

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2591065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT OF LICENSE OF PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
ENDOSCOPIC TECHNOLOGIES, INC. D/B/A ESTECH	10/11/2013
RECEIVING PARTY DATA	
Name:	TERUMO CARDIOVASCULAR SYSTEMS CORPORATION
Street Address:	6200 JACKSON ROAD
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48103
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6251065
Patent Number:	6607479
Patent Number:	6890292
Patent Number:	6902523
Patent Number:	6936002
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
Phone:	734-930-0121
Email:	asujek@bodmanlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ANGELA ALVAREZ SUJEK - BODMAN PLC
Address Line 1:	201 SOUTH DIVISION, SUITE 400
Address Line 4:	ANN ARBOR, MICHIGAN 48104
NAME OF SUBMITTER:	ANGELA ALVAREZ SUJEK
Signature:	/Angela Alvarez Sujek/

OP \$200.00 6251065

Date:

10/25/2013

Total Attachments: 4

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Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of October 11, 2013 (the "Effective Date"), by and between Endoscopic Technologies, Inc., a Delaware corporation d/b/a Estech ("Assignor") and Terumo Cardiovascular Systems Corporation, a Delaware corporation ("Assignee").

RECITALS

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as October 11, 2013 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets of Assignor (each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement); and

Pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the Effective Date and in accordance with and subject to the Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers (collectively, the "Assignment") to Assignee, all of Assignor's right, title, and interest in and to, the Purchased Company Assets. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Liabilities. Without limiting the generality of the foregoing and for further clarity, (i) the Purchase Agreement and this Agreement comprise a written contract by which Assignee agrees to be bound by, effective as of the date hereof, the terms and conditions of the Patent License Agreement dated September 27, 2004, to the same extent as the Assignor with respect to all the obligations of Assignor thereunder and (ii) the License Agreement dated October 3, 2002 between Gary S. Kochamba, M.D. and Assignor is incorporated by reference herein in accordance with Section 9.1 thereof.

2. Except for the Assumed Liabilities, any and all other Liabilities of Assignor, whether now existing or hereafter arising, shall remain the sole obligation of Assignor and shall be fully paid and discharged by Assignor as and when due (whether prior to or after the Closing), except as may be provided in the Purchase Agreement, it being expressly understood and agreed that Assignee shall not assume or otherwise become obligated for any of Excluded Liabilities of any kind or nature, direct or indirect, existing or future, fixed or contingent, whether arising by contract, tort, statute, operation of law or otherwise.

3. Notwithstanding the foregoing or any other provision of this Agreement nothing contained in this instrument shall in any way supersede, modify, replace, amend, change,

rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Assignor or Assignee, set forth in the Purchase Agreement, this instrument being intended only to effect the transfer of the Purchased Company Assets sold by Assignor to Assignee pursuant to the Purchase Agreement.

4. The provisions hereof shall inure to the benefit of and be binding upon the successors and permitted assigns of Assignor and Assignee, as permitted by Section 7.6 of the Purchase Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, together, shall constitute one and the same agreement. A facsimile or portable document format (PDF) signature of any party shall be binding as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed by or on behalf of each of the parties as of the day first above written.

ENDOSCOPIC TECHNOLOGIES, INC.

By: 

Name: John Pavlidis

Title: President & CEO

TERUMO CARDIOVASCULAR SYSTEMS
CORPORATION

By: _____

Name: Mark Sutter

Title: President & CEO

PATENT

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ENDOSCOPIC TECHNOLOGIES, INC.

By: _____
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Title: President & CEO

**TERUMO CARDIOVASCULAR SYSTEMS
CORPORATION**

By:  _____
Name: Mark Sutter
Title: President & CEO