

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareFusion 2200, Inc.		02/14/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merit Medical Systems, Inc.		
<b>Street Address:</b>	1600 West Merit Parkway		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	South Jordan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84095		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78292416	ACHIEVE	
<b>Serial Number:</b>	78028825	TEMNO	
<b>Serial Number:</b>	75186481	TRU-CUT	
<b>Serial Number:</b>	78202112	TEMNO EVOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	801-208-4791		
<b>Email:</b>	jwagner@merit.com		
<b>Correspondent Name:</b>	D. Delos Larson		
<b>Address Line 1:</b>	1600 West Merit Parkway		
<b>Address Line 4:</b>	South Jordan, UTAH 84095		
<b>NAME OF SUBMITTER:</b>	D. Delos Larson		
<b>SIGNATURE:</b>	/D. Delos Larson/		
<b>DATE SIGNED:</b>	04/09/2018		
<b>Total Attachments: 10</b>			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated February 14, 2018, is entered into by CareFusion 2200, Inc. ("Assignor") and Merit Medical Systems, Inc. ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of those certain marks, and the registrations and applications and any common law rights in the marks, listed on Schedule A attached hereto and made a part hereof (the "Trademarks") and the domain name registrations listed on Schedule B attached hereto and made a part hereof (the "Domain Name Registrations");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of November 15, 2017 (the "Agreement"), by and between Assignor and Assignee, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in, to and under the Trademarks, all of the goodwill associated with the Trademarks, and all registrations and applications for registration thereof and common law rights therein, and the Domain Name Registrations.

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest throughout the world in, to, and under: (i) the Trademarks, along with (a) all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation thereof (including, without limitation, all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to any Trademark or Domain Name Registration); (b) all material unregistered trademarks, together with all adaptations, derivations and combinations thereof; and (c) all goodwill associated with any of the foregoing throughout the world; and (ii) the Domain Name Registrations.

Section 1. Assignor hereby authorizes and requests the Commissioner for Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the registered Trademarks and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Section 2. Assignor agrees to take, at Assignee's expense for reasonable out-of-pocket costs, such further action, execute such additional documents, provide testimony, and, in general, provide all lawful cooperation reasonably requested by Assignee to perfect Assignee's title in, to and under the Trademarks to fully accomplish the transfer of the Domain Name Registrations from Assignor to Assignee, and to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

Section 3. The rights and obligations of Assignor and Assignee shall be governed by,

and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

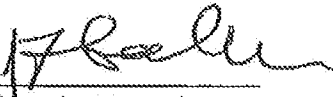
Section 4. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 5. The parties hereto acknowledge and agree that nothing in this Assignment shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Agreement. If any conflict exists between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern and control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

CareFusion 2200, Inc. as Assignor

By:   
Name: Joseph F. LaSala  
Title: Assistant Secretary

STATE OF New Jersey )  
 )ss.  
COUNTY OF Bergen )

On May 2<sup>nd</sup>, 2018, before me, the undersigned, a Notary Public in and for such State, personally appeared Joseph F. LaSala, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Assistant Secretary (title) of CareFusion 2200, Inc., and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

My Commission expires on:

KATHLEEN MONESTERI  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2418005  
Commission Expires 3/28/2022

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

Merit Medical Systems, Inc. as Assignee

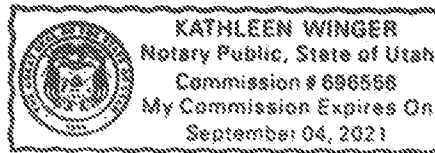
By: [Signature]  
Name: Brian G. Wood  
Title: Chief Legal Officer

STATE OF Utah )  
 )ss.  
COUNTY OF Salt Lake )

On MARCH 22, 2018, before me, the undersigned, a Notary Public in and for such State, personally appeared Brian G. Wood, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chief Legal Officer (title) of Merit Medical Systems, Inc., and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
My Commission expires on: Sept. 4, 2021



SCHEDULE A

Trademarks

Rhodes Trademarks

Mark Name	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Mark Type
Achieve	European Union IPO	10	Registered	2903482	2002-10-22	2903482	2002-10-22	Word - Block Letters
Achieve	Dominican Republic	10	Registered	201113217	2011-05-25	189385	2011-08-17	Word - Block Letters
Achieve	United States of America	10	Registered	78292416	2003-08-26	2936087	2005-03-29	Word - Block Letters
Achieve	International	10	Application	A0058238	2016-04-21			Word - Block Letters
Achieve	South Africa	10	Application	201612261	2016-05-05			Word - Block Letters
Achieve	Mexico	10	Application	1627032	2015-06-26			Word - Block Letters
Achieve	Japan	10	Application	A0058238	2016-04-21			Word - Block Letters
Achieve	Korea, Republic of (KR)	10	Application	A0058238	2016-04-21	1300718		Word - Block Letters

Mark Name	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Mark Type
Achieve	Brazil	10	Published	909600031	2015-06-26			Word - Block Letters
Achieve	China	10	Application		2015-07-17			Word - Block Letters
Achieve	China	10	Application		2017-04-20			Word - Block Letters
Achieve in Chinese Characters (器全福)	China	10	Application	20869383	2016-08-04			Word in Local Script
Temno	United States of America	10	Registered	78202112	2003-01-10	2858966	2004-06-29	Word - Block Letters
Temno	Dominican Republic	10	Registered	201113216	2011-05-25	189388	2011-08-17	Word - Block Letters
Temno	Dominican Republic	10	Registered	201113215	2011-05-25	189389	2011-08-17	Word - Block Letters
Temno	United States of America	10	Registered	78028825	2000-10-03	2538383	2002-02-12	Word - Block Letters
Temno	Brazil	10	Published	909600007	2015-06-29			Word - Block Letters
Temno	China	10	Application		2015-07-17			Word - Block Letters



Mark Name	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Mark Type
Temno	China	10	Registered	A0058525	2016-04-29	1310984	2016-04-29	Word - Block Letters
Temno	India	10	Registered	A0058525	2016-04-29	1310984	2016-04-29	Word - Block Letters
Temno	Japan	10	Registered	A0058525	2016-04-29	1310984	2016-04-29	Word - Block Letters
Temno	Korea, Republic of (KR)	10	Registered	A0058525	2016-04-29	1310984	2016-04-29	Word - Block Letters
Temno	Mexico	10	Application	1627033	2015-06-26			Word - Block Letters
Temno	International	10	Registered	A0058525	2016-04-29	1310984	2016-04-29	Word - Block Letters
Temno Evolution (碧伴福) in Chinese Characters	China	10	Registered	18947484	2016-01-21	18947484	2017-02-28	Word in Local Script
Temno Evolution	Dominican Republic	10	Registered	201113215	2011-05-25	189389	2011-08-17	Word - Block Letters
Temno Evolution	China	10	Registered	17452648	2015-07-17	17452648	2016-09-14	Word - Block Letters
Tru-Cut	United Kingdom	10	Registered	1047615	1982-06-05	B1047615	1982-06-05	Word - Block Letters

Mark Name	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Mark Type
Tru-Cut	Taiwan	10	Registered	7235181	1983-08-23	236501	1984-02-16	Word - Block Letters
Tru-Cut	South Africa	10	Registered	200207806	2002-06-03	200207806	2006-11-08	Word - Block Letters
Tru-Cut	Dominican Republic	10	Registered	201113214	2011-05-25	189390	2011-08-17	Word - Block Letters
Tru-Cut	Australia	10	Registered	367846	1988-11-09	B367846	1988-11-09	Word - Block Letters
Tru-Cut	Mexico	10	Registered	710578	2005-04-06	896121	2005-08-23	Word - Block Letters
Tru-Cut	European Union IPO	10	Registered	000083758	1996-04-01	000083758	1999-01-28	Word - Block Letters
Tru-Cut	Argentina	10	Registered	1899180	1993-11-16	1527944	1994-06-30	Word - Block Letters
Tru-Cut	Benelux	10	Registered	318069	1993-05-08	318069	1993-05-08	Word - Block Letters
Tru-Cut	Chile	10	Registered	295703	1994-12-30	744889	1995-12-22	Word - Block Letters
Tru-Cut	Japan	10	Registered	5430740	1979-04-23	2244102	1990-07-30	Word - Block Letters

Mark Name	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Mark Type
Tru-Cut	Canada		Registered	317742	1968-11-18	164539	1969-08-08	Word - Block Letters
Tru-Cut	United States of America	10	Registered	75186481	1996-09-25	2148865	1998-04-07	Word - Block Letters
Tru-Cut	Israel	10	Registered	41510	1982-11-26	41510	1982-11-26	Word - Block Letters
Tru-Cut	Italy	10	Registered	M192C00541 S	1972-07-31	648934	1974-04-26	Word - Block Letters
Tru-Cut	China	10	Registered	A0058528	2016-04-29	1310987	2016-04-29	Word - Block Letters
Tru-Cut	Korea, Republic of (KR)	10	Registered	A0058528	2016-04-29	1310987	2016-04-29	Word - Block Letters
Tru-Cut	Switzerland	10	Registered	4379	1973-08-23	409036	1973-08-23	Word - Block Letters
Tru-Cut	Germany (Federal Republic of)	10	Registered	B9068410W Z	1990-08-30	1186959	1993-02-11	Word - Block Letters
Tru-Cut	International	10	Registered	A0058528	2016-04-29	1310987	2016-04-29	Word - Block Letters
Tru-Cut	Spain	10	Registered	0856041	1977-08-19	0856041	1978-04-13	Word - Block Letters

**SCHEDULE B**

**Domain Name Registrations**

**Rhodes Domain Names**

None.