

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COLLATERAL ASSIGNMENT OF TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LeMaitre Vascular, Inc.		06/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	6030399	DURASURE	
Registration Number:	5240440	RESTOREFLOW	
Registration Number:	5080486	VASCUCEL	
Registration Number:	4489729	MULTITASC	
Registration Number:	3101965	ANASTOCLIP	
Registration Number:	2898217	INVISIGRIP	
Registration Number:	3811538	ALBOGRAFT	
Registration Number:	3767196	PRUITT F3	
Registration Number:	3809631	LEMAITRE	
Registration Number:	4368795	ALBOSURE	
Registration Number:	4342850	YOUR PERIPHERAL VISION	
Registration Number:	3851354	XENOSURE	
Registration Number:	3881128	ANASTOCLIP GC	
Registration Number:	3417849	LEVEREDGE	
Registration Number:	2803309	TRU-INCISE	
Registration Number:	2908047	PYTHON	
Registration Number:	2694595		
Registration Number:	2761032	PRUITT	
Registration Number:	6020908	LATIS	

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Property Type	Number	Word Mark
Registration Number:	2649711	LATIS
Registration Number:	2858227	TRIVEX
Registration Number:	2401522	LIFESPAN
Registration Number:	2375873	VASCUTAPE
Registration Number:	2416183	SYNTEL
Registration Number:	2004554	THE LEMAITRE STENT GUIDE
Registration Number:	2053548	THE EXPANDABLE LEMAITRE VALVULOTOME
Registration Number:	1952810	MOLLRING CUTTER
Registration Number:	1940686	GLOW 'N TELL
Registration Number:	1645091	PRUITT-INAHARA
Registration Number:	1645090	INAHARA-PRUITT
Registration Number:	1491708	LEMAITRE
Registration Number:	1435403	PROCOL
Registration Number:	2695866	ARTEGRAFT
Registration Number:	5551218	FISTULA IN A BOTTLE
Serial Number:	88642536	PHASTIPP
Serial Number:	88642521	TUFTEX
Serial Number:	87709686	EZE-SIT

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-3939

Email: kmartini@jonesday.com, pcyngier@jonesday.com

Correspondent Name: KATHLEEN A. MARTINI/JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 601755-185118

NAME OF SUBMITTER: KATHLEEN A. MARTINI

SIGNATURE: /KATHLEEN A. MARTINI/

DATE SIGNED: 06/22/2020

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of June 22, 2020 (“Agreement”), between LeMaitre Vascular, Inc., a Delaware corporation (together with its successors and assigns, the “Assignor”), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), 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 “Credit Agreement”), among the Assignor, the lenders party thereto (the “Lenders”), 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 “Security Agreement”), 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. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. 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 trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) 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
- (xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. 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. Governing Law. 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. Miscellaneous. 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

Schedule A
to Collateral Assignment of
Trademarks

Mark	App. No.	Filed Date	Reg. No.	Reg. Date	Owner	Status
PHASTIPP	88642536	10/4/19	N/A	N/A	LeMaitre Vascular, Inc.	Pending
TUFTEX	88642521	10/4/19	N/A	N/A	LeMaitre Vascular, Inc.	Pending
EZE-SIT	87709686	12/6/17	N/A	N/A	LeMaitre Vascular, Inc.	Pending
DURASURE	88291443	2/6/19	6030399	4/7/20	LeMaitre Vascular, Inc.	Registered
RESTOREFLOW	87242082	11/18/16	5240440	7/11/17	LeMaitre Vascular, Inc.	Registered
VASCUCEL	86770130	9/28/15	5080486	11/15/16	LeMaitre Vascular, Inc.	Registered
MULTITASC	85796564	12/6/12	4489729	2/25/14	LeMaitre Vascular, Inc.	Registered
CARDIOCEL	79139776	9/27/13	4661459	12/30/14	LeMaitre Vascular, Inc.	Registered
ANASTOCLIP	78466590	8/12/04	3101965	1/6/06	LeMaitre Vascular, Inc.	Registered
INVISIGRIP	78222749	3/7/03	2898217	10/26/04	LeMaitre Vascular, Inc.	Registered
ALBOGRAFT	77562335	9/4/08	3811538	6/29/10	LeMaitre Vascular, Inc.	Registered
PRUITT F3	77805363	8/14/09	3767196	3/30/10	LeMaitre Vascular, Inc.	Registered
LEMAITRE	77805353	8/14/09	3809631	6/29/10	LeMaitre Vascular, Inc.	Registered
ALBOSURE	77805295	8/14/09	4368795	7/16/13	LeMaitre Vascular, Inc.	Registered
YOUR PERIPHERAL VISION	77805316	8/14/09	4342850	5/28/13	LeMaitre Vascular, Inc.	Registered
XENOSURE	77805310	8/14/09	3851354	9/21/10	LeMaitre Vascular, Inc.	Registered
ANASTOCLIP GC	77805306	8/14/09	3881128	11/23/10	LeMaitre Vascular, Inc.	Registered
LEVEREDGE	77253875	8/13/07	3417849	4/29/08	LeMaitre Vascular, Inc.	Registered
TRU-INCISE	76415533	6/5/02	2803309	1/6/04	LeMaitre Vascular, Inc.	Registered

Mark	App. No.	Filed Date	Reg. No.	Reg. Date	Owner	Status
PYTHON	76563419	12/5/03	2908047	12/7/04	LeMaitre Vascular, Inc.	Registered
	76161626	11/8/00	2694595	3/11/03	LeMaitre Vascular, Inc.	Registered
PRUITT	76397933	4/19/02	2761032	9/9/03	LeMaitre Vascular, Inc.	Registered
LATIS	75981721	4/10/98	6020908	11/12/02	LeMaitre Vascular, Inc.	Registered
LATIS	75466264	4/10/98	2649711	11/12/02	LeMaitre Vascular, Inc.	Registered
TRIVEX	75891916	1/7/00	2858227	6/29/04	LeMaitre Vascular, Inc.	Registered
LIFESPAN	75683941	4/16/99	2401522	11/7/00	LeMaitre Vascular, Inc.	Registered
VASCUTAPE	75499638	6/10/98	2375873	8/8/00	LeMaitre Vascular, Inc.	Registered
SYNTEL	75465650	4/10/98	2416183	12/26/00	LeMaitre Vascular, Inc.	Registered
THE LEMAITRE STENT GUIDE	75039151	1/2/96	2004554	10/1/96	LeMaitre Vascular, Inc.	Registered
THE EXPANDABLE LEMAITRE VALVULOTOME	74736007	9/29/95	2053548	4/15/97	LeMaitre Vascular, Inc.	Registered
MOLLRING CUTTER	74608298	12/7/94	1952810	1/30/96	LeMaitre Vascular, Inc.	Registered
GLOW 'N TELL	74547635	7/11/94	1940686	12/12/95	LeMaitre Vascular, Inc.	Registered
PRUITT-INAHARA	74066144	6/5/90	1645091	5/21/91	LeMaitre Vascular, Inc.	Registered
INAHARA-PRUITT	74066143	6/4/90	1645090	5/21/91	LeMaitre Vascular, Inc.	Registered
LEMAITRE	73706201	1/19/88	1491708	6/7/88	LeMaitre Vascular, Inc.	Registered
PROCOL	73607549	7/2/86	1435403	4/7/87	LeMaitre Vascular, Inc.	Registered
ARTEGRAFT	78120242	04/8/02	2695866	03/11/03	Artegraft, Inc.	Registered
FISTULA IN A BOTTLE	86862021	12/30/15	5551218	08/28/18	Artegraft, Inc.	Registered