

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2611382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
W. L. GORE & ASSOCIATES, INC.	11/11/2013
RECEIVING PARTY DATA	
Name:	EMBOLITECH, LLC
Street Address:	7200 N. MOPAC
Internal Address:	SUITE 130
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78731
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7220269
Application Number:	12152367
Application Number:	12738702
CORRESPONDENCE DATA	
Fax Number:	(512)457-8008
Phone:	512-457-8000
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DUBOIS, BRYANT & CAMPBELL LLP
Address Line 1:	700 LAVACA STREET
Address Line 2:	SUITE 1300
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	3652-2
NAME OF SUBMITTER:	ASHLEY LUNDSTEN

502565594

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OP \$120.00 7220269

Signature:	/Ashley Lundsten/
Date:	11/12/2013
<b>Total Attachments: 4</b> source=WLGoretoEmbolitech#page1.tif source=WLGoretoEmbolitech#page2.tif source=WLGoretoEmbolitech#page3.tif source=WLGoretoEmbolitech#page4.tif	

## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment"), effective as of November 11, 2013 (the "Effective Date"), is entered into by and between W. L. Gore & Associates, Inc., a Delaware incorporated company ("Assignor"), and Embolitech, LLC, a Texas limited liability company ("Assignee"). Assignor and Assignee are each a "Party" and collectively the "Parties."

WHEREAS, Assignor and Assignee are, among others, parties to that certain Asset Purchase Agreement dated as of November 18, 2010 (the "Agreement"), pursuant to which Assignee sold, and Assignor purchased, the Assets (as defined in the Agreement) which include the Patents identified and set forth on the attached Exhibit A (hereinafter, "Patents");

WHEREAS, pursuant to Section 5.1(b)(3) of the Agreement, if Assignor did not commercialize the Patents, then the Patents would revert to Assignee; and

WHEREAS, to effectuate and confirm the reversion, Assignor is entering into this Assignment whereby Assignor assigns the entirety of Assignor's right, title and interest in and to the Patents back to Assignee, all on the terms set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, any and all of Assignor's entire right, title and interest in and to the Patents, including without limitation:

- a. All inventions that are disclosed in the Patents;
- b. Any reissue applications related to the Patents that have been filed in the United States;
- c. All rights, priorities and privileges of Assignor provided under the laws of the United States;
- d. All rights to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the foregoing rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
- e. Any and all rights to obtain re-examinations, extensions or other legal protections pertaining to the foregoing rights (the rights in Section 1, collectively the "Assigned Rights").

2. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

3. Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that Assignor is granting back to Assignee all right, title and interest in and to the Patents that Assignor received from Assignee pursuant to the Agreement. Since receipt of such Patents, Assignor has not granted any rights to the Patents to any third party and has not encumbered the Patents to any extent. Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

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4. Assignee, and its successors and assigns, shall have the right to hold the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Notwithstanding the foregoing, Assignee may elect, in its sole discretion, whether or not to pay any maintenance fees due in connection with the Assigned Rights and, if it elects to pay maintenance fees, it has the sole obligation to make such payments.

5. The Parties agree that if any term or provision of this Assignment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, then such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Assignment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Assignment. If any provision or part thereof of this Assignment is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

6. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and received by the other Party.

7. This Assignment may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Assignment shall be binding unless it is in writing and signed by all Parties.

8. Assignor requests the Commissioner of Patent and Trademarks to assign the Patents to Assignee, as the Assignee of the Patents and any Letters Patent to be issued thereon, for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

William D. Wiese  
Dubois, Bryant & Campbell, LLP  
700 Lavaca Street, Suite 1300  
Austin, Texas 78701

[Signature Page Follows]

AND Assignor acknowledges an obligation of assignment of the Patents to Assignee at the time the Asset Purchase Agreement was made.

W. L. Gore & Associates, Inc.

By: 

Name: A. Holliday Williams

Title: Secretary-Treasurer

Date: November 11, 2013

Embolitech, LLC

By: 

Name: Rex Grier, MD

Title: Managing member

Date: November 12, 2013

**EXHIBIT A**

<b>Patent of Application No.</b>	<b>Title</b>
US 7220269	Thrombectomy Catheter System with Occluder and Method of Using Same
US 2008/0312681	Catheter for Removal of an Organized Embolic Thrombus
USSN 12/738,702	Intravascular Guidewire Filter System for Pulmonary Embolism Protection and Embolism Removal or Maceration