>. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);

(iii) all Patents issued by any other country or any office, agency or other Governmental Authority thereof;

(iv) all applications for Patents to be issued by any office, agency or other Governmental Authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all goodwill related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. <u>Reference to Separate Security Agreement</u>. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. <u>Governing Law</u>. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York, without application of the rules regarding conflicts of laws.

Section 5. <u>Miscellaneous</u>. Delivery of an executed signature page to this Agreement by facsimile shall be effective as delivery of a manually executed copy of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

LEMAITRE VASCULAR, INC.

By:

Name: Joseph P. Pellegrino, Jr. Title: Chief Financial Officer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION; as Administrative Agent By:_

Name: Thomas A. Crandell Title: Senior Vice President

[Nignature Page to Collateral Assignment of Patents]

NAI-1513478358

PATENT REEL: 052997 FRAME: 0866

Schedule A to Collateral Assignment of Patents

Title	App. No.	Filed Date	Patent No.	Grant Date	Current Owner	Status
Methods And Apparatus For Removing Veins	11360595	2/24/06	8177800	5/15/12	LeMaitre Vascular, Inc.	Granted
Apparatus And Method For Crossing A Position Along A Tubular Body Structure	09709762	11/10/00	6506178	1/14/03	LeMaitre Vascular, Inc.	Granted
Over-The-Wire Valvulotomes	13166137	6/22/11	8491614	7/23/13	LeMaitre Vascular, Inc.	Granted
Systems and Methods for Remote Endarterectomy	13350377	1/13/12	8579927	11/12/13	LeMaitre Vascular, Inc.	Granted
Over-the-Wire Valvulotomes	13908469	6/3/13	9232961	1/12/16	LeMaitre Vascular, Inc.	Granted
Vessel Closure Clip	29322458	8/5/08	D596741	7/21/09	LeMaitre Vascular, Inc.	Granted

NAI-1513478358v3

RECORDED: 06/22/2020