

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kyphon Sarl		04/26/2018	Limited Liability Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Medtronic Holding Company Sarl		
Street Address:	Route du Molliau 31		
City:	Tolochenaz		
State/Country:	SWITZERLAND		
Postal Code:	1131		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Serial Number:	78839484	ACCUCATH	
Serial Number:	77263854	ACTIVOS	
Serial Number:	78146298	ADDING LIFE TO LATER YEARS. NOT JUST YEA	
Serial Number:	77714532	ADDING LIFE TO LATER YEARS. NOT JUST YEA	
Serial Number:	76562058	AHEAD OF THE CURVE	
Serial Number:	77145247	AHEAD OF THE CURVE	
Serial Number:	77145257	AHEAD OF THE CURVE	
Serial Number:	77145272	AHEAD OF THE CURVE	
Serial Number:	78935137	APERIUS	
Serial Number:	78960058	APERIUS	
Serial Number:	76328625		
Serial Number:	77274841		
Serial Number:	76562060	ELEVATE	
Serial Number:	76562036	EXACT	
Serial Number:	78948982	F.A.D.	
Serial Number:	78909983	FLEX STOP	
Serial Number:	78948979	FUNCTIONAL ANAESTHETIC DISCOGRAPHY	
Serial Number:	76591609	HV-R	
Serial Number:	76162259	IPD	
TRADEMARK			

CH \$1540.00 78839484

Property Type	Number	Word Mark
Serial Number:	77339548	IPED
Serial Number:	77223899	KLIF
Serial Number:	75792575	KYPHON
Serial Number:	77145286	KYPHON
Serial Number:	77145293	KYPHON
Serial Number:	77145335	KYPHON SS
Serial Number:	77145434	KYPHON SS
Serial Number:	77145344	KYPHON SS
Serial Number:	77145437	KYPHON SS
Serial Number:	77406668	KYPHON XPANDER
Serial Number:	76220779	KYPHOPAK
Serial Number:	75809002	KYPHX
Serial Number:	76562055	KYPHX EXPRESS
Serial Number:	78301119	KYPHX HV-R
Serial Number:	76295369	KYPHX XPANDER
Serial Number:	76562054	LATITUDE
Serial Number:	76127766	OSTEO INTRODUCER
Serial Number:	87608916	OSTEOCONTROL
Serial Number:	78935205	PERCLID
Serial Number:	78630607	QV-R
Serial Number:	78630618	QV-R
Serial Number:	78807079	SACRX
Serial Number:	76084800	SANATIS
Serial Number:	75921686	SF
Serial Number:	76134229	
Serial Number:	76423052	SF X STOP
Serial Number:	78396720	SF X STOP PK
Serial Number:	76391673	SFMT
Serial Number:	75828465	SLIP-LOC
Serial Number:	77145310	SS
Serial Number:	77145324	SS
Serial Number:	77145429	SS
Serial Number:	77145432	SS
Serial Number:	77145439	SS
Serial Number:	77145441	SS
Serial Number:	76423050	ST. FRANCIS MEDICAL TECHNOLOGIES
Serial Number:	75884520	STENX
Serial Number:	78899038	VERTECEPT

Property Type	Number	Word Mark
Serial Number:	76423053	X STOP
Serial Number:	78395720	X STOP PK
Serial Number:	75577522	X-STOP
Serial Number:	76423051	X-STOP

CORRESPONDENCE DATA

Fax Number: 5082616225
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.
Phone: 508-261-8000
Email: amy.devito@medtronic.com
Correspondent Name: Amy DeVito
Address Line 1: 15 Hampshire Street
Address Line 2: c/o Medtronic
Address Line 4: Mansfield, MASSACHUSETTS 02048

ATTORNEY DOCKET NUMBER:	AZ to MDT Holding Co Sarl
NAME OF SUBMITTER:	Richard D. Watkins
SIGNATURE:	/Richard D. Watkins/
DATE SIGNED:	05/21/2018

Total Attachments: 11

source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page1.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page2.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page3.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page4.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page5.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page6.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page7.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page8.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page9.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page10.tif
source=20180426 Kyphon and Mdt Holding Company IP sale agt redacted#page11.tif

26 April 2018

SALE, PURCHASE, TRANSFER AND ASSIGNMENT AGREEMENT

between

Kyphon Sàrl

and

Medtronic Holding Company Sàrl

THIS AGREEMENT is signed on and effective as per 26 April 2018 (the "Effective Date").

between:

- 1) **Kyphon Sàrl**, a Swiss limited liability company, having its corporate seat in Neuchâtel, Canton of Neuchâtel, Switzerland, and with registered address at Pierre-à-Bot 97, 2000 Neuchâtel (Switzerland), registered with the Commercial Register of the Canton of Neuchâtel under the number CHE- 112.776.349

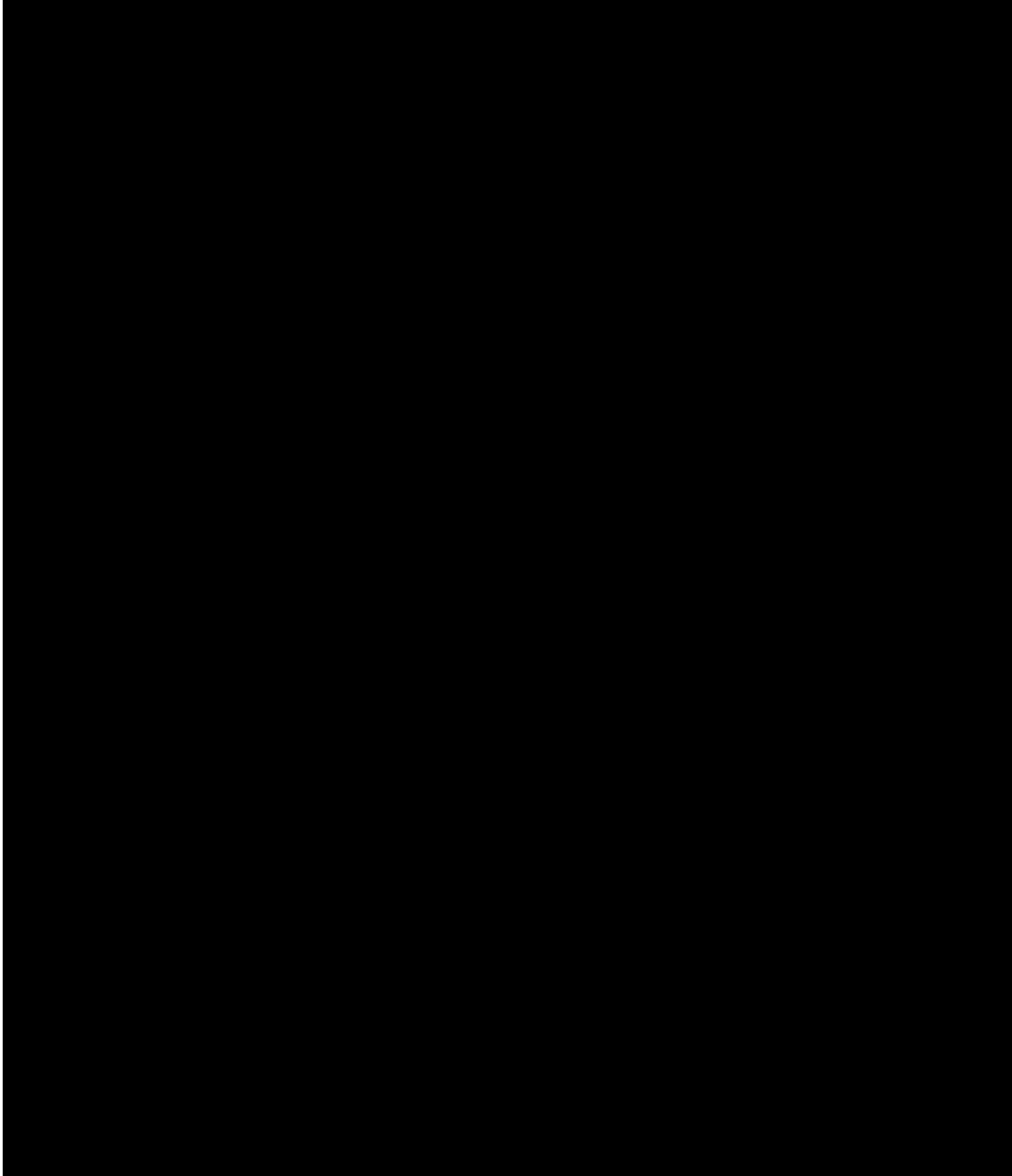
hereinafter referred to as "Kyphon"

- 2) **Medtronic Holding Company Sàrl**, a Swiss limited liability company, having its corporate seat in Tolochenaz, Canton of Vaud, Switzerland, and with registered address at c/o Medtronic International Trading Sàrl, route du Molliau 31, 1131 Tolochenaz (Switzerland), registered with the Commercial Register of the Canton of Neuchâtel under the number CHE- 211.714.234

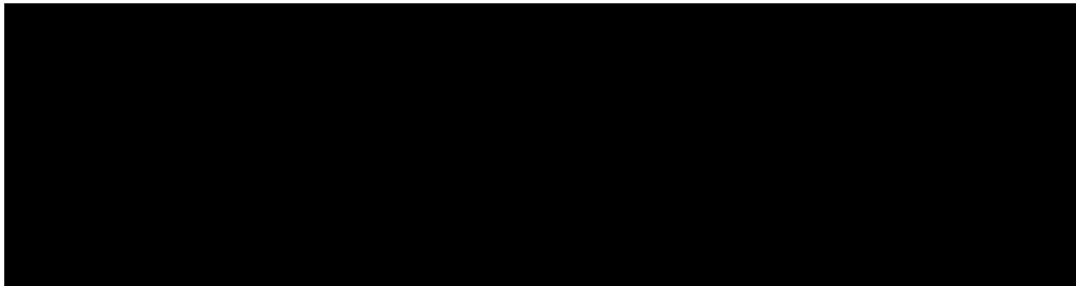
hereinafter referred to as "IPCo"

hereinafter collectively referred to as the "Parties"

WHEREAS



Article 1. Sale and purchase of Kyphon IP



Article 2. Transfer and assignment of Kyphon IP

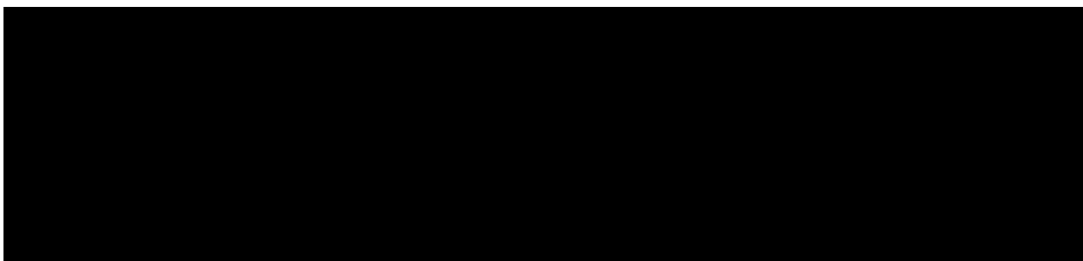
2.1 Kyphon herewith transfers and assigns, and IPCo herewith accepts and assumes the transfer and assignment of all interest in, rights and obligations of the legal ownership in the Kyphon IP as listed in Annex 1 (the "Legal Kyphon IP").

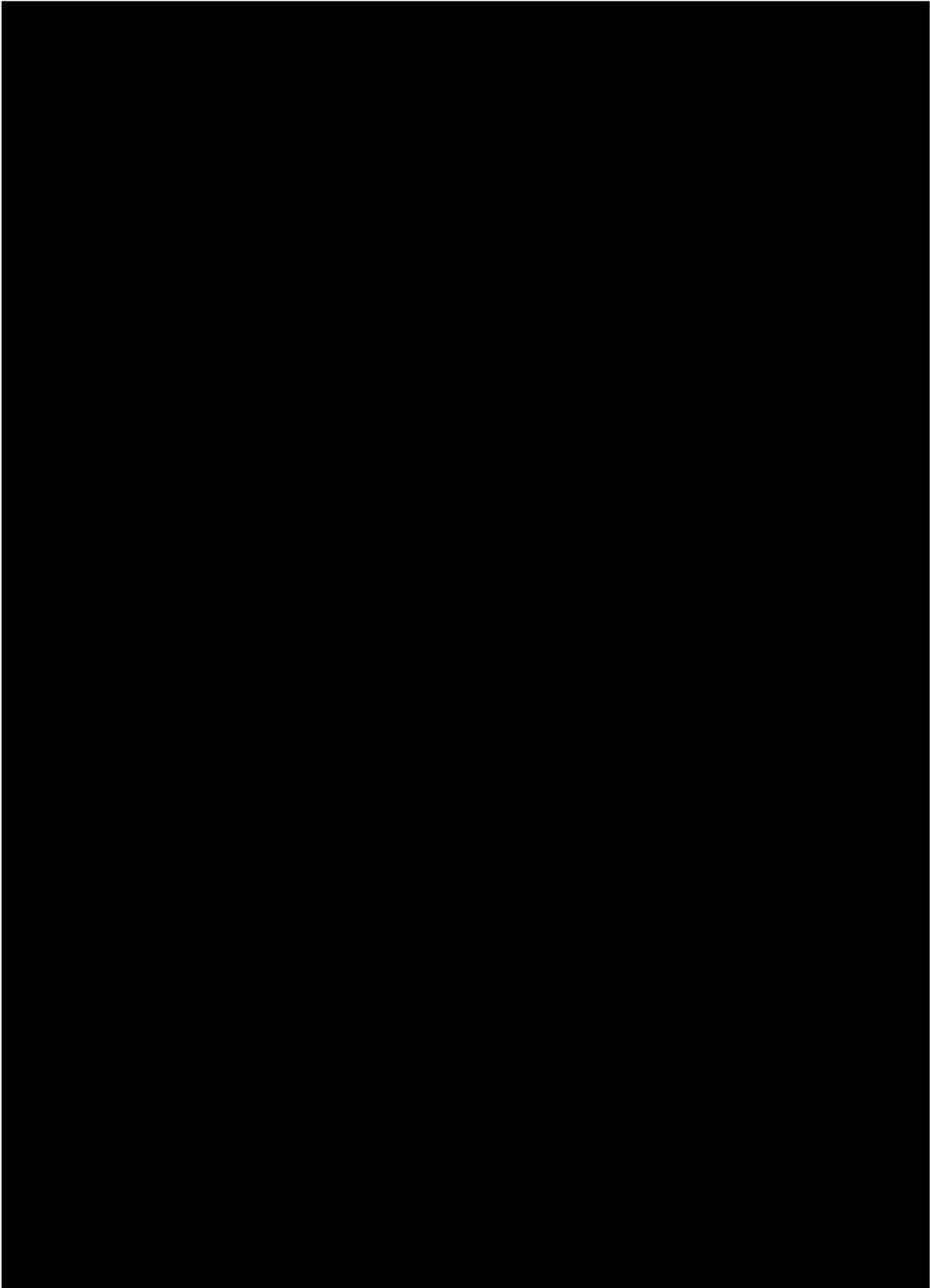
2.2 Kyphon herewith transfers and assigns, and IPCo herewith accepts and assumes the transfer and assignment of the legal and/or economic ownership in any other intellectual property rights owned by Kyphon, which are not listed in Annex 1, as defined in Annex 2 (the "Residual Kyphon IP", together with the Legal Kyphon IP, the "Transferred Kyphon IP").

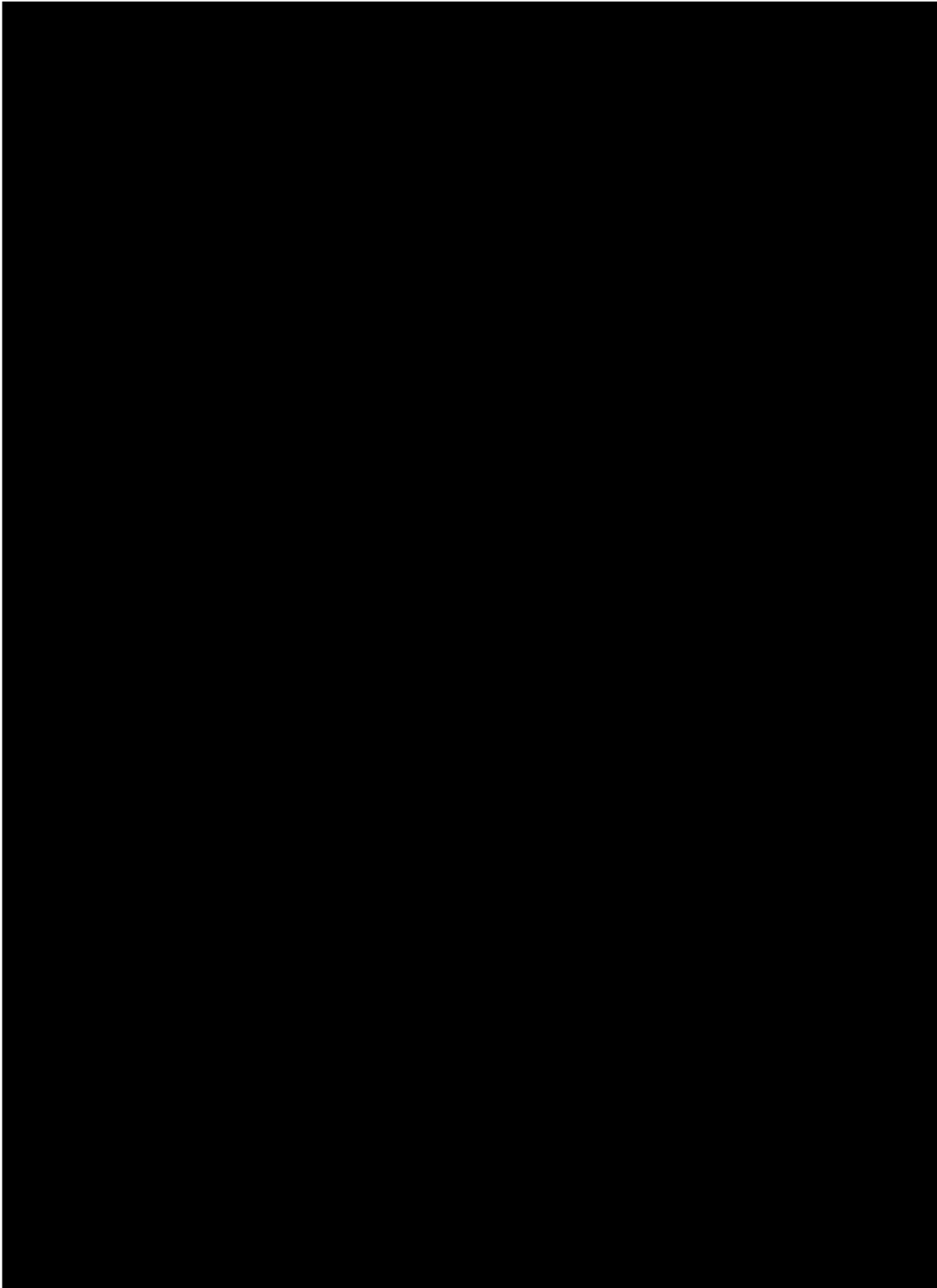
2.3 The actions described under 2.1 through 2.2 are referred to as the "Transfer" hereinafter.

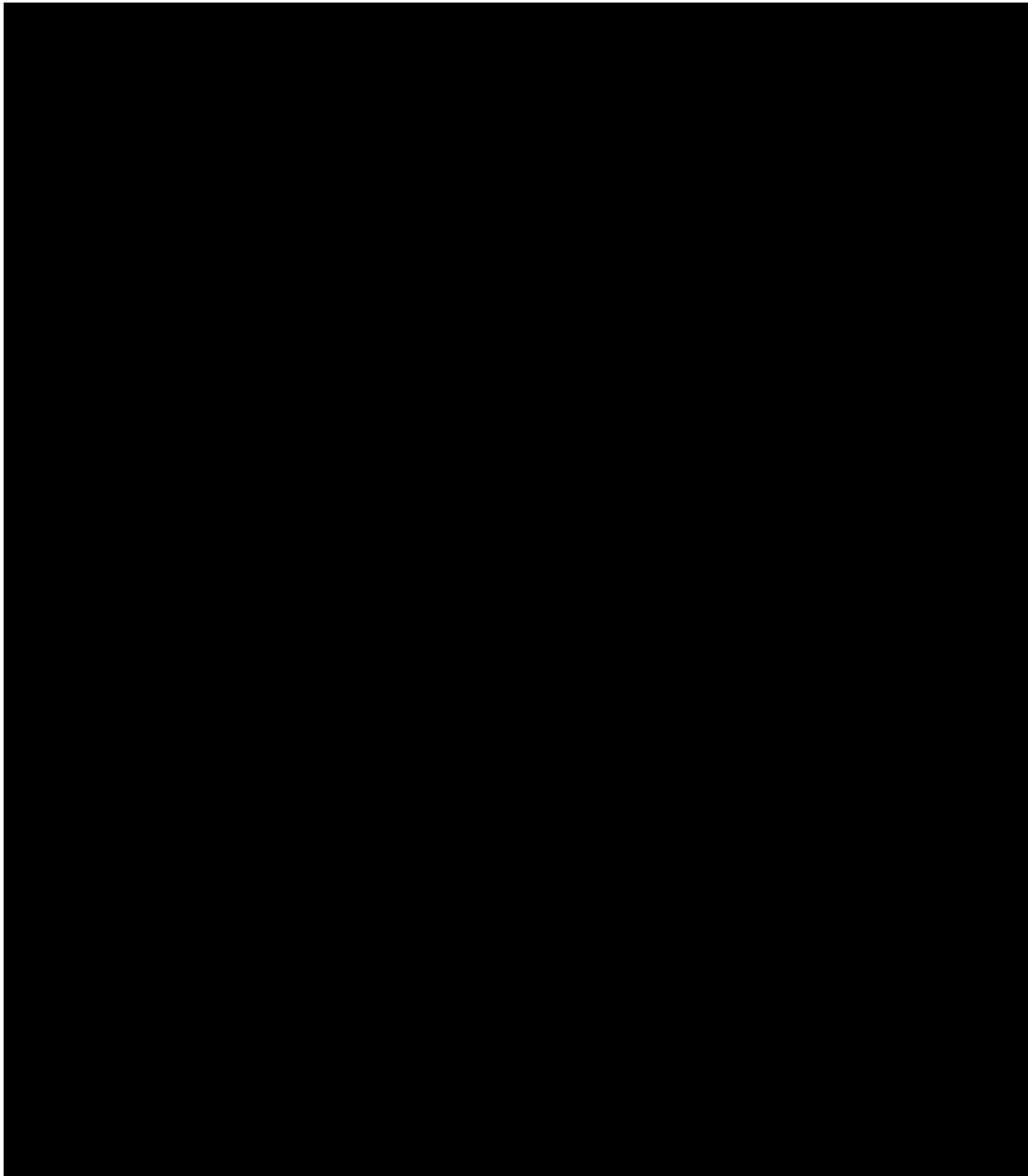
Article 3. Effective date

3.1 The Sale and Transfer shall be effective between the Parties and recorded in their books as per 26 April 2018 (the "Effective Date").









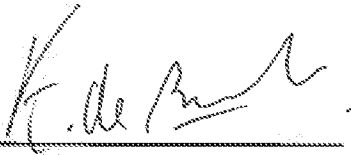
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf on the date first written above.

(signatures on the next pages)

On behalf of Kyphon Sàrl

Nanchâtel, 26 April 18

Place, date



Emmanuelle Marie-Hélène De Beaumont
Managing Officer

On behalf of Medtronic Holding Company Sàrl

Place, date 31 26 April 18

J. T. Barrett
John Thomas Barrett
Chairman

Annex 1: Legal Kyphon IP

Annex 2 – Residual Kyphon IP

Any or all of the following and all rights, whether statutory or common law, owned by Kyphon, including but not limited to any and all beneficial and/or legal rights, associated therewith:

- a. all domestic and foreign patents and applications therefor and all reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof;
- b. all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, confidential or proprietary information, know how, technology, data and customer lists, rights of privacy and publicity, financial and marketing data, pricing and cost information, business and marketing plans, databases and compilations of data, and all documentation relating to any of the foregoing;
- c. all copyrights, copyright registrations and applications therefor, unregistered copyrights, and the content of all websites and all other rights corresponding thereto throughout the world;
- d. all mask works, mask work registrations and applications therefor;
- e. all industrial designs and any registrations and applications therefor;
- f. all trade names, corporate names, logos, trade dress, trade secret, common law trademarks and service marks; trademark and service mark registrations and applications therefor;
- g. all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and all documentation related to any of the foregoing; and
- h. all internet domain names (including all software and applications, and all components and/or modules thereof);
- i. any other registered or unregistered intangibles of Kyphon which are not listed in Annexes 1 and 2, and which are not part of the License Agreement, with the exception of goodwill.