

## PATENT ASSIGNMENT

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CONVEYING PARTY DATA	
Name	Execution Date
Hans Haindl	02/01/2001
RECEIVING PARTY DATA	
Name:	Acorn Cardiovascular, Inc.
Street Address:	601 Campus Drive
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6645139
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NAME OF SUBMITTER:	Brooks Gifford III
Total Attachments: 8 source=Assignment_94042X#page1.tif source=Assignment_94042X#page2.tif source=Assignment_94042X#page3.tif source=Assignment_94042X#page4.tif source=Assignment_94042X#page5.tif source=Assignment_94042X#page6.tif source=Assignment_94042X#page7.tif source=Assignment_94042X#page8.tif	

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PATENT  
REEL: 026551 FRAME: 0422



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AUGUST 30, 2001

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\*101758458A\*

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BRIEF: PATENT PURCHASE AGREEMENT

ASSIGNOR:  
HAINDL, HANS

DOC DATE: 02/01/2001

ASSIGNEE:  
ACORN CARDIOVASCULAR INC.  
601 CAMPUS DRIVE  
ST. PAUL, MINNESOTA 55112

SERIAL NUMBER: 09453722  
PATENT NUMBER:

FILING DATE: 12/03/1999  
ISSUE DATE:

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
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**PATENT**  
**REEL: 026551 FRAME: 0423**

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06-25-2001



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101758458

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1. Name of conveying party(ies):

Dr. Hans Haindl

MRB  
6-19-01

2. Name and address of receiving party(ies):

Acorn Cardiovascular Inc.  
601 Campus Drive  
St. Paul, Minnesota 55112

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Patent Purchase Agreement

Execution Date: February 1, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/453,722

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa Jean Pytel  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903



6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41): \$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melissa Jean Pytel

Name of Person Signing

Signature

June 11, 2001  
Date

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PATENT  
REEL: 026551 FRAME: 0424

# Patent Purchase Agreement

between

Dr. Hans Haindl, Georgsplatz 1, 30974 Wennigsen

and

Dr. Claas Hohmann, Obere Seeleite 24, 82237 Wörthsee

and

Dr. Horst Linzmeier, 78479 Reichenau

-in the following referred to as the „Sellers”-

and

Acorn Cardiovascular Inc., 601 Campus Drive, St. Paul Minnesota 55112, USA

represented by Don Rohrbaugh, CEO

-in the following referred to as the „Buyer”-

## Preamble

Subject of the agreement are the following intellectual property rights (rights of contract):

1. All rights in PCT International Application No. PCT/EP98/03619 (published as International Publication No. WO 98/58598, title: Bag for at least partially enveloping a heart) and all rights in all national intellectual property rights based on the aforementioned PCT international application, especially the US-application 09/453,722 and the Japanese application Hei-11-503723.
2. All rights in European Patent Application No. 98 933619.3.
3. All rights in German Patent No. DE 198 26 675 A 1, title: Bag for a least partially enveloping a heart.
4. All rights in German Patent Application No. 197 26 389.5.
5. All rights in German Utility Model No. DE 295 17 393 U 1.
6. All rights in German Utility Model No. 298 24 017.

7. All rights in any patent application, patent utility model application or utility model claiming priority in whole or part to any of the above.
8. All rights in any patent application, patent, utility model application or utility model or invention existing as of the date of the invention and pertaining to a device for placement on a heart to limit diastolic expansion of the heart or to a treatment using such a device.
9. Buyer has all rights of pre-emption with regard to any improvements of the aforementioned intellectual property rights. This includes all rights of pre-emption regarding any additional pending patent or utility model applications relating to bags for at least partially enveloping a heart (invention). The Sellers promise to identify all additional pending patent and Utility model applications by serial number which are related to the subject-matter invention.

As regards the utility model No. DE 295 17 393 U1 under 5. all parties to this agreement are aware of that this German utility model has already been assigned from the former owners Dr. Hohmann and Dr. Linzmeier to Dr. Haindl by contract of January 9, 2000. Fully aware of this contract all parties hereby agree to the acquisition of this German utility model to the Buyer.

#### Art. 1

##### Subject-matter

- (1) The Sellers herewith sell to Buyer the intellectual property rights according to the Preamble 1.-9. with all rights and obligations connected thereto.
- (2) After signing of the contract, the Sellers will immediately agree to the recording of the assignment of the intellectual property rights according to Preamble 1.-9. in the register of the German Patent Office, respectively all other relevant registers and the Sellers promise to provide the required documents and to make all necessary signatures. The costs for the assignments and recordings will be borne by the Buyer.
- (3) Buyer shall control the prosecution of all assigned patent applications through counsel of its choice. The Sellers agree to cooperate with Buyer's prosecution of such applications, if necessary. Buyer shall be free to file or maintain patents, utility models or applications in countries of its choosing. Buyer will pay all maintenance fees regarding all rights according to Preamble 1.-9.
- (4) The Sellers may pay any maintenance fee which Buyer elects not to pay. In such event, Buyer retains title to any patent, application, utility model or other right covered by such maintenance fee subject only to the provisions of article 8(3).

**Art. 2**

**Transfer of Documents, Formulae, etc.**

The Sellers promise to submit to Buyer all written research documents, tabulations, experimental reports and other relevant documents which relate to the subject-matter invention, especially all relevant patent and utility model application files as well as a list of all intellectual property rights according to the preamble 1.-9. and their relevant dates of renewal.

**Art. 3**

**Technical Assistance; Services**

- (1) The Sellers agree to provide Buyer on Buyer's request with reasonable consulting services related to the invention and all intellectual property rights according to the Preamble 1.-9.
- (2) Dr. Haindl agrees to provide Buyer on Buyer's request with consulting services related to Buyer's other anticipated business. In exchange for these services according to Art. 3 (2), Buyer shall pay Dr. Haindl as follows:
  - a) US \$ 70.000,- payable on the 1<sup>st</sup> of March 2001 and US \$ 11.667,00 payable on the 1<sup>st</sup> March for each of years 2002, 2003, 2004, 2005, 2006 and 2007. Buyer may, as its option, accelerate such payments and pre-pay such amounts in total and without any discount of such amounts.
  - b) US \$ 180 per hour for each hour of consulting services requested by Buyer in excess of 40 hours of consulting services per year in the above listed years.
- (3) Buyer's obligations to pay Dr. Haindl under Article 3(2) shall survive any termination of this agreement.

**Art. 4**  
**Sales Price**

- (1) The sales price for all rights according to Preamble 1., 2., 3., 4., 6., 7., 8. and 9. is US \$ 30.000,00 payable on January 1, 2001 to Dr. Haindl (trustee account). The sales price for all rights according to Preamble 5. is total DM 70.000,00 payable on January 1, 2001 to Dr. Hohmann and Dr. Linzmeier (trustee account).
- (2) Any payments made within 15 days following a due date receipted with the agreement will be considered as having been timely paid.
- (3) All payments of Art. 4 (1) will be transferred to a trustee account until the Sellers prove with the help of written documents that they are the legally binding proprietors of all rights mentioned in the preamble and that the Sellers have agreed to the recording of all rights mentioned in the preamble in favour of the Buyer. The Sellers promise to present all aforementioned documents not later than April 1, 2001. Otherwise the money has to be transferred back from the trustee account to Buyer.
- (4) Each and all parties to this agreement take it for granted that the Sellers are not subject to VAT according to the provisions of § 3 lit. a) (4), No. 5 UStG in connection with § 3 lit. a) (3) sentence 1 UStG. In the event that the tax authorities competent for Dr. Haindl's place of residence should come to the conclusion that the amounts payable to Dr. Haindl are subject to German VAT, the Buyer will pay 16% VAT on top of the amounts payable to Dr. Haindl and subsequently file a request for a tax return with the competent tax authorities. The obligation to pay VAT to Dr. Haindl will become effective when Dr. Haindl presents a written statement of his tax authorities from which it follows that Dr. Haindl has to pay VAT on the amounts paid to him under this agreement.

**Art. 5**  
**Warranties**

- (1) Buyer is aware of the technical features of the invention.
- (2) The Sellers declare that legal defects in the intellectual property rights according to Preamble 1.-9. and technical defects in the inventions are not known to him. A liability for freedom

of known defects, particularly dependency of the inventions, is undertaken. All rights of warranty or rescission by Buyer are not excluded.

- (3) The Sellers guarantee that they own all rights of the intellectual property rights according to Preamble 1.-9. The Sellers warrant that there are not other claims by third parties to these rights and that there are not outstanding licenses or other agreements to these rights.

#### **Art. 6**

##### **Confidentially and Non-competition Clause**

The Sellers promise to keep knowledge relating to the patented process and the inventions confidential after the signature of this agreement, and, during a period of five years after the execution of this agreement, and not to become active in their own name or for third parties in the production of bags for at least partially enveloping the heart.

#### **Art. 7**

##### **No-challenge Clause**

The Sellers promise –as far as legally admissible- not to attack the intellectual property rights according to Preamble 1.-9. and not to assist third parties in attacks on these rights.

#### **Art. 8**

##### **Jurisdiction, Governing Law, Termination**

- (1) The patent court of the District Munich I will be competent for all controversies arising from and in relation to this agreement. This agreement is governed by German law.
- (2) No collateral agreements were made; modifications of this agreement have to be done in writing to become effective.
- (3) In the event any party believes the other party is in breach of the agreement, the aggrieved party may seek to terminate the agreement for cause only after given the other party written notice of any alleged breach and 60 days in which to cure such breach. In the event the



agreement is terminated for breach of the payment obligations of article 3(2) lit. a) and article 4, above, the rights listed in the preamble shall revert back to the Sellers. Following Buyer's payment to the Sellers of all amounts recited in article 3(2) lit. a) and article 4, the grant to Buyer of rights listed in the preamble shall be irrevocable.

(4) If any provision of this agreement is held to be or becomes invalid or if this agreement proves to be incomplete, nothing in this shall prejudice the validity of the remaining provisions. Instead of the invalid provision a valid provision is deemed to have been agreed which comes closest to the economic purpose pursued by the parties by the invalid provision; the same applies if this agreement proves to be incomplete.

(5) This Agreement is effective only after signature below by all of the parties listed below.

Wennigsen, 1.2.01

St. Paul, 14 Feb 01

22.01.01

Dr. Hans Haindl

D.G. Rohmberg

Acorn Cardiovascular Inc.

D.G. ROHMBERG  
PRESIDENT/CEO

Wörthsee, 29.01.2001

Dr. Claas Hohmann

Dr. Claas Hohmann

Reichenau, 25.1.01

Dr. Horst Linzmeier

Dr. Horst Linzmeier