

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM546939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Admedus Ltd.		10/11/2019	Public Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	LeMaitre Vascular, Inc.		
Street Address:	63 Second Ave		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5080486	VASCUCEL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	092341-010007		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	10/28/2019		
Total Attachments: 6			
source=Assignment of Trademarks#page1.tif			
source=Assignment of Trademarks#page2.tif			
source=Assignment of Trademarks#page3.tif			
source=Assignment of Trademarks#page4.tif			

CH \$40.00 5080486

source=Assignment of Trademarks#page5.tif

source=Assignment of Trademarks#page6.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of October 11, 2019 by Admedus Ltd, a public limited company organized under the laws of Australia with an address at Toowong Tower Level 3, 9 Sherwood Rd, Toowong QLD 4066 Australia (the "Assignor"), to LeMaitre Vascular, Inc., a Delaware corporation with an address at 63 Second Ave., Burlington, Massachusetts 01803 ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Trademarks") and has used the Trademarks in connection with the manufacture, distribution and sale of implantable bioscaffolds and patches comprising bovine pericardium for use in cardiovascular surgery ("Business");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated the date hereof, by and between Assignor and Assignee (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee agreed to purchase the Purchased Assets of the Business, including, all of Assignor's right, title and interest in and to the Trademarks for use in connection with the Business and any and all goodwill of the business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Effective upon the Closing Date, Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, all right, title, and interest now and hereafter in force and effect that Assignor has, may have, or hereafter acquire in and to the Trademarks for use in connection with the Business, including but not limited to the business and goodwill pertaining to the Trademarks, and all other rights that arise from or relate to the Trademarks, in the United States and/or any foreign countries.

2. Commissioner of Patents and Trademarks. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service trademarks to issue the same to Assignee and Assignee's successors, assigns, and other legal representatives in accordance with this Assignment. Assignor hereby consents that a copy of this

Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

3. Further Assurances. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary to secure and maintain protection on the Trademarks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary.

4. Construction. This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware without regard to choice or conflicts of law principles that would result in the application of any laws other than the laws of the State of Delaware. If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of the Trademarks to Assignee.


7. Binding Effect. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor, its successors, and any and all other persons claiming by, through, or under any of them.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Trademarks has been executed and delivered as of the date written above.

ASSIGNOR:

ADMEDUS LTD

By: 
Name: WAYNE PATERSON
Title: CEO

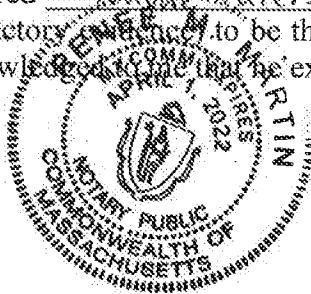
Acknowledgement by Notary Public


Commonwealth of Massachusetts)

: ss.

County of Middlesex)

On this 11th day of October, 2019 before me, the undersigned Notary Public, personally appeared Wayne Paterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the above and foregoing Assignment, and acknowledged to me that he executed it.




Notary Public

My commission expires:

April 1, 2022.

AGREED TO AND ACCEPTED:

ASSIGNEE

LEMAITRE VASCULAR, INC.

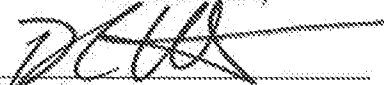
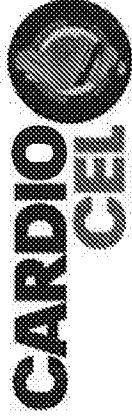
By: 
Name: David B. Roberts
Title: President

EXHIBIT A

Trademarks

Application #	Registration #	Status	Title:	Country
1179070	1179071	Registered	CARDIOCEL	Australia
1577531	1577532	Registered	CARDIOCEL	Australia
1184981	1184982	Registered	CARDIOCEL	International Bureau (WIPO)
1184981	1184981	Registered	CARDIOCEL	China
1184981	1184981	Registered	CARDIOCEL	Israel
1184981	1184981	Registered	CARDIOCEL	Russian Federation
1184981	1184981	Registered	CARDIOCEL	Singapore
1184981	4661459	Registered	CARDIOCEL	United States of America
303097116	303097116	Registered	CARDIOCEL	Hong Kong
2014061846	2014061846	Registered	CARDIOCEL	Malaysia
950553	950553	Registered	CARDIOCEL	Thailand
950554	950554	Registered	CARDIOCEL	Thailand
103046889	103046889	Registered	CARDIOCEL	Taiwan R.O.C.
1,711,223	TMA971136	Registered	CARDIOCEL	Canada
1640080	1640080	Registered	CARDIOCEL	Australia
				
			CARDIOCEL Logo	

13724381	13724381	Registered		European Union
86/770,130	5080486	Registered	CardioCel Logo VASCUCEL	United States of America
1720263	1720263	Registered	VASCUCEL	Australia
1325283	1325283	Registered	VASCUCEL	International Bureau (WIPO)
1325283	1325283	Registered	VASCUCEL	European Union
1325283	1325283	Registered	VASCUCEL	United Kingdom
1325283	1325283	Registered	VASCUCEL	Israel
1325283	1325283	Registered	VASCUCEL	Japan
1325283	1325283	Registered	VASCUCEL	Russian Federation
1325283	1325283	Registered	VASCUCEL	Singapore
1,797,536		Pending	VASCUCEL	Canada
303881610	303881610	Registered	VASCUCEL	Hong Kong
2016065802	2016065802	Registered	VASCUCEL	Malaysia
2016065804	2016065804	Registered	VASCUCEL	Malaysia
1785682		Registered	 VASCUCEL (Stylized) & Design	Australia

1319070	1319070	Registered	 <p>VASCUCEL (Stylized) & Design</p>	International Bureau (WIPO)
1319070	1319070	Registered	 <p>VASCUCEL (Stylized) & Design</p>	European Union
1319070	1319070	Registered	 <p>VASCUCEL (Stylized) & Design</p>	United Kingdom
1319070	5169085	Registered	 <p>VASCUCEL (Stylized) & Design</p>	United States of America