Doc Code:

DRM FTÖ-1594 (Modified)		Docket No.:
Rev. 07/05) MB NO. 0551-0027 (exp. 6/50/2008) RECORDATION FO		Cardiovations
TRADEMARKS / SERV		<u> </u>
To the Director of the U. S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.		
, Name of conveying party(ies):	2. Name and address of receiving party(ies):	
	Additional names, addresses, or citizensi	nip attached? No
Johnson & Johnson		
	Name: Edwards Lifesciences AG	<u> </u>
	Internal Address:	
☐ Association	Street Address: Chemin Du Gla	pin 6
	City: St. Prex	
— Ocheran antronomia	State:	
☑ Corporation-State: <u>New Jersey</u>	Country: Switzerland ZIP: CH-1162	
Other	☐ Association Citizenship	
Additional names(s) of conveying party(ies)  Yes No	☐ General Partnership Citizer	
Nature of conveyance/Execution Date(s):	☐ Limited Partnership Citizenship	
	⊠ Corporation Citizenship <u>Switzerland</u>	
Execution Date: January 9, 2008		<u> </u>
<ul> <li>✓ Assignment</li> <li>✓ Merger</li> <li>✓ Change of Name</li> </ul>		ted States, a domestic representative
☐ Security Agreement ☐ Change of Name ☐ Other	designation is attached: (Designations must be a separate do	<del></del> -
4. Application number(s) or registration numbers(s) and identific	ation or description of the Tradem	ark/Service Mark:
Application number(s) of registration numbers(s) and too numbers     A. Trademark / Service Mark Application No.(s)	B. Trademark / Service Mark I	Registration No.(s)
T. Hademant, come man shim.	2,383,832	
	2,383,831	
Additional sheet(s)	attached? Yes No	mhar is unknown).
C. Identification or Description of Trademark(s)/Service Mark(s) (and Filir	ig Date if Application or Registration Nu	llinei is Alikiraari).
a III	6. Total number of applications	and and
<ol><li>Name &amp; address of party to whom correspondence concerning document should be mailed:</li></ol>	registrations involved:	2
Name: Keith Newburry		2.64) @ 00.00
Internal Address: Legal Department	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00	
Edwards Lifesciences LLC	Authorized to be charged by credit card	
Street Address: One Edwards Way	□ Authorized to be charged to deposit account     □ Enclosed	
City: Irvine	8. Payment Information: a. Credit Card Last 4 No	umbers
State: <u>CA</u> Zip: <u>92164</u>	-	n Date
Phone Number:	b. Deposit Account Number	_
Fax Number: 949-250-6850	Authorized User Name	
Email Address:		4-15-04
9. Signature: No Signature	<u> </u>	Date
Signature	Total num	ber of pages including cover 4
Keith Newburry	sheet, att	achments, and document:
Name of Person Signing		LDEMA DI

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS made as of the 2th day of Nevember, 2008 by Johnson & Johnson., a corporation of the state of New Jersey, ("Assignor") to Edwards Lifesciences AG, a Swiss corporation ("Assignee").

## RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 2007 (the "Asset Purchase Agreement") by and between Ethicon, Inc., a New Jersey corporation acting through its CardioVations division, and Edwards Lifesciences LLC, a Delaware limited liability company, Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Trademarks (as defined in the Asset Purchase Agreement) of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in Transferred Trademarks as listed on <u>Schedule A</u> annexed hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Trademarks, and all the rights appurtenant thereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past infringement or unauthorized use of any Transferred Trademarks and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Assignor will, during the 12-month period after execution of this Assignment, provide reasonable assistance to Assignee in connection with the execution and provision of information necessary for Assignee to draft and record required assignment documents.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

TACHER\\\\0.559806.1

TRADEMARK REEL: 003760 FRAME: 0547 IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

Johnson & Johnson

Ву:	(SEAL)
LAURENCE S. RICKLES	_, ,
ASSISTANT SECRETARY	
(Type or Print Name of Person Signin	 g)
01 011	7
Its:	<u>,                                    </u>
Witness: MARCIA M. PER.	SIANO
7 11 3	
(Type or Print Name of Witness)	_
1	
Edwards Lifesciences A@	
14/	
Ву:	_(SEAL)
,	
Patrick Verguet, Director	
(Type or Print Name of Person Signin	g)
Its: Claudin Gurde	
Witness:	
<del></del>	
<u>Claudia Previde</u>	
(Type or Print Name of Witness)	

## Schedule A

U.S. Trademark Registration No. Mark

2,383,832 CARDIOVATIONS

2,383,831 CARDIOVATIONS and design

TACHER\IRY\559806.1

TRADEMARK
REEL: 003760 FRAME: 0549



Edwards Lifesciences LLC One Edwards Way • Irvino, CA USA • 92614 Phone: 949.250.2500 • Fax: 949.250.2525 www.cdwarde.com

## FAX COVER SHEET

April 15, 2008 DATE:

4:05:38 PM TIME:

To:

Assignment Recordation Services

U.S. Patent & Trademark Office

PHONE:

FAX:

571-273-0140

FROM:

Claudia Previde

PHONE:

949-250-6832

Intellectual Property Manager

FAX:

949 250-6850

NUMBER OF PAGES INCLUDING COVER SHEET: 5

Please see the attached Recordation Form Cover Sheet and 3-page assignment document for filing with your office. Thank you for your assistance.

2718\_2.DOC

**RECORDED: 04/15/2008** 

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> **TRADEMARK REEL: 003760 FRAME: 0550**