

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Dr Georg Lutter	04/05/2011
Dr. Lucian Lozonschi	04/05/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Tendyne Medical, Inc.
Street Address:	300 E. Lombard Street
Internal Address:	Suite 840
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13275683
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(703)940-1142
Phone:	703-548-3569
Email:	info@juneaupartners.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Todd L. Juneau
Address Line 1:	333 N. Fairfax Street
Address Line 2:	Suite 305
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	TEND-ACCEL-STENT
NAME OF SUBMITTER:	Todd L. Juneau
<b>Total Attachments: 4</b> source=Franco_Lutter_License_Redacted#page1.tif source=Franco_Lutter_License_Redacted#page2.tif source=Franco_Lutter_License_Redacted#page3.tif source=Franco_Lutter_License_Redacted#page4.tif	

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of this April 1, 2011 (the "**Effective Date**") by and between Dr. Lucian Lozonschi and Dr. Georg Lutter (each a "**Licensor**," and collectively, the "**Licensors**"), and Tendyne Holdings, Inc. ("**Tendyne**"), with such foregoing entities also referred to hereafter individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, the Licensors are the owners of the Licensed Intellectual Property;

WHEREAS, Tendyne desires to obtain an exclusive license to the Licensed Intellectual Property and the Licensors are willing to grant Tendyne such a license.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions.** The following terms shall have the following respective meanings:

"**Affiliates**" shall mean, with respect to any specified Person, a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"**Agreement**" shall have the meaning set forth in the Introduction hereof.

"**Animal Studies**" shall have the meaning set forth in Section 2.2 hereof.

"**Applicable Claim**" means a Valid Claim of a Licensed Patent that but for the rights granted under this Agreement would be infringed by the manufacture, use, sale, offer for sale or importation of a Licensed Product in a country where the Licensed Product is manufactured, used, sold, offered for sale or imported.

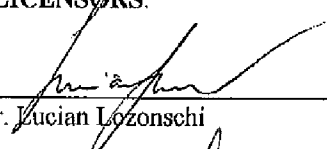
"**Claims**" shall mean any claim, action, arbitration, proceeding, review, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, informal, or threatened).

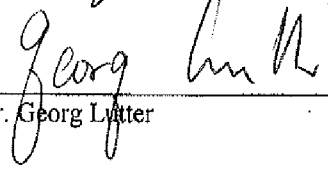
"**Confidential Information**" shall mean all proprietary and confidential information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") pursuant to, or in connection with this Agreement, including, without limitation, any information disclosed in contemplation of this Agreement prior to the Effective Date, regardless of the form or manner of disclosure. "**Confidential Information**" shall not include information: (a) of which the Receiving Party was rightfully in possession prior to disclosure, as evidenced by appropriate contemporaneous documentation; (b) that was independently developed by employees or agents of the Receiving Party without the benefit of Confidential Information provided by the Disclosing Party, as evidenced by appropriate contemporaneous documentation; (c) that the Receiving Party rightfully receives from a

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date first above written.

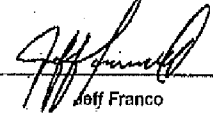
**THE LICENSORS:**

By:   
Dr. Lucian Lozonschi

By:  4-5-11  
Dr. Georg Lutter

**TENDYNE:**

Tendyne Holdings, Inc.

By:   
Name: Jeff Franco

Title: President

**EXHIBIT A**  
**Licensed Intellectual Property**

<b><u>Patent Family 1</u></b>			
PCT/DE08/001515	WO/2009/033469	Heart Valve Stent	10 Sept 2008 <i>Priority claimed to DE 10 2007 043830.5</i>
USA 12/677,958	2011/0004296	Heart Valve Stent	9 Sept 2010
EPO 2008/0801319	EP2194925	Heart Valve Stent	6 Apr 2010
<b><u>Patent Family 2</u></b>			
PCT/DE09/000176	WO/2010/091653	Catheter	11 Feb 2009
<b><u>German Patents (patentschrift)</u></b>			
10 2006 052564	pub'd 13 Dec 2007	Mitralklappenstent	6 Nov 2006
10 2007 043831	pub'd 2 Jul 2009	Katheter	13 Sept 2007

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<u>German Applications (offenlegungsschrift)</u>			
10 2007 043830	pub'd 2 Apr 2009	Herzklappenstent	13 Sept 2007

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