

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Philippe Reb</td> <td>01/13/2011</td> </tr> <tr> <td>Pierre Marion</td> <td>01/13/2011</td> </tr> <tr> <td>Barbara De Gioannis</td> <td>01/13/2011</td> </tr> <tr> <td>James Krom</td> <td>01/20/2011</td> </tr> </tbody> </table>		Name	Execution Date	Philippe Reb	01/13/2011	Pierre Marion	01/13/2011	Barbara De Gioannis	01/13/2011	James Krom	01/20/2011
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Biosphere Medical, SA</td> </tr> <tr> <td>Street Address:</td> <td>1600 West Merit Parkway</td> </tr> <tr> <td>City:</td> <td>South Jordan</td> </tr> <tr> <td>State/Country:</td> <td>UTAH</td> </tr> <tr> <td>Postal Code:</td> <td>84095</td> </tr> </table>		Name:	Biosphere Medical, SA	Street Address:	1600 West Merit Parkway	City:	South Jordan	State/Country:	UTAH	Postal Code:	84095
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 8015786999  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 801-328-3131        Email: patlaw@stoel.com</p> <p>Correspondent Name: MERIT MEDICAL SYSTEMS, INC. C/O STOEL RI        Address Line 1: ONE UTAH CENTER        Address Line 2: 201 SOUTH MAIN STREET -- SUITE 1100        Address Line 4: SALT LAKE CITY, UTAH 84111</p>											
ATTORNEY DOCKET NUMBER:	37621/60404										
NAME OF SUBMITTER:	Matthew S. Bethards										
Signature:	/Matthew S. Bethards/										

PATENT

Date:

05/08/2013

**Total Attachments: 3**

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### ASSIGNMENT

WHEREAS, WE, Philippe Reb, citizen of France, residing at 7, ruelle Barat, 95450 Théméricourt, France; Pierre Marion, citizen of France, residing at 2, allée Maurice Genevoix, 93360 Neuilly Plaisance, France and Barbara De Gioannis, citizen of France, residing at 44, rue Roger Duplessis, 60140 Liancourt, France; ASSIGNORS, are inventors of the invention in MICROSPHERES USEFUL FOR THERAPEUTIC VASCULAR EMBOLIZATION, and for which we have executed an application(s) for a Patent(s)

- ☒ which is identified by Jones Day docket no. 9676-345-999
- ☒ which was filed on January 27, 2010, U.S. Application No. 61/460,742 (formerly U.S. Application No. 12/695,080)
- ☒ which is identified by Jones Day docket no. 9676-345-227
- ☒ which was filed on January 27, 2010, EP Application No. 10305093.6

and WHEREAS, BioSphere Medical, SA (now a wholly owned subsidiary of Merit Medical Systems, Inc.), having an office for the transaction of business at Parc des Nations, 383 rue de la Belle Etoile, ZI Paris Nord II, 95 700 Roissy En France, France, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application(s):

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said application(s) and all divisions, renewals and continuations thereof, and all Patents of the United States or other countries which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application(s) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 15<sup>th</sup> January 2011

Philippe Reb \_\_\_\_\_ L.S.

WITNESS Pierre Marion

WITNESS Barbara De Gioannis

Date

13-04-2011

Pierre Marion

L.S.

WITNESS

WITNESS

Date

13/04/2011

Barbara De Gioannis

L.S.

WITNESS

WITNESS

ASSIGNMENT

WHEREAS, I, James Krom, ASSIGNOR, citizen of the United States, residing at 50 Trowbridge Street, Belmont, MA 02478, USA, am an inventor of the invention in MICROSPHERES USEFUL FOR THERAPEUTIC VASCULAR EMBOLIZATION, and for which I have executed an application(s) for a Patent(s)

- ☒ which is identified by Jones Day docket no. 9676-345-999
- ☒ which was filed on January 27, 2010, U.S. Application No. 61/460,742 (formerly U.S. Application No. 12/695,080)
- ☒ which is identified by Jones Day docket no. 9676-345-227
- ☒ which was filed on January 27, 2010, EP Application No. 10305093.6

and WHEREAS, Biosphere Medical, Inc. (now a wholly owned subsidiary of Merit Medical Systems, Inc.), having an office for the transaction of business at 1050 Hingham Street, Rockland, MA 02370, USA, ASSIGNEE, is desirous of obtaining my entire right, title and interest in, to and under the said invention and the said application(s):

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application(s) and all divisions, renewals and continuations thereof, and all Patents of the United States or other countries which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said application(s) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20<sup>th</sup> day of January, 2011.

James A. Krom  
James Krom

L.S.

State of Massachusetts  
County of Middlesex ) SS.:

On Jan 20, 2011 [date], before me, IRENE MARTIN ZONA, Notary Public, personally appeared James Krom, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

