

12/4/09

12-07-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

EET

To the Director of the U.S. Patent

103582689

and documents or the new address(es) below.

1. Name of conveying party(ies)

ArthroCare Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 4 and 14, 2009

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☒ Other License

2. Name and address of receiving party(ies)

Name: Medical Vision Research & Development AB

Internal Address: _____

Street Address: Hastholmsvagen 32

City: 131 30 Nacka

State: _____

Country: Sweden

Zip: _____

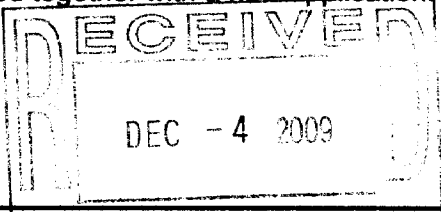
Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

11/969,283

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Lynn E. Barber

Internal Address: _____

Street Address: P.O. Box 16528

City: Fort Worth

State: TX Zip: 76162

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6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

12/04/2009 MJAMA1

Authorized User Name

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40.00

9. Signature:

Signature

December 1, 2009

Date

Lynn E. Barber

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450



VIA FEDERAL EXPRESS and ELECTRONIC MAIL

September 4, 2009

Mr. Anders Möllstam
Medical Vision R&D AB
Hastholmsvagen 32
131 30 NACKA
Sweden

Re: Non-exclusive License of Patented and Patent Pending Technology

Dear Anders:

This letter is provided to clarify our agreement with respect to intellectual property rights related to the following ArthroCare patent applications and patent:

- United States Patent Application no. 11/969,283, entitled Electrosurgical System with Suction Control Apparatus, System and Method, filed January 4, 2008 and claiming priority to United States Provisional Patent Application no. 60/883,698.
- Great Britain Patent Application no. 0800129.9 filed January 4, 2008 and claiming priority to United States Provisional Patent Application no. 60/883,698
- German Patent (Utility Model) 202008000276.1 filed January 4, 2008 and claiming priority to United States Provisional Patent Application no. 60/883,698. This patent issued on May 15, 2008.

Upon entry of the Termination Agreement between the parties and so long as Medical Vision and/or its assigns have not violated terms of the Termination Agreement, ArthroCare shall grant to Medical Vision a no-cost, irrevocable (except as set forth herein), worldwide, non-exclusive license to, by itself or through third parties, make, use, offer for sale or sell a pump and/or fluid management device which may be used in a system as presently described in the following claims of the Patent Applications (including any continuation, divisional, continuation-in-part, reissue, reexamination, renewal, or extension thereof or corresponding rights thereto in any territory) and the German Utility Model Patent listed in the table below. However, the license granted above shall be limited to the scope of the licensed claims and shall not extend outside of this scope. For the avoidance of doubt, both ArthroCare and Medical Vision agree that, for example, the license above will allow Medical Vision to manufacture a peristaltic pump for the system described in pending Claim 1 of the United States Patent Application, so long as the system does not violate pending Claim 4. However, such a system would be able to communicate with a generator device which operates with more than one high frequency voltage mode.

Further, the license shall not extend to any generator component or electrosurgical device of the claimed system or method. ArthroCare shall not prosecute any new claims in the Patent Applications (or any Continuation or Divisional Applications filed thereof) with limitations substantially outside the scope of the pending claims in the Patent Applications.

Application/	Claims Describing Licensed Technology	Claims Describing NON Licensed Technology
US 11/969,283	1, 2, 3, 10, 12, 13*, 14*, 17, 19, 20, 21*, 31*, 32*, 38, 41, 43, 44, 47, 48	4-9, 11, 15-16, 18, 22-30, 33-37, 39, 40, 42, 45, 46
GB 0800129.9	1, 2, 3, 10, 12, 13*, 14*, 17, 19, 20, 21*, 31*, 32*, 38, 41, 43, 44, 45, 48, 49	4-9, 11, 15-16, 18, 22-30, 33-37, 39, 40, 42, 46, 47
DE 02008000276.1	1, 2, 3, 10, 12, 13*, 14*, 17, 19, 20, 21, 24	4-9, 11, 15-16, 18, 23, 25, 26

With respect to Claims 13, the license shall not extend to situations when an operating parameter is directly generated by a generator device.

With respect to Claims 14, the license shall extend to sensors measuring an operating parameter of the pump or to sensing whether electrical energy is being applied to an electrosurgical device; the license shall not extend to directly sensing incremental changes in operating parameters of a generator device.

With respect to Claims 21, the license shall extend to measuring an operating parameter of the pump or to sensing whether electrical energy is being applied to an electrosurgical device; the license shall not extend to directly measuring incremental changes in operating parameters of a generator device.

With respect to Claims 31 and 32, the license shall not extend to situations when an operating parameter is directly given by a generator device.

During prosecution of the US and Great Britain patent applications the claim limitations and the numbering of claims may be changed. ArthroCare undertakes to notify Medical Vision of any changes to the pending claims of the Patent Applications. If a change to any of the claims would affect the rights granted herein, the parties undertake to amend this license as to provide the same rights as was originally set forth herein to Medical Vision. If such an amendment has not been agreed, this license shall be interpreted to include any claims in the Patent Applications that are consistent with the scope of the licensed claims even though not specifically referred to herein. Medical Vision and ArthroCare will promptly notify each other of any relevant prior art related to the Patent Applications. ArthroCare shall have sole discretion as to whether and how to prosecute the Patent Applications; all decisions related to the maintenance and enforcement thereof and shall be responsible for all costs related thereto.

The rights granted by ArthroCare shall be binding upon any successor of ArthroCare and ArthroCare shall inform any licensee to any rights described herein of the license granted to Medical Vision herein.

Both ArthroCare and Medical Vision have agreed that this letter agreement contains the entire understanding of the Parties with respect to the subject matter hereof and that all express or implied representations, agreements and understandings, either oral or written, heretofore made are expressly superseded by this letter agreement. Further, ArthroCare and Medical Vision have agreed that the provisions regarding dispute resolution/arbitration and governing law in accordance with sections 6.4 and 6.5 of the Termination Agreement dated September 3, 2009 entered into between the parties, shall apply to any dispute regarding the interpretation of this letter agreement and/or the obligations of the Parties hereunder.

Regards,



Jean Woloszko

Vice President, Chief Technology Officer




Richard Rew

*Sr Vice President and General Counsel
ArthroCare Corporation*

Enclosures

Reviewed with Counsel, Understood and Accepted by :



Mr. Anders Möllstam

Medical Vision Research & Development AB

2009-09-14

Date :

PATENT

RECORDED: 12/04/2009

REEL: 023623 FRAME: 0040