

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Relinquishment of Assignment - Assignments previously recorded on 8/31/05 under reel/frame 017442/0986 and on 2/1/05 under reel/frame 017459/0775
CONVEYING PARTY DATA	
Name	Execution Date
The General Hospital Corporation	11/04/2010
RECEIVING PARTY DATA	
Name:	Robert Levine
Street Address:	60 Longwood Avenue
Internal Address:	#1010
City:	Brookline
State/Country:	MASSACHUSETTS
Postal Code:	02446
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10523096
CORRESPONDENCE DATA	
Fax Number:	2129537201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-415-9200
Email:	ny.patent.docketing@dorsey.com
Correspondent Name:	Dorsey & Whitney LLP - NEW YORK OFFICE
Address Line 1:	51 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6119
ATTORNEY DOCKET NUMBER:	NO CLIENT CHARGE
NAME OF SUBMITTER:	Gary Abelev
Total Attachments: 6 source=486824-15#page1.tif source=486824-15#page2.tif source=486824-15#page3.tif source=486824-15#page4.tif source=486824-15#page5.tif source=486824-15#page6.tif	

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*RELINQUISHMENT LETTER*

*Date: February 24, 2009*

*Inventor's Name: Dr. Robert Levine*

*Address: 60 Longwood Ave, #1010  
Brookline, MA 02446*

Re: Invention Disclosure Title: MGH 2351, Cardiac Devices and Methods for Minimally Invasive Repair of Ischemic Mitral Regurgitation ("Chordal cutting")  
Disclosure Date: August 01, 2002 (US PROV 60/400,151)  
Patent Application Nos.: US 10/253, 096; EP 03767158.3; JP 2004-526409; CA 2,494,758.

Dear Dr. Levine:

The Office of Research and Licensing ("RL"), acting on behalf of **The General Hospital Corporation d/b/a Massachusetts General Hospital** ("HOSPITAL"), has determined, in accordance with Section 6.6 of the "Intellectual Property Policy for Partners- Affiliated Hospitals and Institutions" ("Policy") that HOSPITAL will relinquish its intangible property rights in the invention disclosed and enabled in **the above referenced patent application (s)** ("Invention").

If the Invention was conceived or reduced to practice with funding from an agency or department of the United States government (e.g. NIH, NSF, DOE)(the Government Agency or Department), your right to receive title to the Invention under 35 U.S.C. Sec. 201 et seq. (the Bayh Dole Act) shall not be effective until such time as RL notifies the Government Agency or Department that it is relinquishing its rights in the Invention to you and the Government Agency or Department, **in its discretion**, permits your receipt of the title to the Invention.

As you know, the HOSPITAL's primary goal relating to inventions that are subject to the Policy is to find the best pathway for those inventions to become useful products or services that will improve medical care, e.g. through the creation of new drugs, devices, therapies, or otherwise, and thereby benefit the public. We have decided to relinquish this Invention to you after internal review because of our judgment that doing so will maximize the likelihood that this invention will be so utilized.

This relinquishment applies solely to the above Invention. Any improvements to the Invention or further inventions you have made or may make that are owned by HOSPITAL in accordance with the Policy are and shall be owned by HOSPITAL and are not affected by this relinquishment. We remind you to notify RL when you make any such improvements or inventions.

HOSPITAL relinquishes its rights in the Invention to you with the understanding and on the condition that you have provided RL with an accurate description of the status of your research relating to the Invention, and that you have disclosed to RL any material information that you

have about the potential commercial uses of the Invention. By signing this letter below, you acknowledge that you have provided the foregoing information to RL. HOSPITAL further requires that you agree:

- 1) to use reasonable efforts to develop the Invention in a manner which will benefit the public and to report annually to CSRL the status of your development efforts;
- 2) to reimburse HOSPITAL for its legal expenses incurred in connection with the Invention and, if applicable, prior to the date HOSPITAL notifies the Government Agency or Department of its intent to relinquish the Invention to you, any other out-of-pocket costs incurred by HOSPITAL in connection with the filing, patenting, maintenance and defense of the Invention, when you receive income from the Invention, before retaining any revenues for yourself;
- 3) to directly assume all legal expenses, if any, associated with maintaining the Invention from the date HOSPITAL notifies the Government Agency or Department of its intent to relinquish the Invention to you and indemnify HOSPITAL for any damages, if any, it incurs as a result of your failure to directly assume such legal expenses.**
- 4) to share with HOSPITAL 25% of any Net Income. "Net Income" is herein defined as gross income less reasonable out-of-pocket legal and licensing expenses you receive that is attributable to the Invention. Net Income shall include, but not be limited to, income or royalties received by you from the sale of any product, process or service embodying the Invention, any fees received by you for licensing or assigning the Invention, and any milestone payments and/or equity consideration received by you that are attributable to the Invention. These payments shall be made to HOSPITAL within 60 days of receipt.
- 5) that HOSPITAL retains, for itself and its Affiliates, a non-exclusive, royalty-free license to use the Invention for research, educational and patient care purposes;
- 6) that any not-for-profit entity and co-inventors of the Invention shall have a non-exclusive, royalty-free license to use the invention for research and educational purposes;
- 7) to fulfill all obligations under laws, regulations, or agreements pertaining to the research which led to the Invention, including but not limited to:
  - obligations to the U.S. Government as set forth in 35 U.S.C. Sec. 201-211 and the regulations promulgated thereunder, with respect to any government-funded invention, it being understood that among the rights granted the U.S. Government is a royalty-free, non-exclusive, non-transferable license to practice said invention,
  - obligations under sponsored research and material transfer agreements, e.g., obligations to share royalty income with the sponsor and to provide reports to the sponsor;

8) to secure indemnity protection with insurance backing for HOSPITAL, as provided in Appendix A attached hereto, prior to any commercial exploitation of the Invention. In the event that you enter into any license or assignment of the Invention to a third party for the purpose of commercial exploitation of the Invention, the license or assignment must include said indemnification with insurance backing of HOSPITAL and you must submit any such proposed license or assignment to CSRL for review at least thirty (30) days prior to its execution;

9) to not use HOSPITAL's name, or that of any of its trustees, officers, employees, staff members, students, or any adaptation thereof, in any advertising, promotional or sales literature in connection with the Invention, including any document employed to obtain funds or financing, without prior approval from HOSPITAL.

We remind you that should you wish to commercialize this Invention now or in the future, your financial interest in the Invention may create a conflict of interest under Harvard Medical School and Partners conflicts of interest policies that will limit or prevent you from conducting future research relating to the Invention at HOSPITAL. Therefore, if you now, or at any future time, contemplate moving forward on your own to commercialize the Invention and also contemplate continuing research relating to the Invention at HOSPITAL, we urge you to discuss with RL the potential conflict of interest ramifications.

**We also request that you send a copy of this letter to your Chief of Service/Chairman of Department and ask that he/she indicate his/her approval of this relinquishment by signing the copy and returning it to this office. Upon RL's receipt of his/her approval, upon receipt of a copy of this letter countersigned by you, and upon determination by RL that the United States government will not elect title in the Invention, this relinquishment and assignment shall become effective.**

Should you have any questions or concerns, feel free to call me.

Sincerely,



Frances Toneguzzo, Ph.D.  
Director, Research and Licensing

I have disclosed fully to CSRL the above-described information pertaining to the Invention, and I will comply with the conditions outlined in this letter:

Signature: Robert A. Levine  
Name: Robert A. Levine  
Date: November 3, 2010

**Chief of Service/Chairman of Department:**

I have reviewed the letter above, and acknowledge and agree that the referenced Invention(s) shall be returned to Dr. Levine.

Signature: Mullam DZ WZ  
Name: A. Mullam DZ  
Date: 11/4/10

## Appendix A

### **INDEMNIFICATION AND INSURANCE**

#### **1.1 Indemnification.**

- (a) COMPANY shall indemnify, defend and hold harmless HOSPITAL and its AFFILIATES and their respective trustees, directors, officers, medical and professional staff, employees, and agents and their respective successors, heirs and assigns (the "INDEMNITEES"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the INDEMNITEES or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any product, process or service made, used or sold pursuant to any right or license granted under this AGREEMENT.
- (b) COMPANY agrees, at its own expense, to provide attorneys reasonably acceptable to the HOSPITAL to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought; provided, however, that any INDEMNITEE shall have the right to retain its own counsel, at the expense of COMPANY, if representation of such INDEMNITEE by counsel retained by COMPANY would be inappropriate because of actual or potential differences in the interests of such INDEMNITEE and any other party represented by such counsel. COMPANY agrees to keep HOSPITAL informed of the progress in the defense and disposition of such claim and to consult with HOSPITAL prior to any proposed settlement.
- (c) This section 1.1 shall survive expiration or termination of this AGREEMENT.

#### **1.2 Insurance.**

- (a) Beginning at such time as any such product, process or service is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by COMPANY, an AFFILIATE or SUBLICENSEE, COMPANY shall, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than \$2,000,000 per incident and \$2,000,000 annual aggregate and naming the INDEMNITEES as additional insureds. Such commercial general liability insurance shall provide (i) product liability coverage and (ii) broad form contractual liability coverage for COMPANY's indemnification under Section 8.1 of this AGREEMENT. If COMPANY elects to self-insure all or part of the limits

described above (including deductibles or retentions which are in excess of \$250,000 annual aggregate) such self-insurance program must be acceptable to the HOSPITAL and the Risk Management Foundation. The minimum amounts of insurance coverage required under this Section 8.2 shall not be construed to create a limit of COMPANY's liability with respect to its indemnification under Section 8.1 of this AGREEMENT.

- (b) COMPANY shall provide HOSPITAL with written evidence of such insurance upon request of HOSPITAL. COMPANY shall provide HOSPITAL with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance; if COMPANY does not obtain replacement insurance providing comparable coverage prior to the expiration of such fifteen (15) day period, HOSPITAL shall have the right to terminate this AGREEMENT effective at the end of such fifteen (15) day period without notice or any additional waiting periods.
- (c) COMPANY shall maintain such commercial general liability insurance beyond the expiration or termination of this AGREEMENT during (i) the period that any such product, process, or service is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by COMPANY or by a licensee, affiliate or agent of COMPANY and (ii) a reasonable period after the period referred to in (c) (i) above which in no event shall be less than fifteen (15) years.
- (d) This section 1.2 shall survive expiration or termination of this AGREEMENT.