

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2847065

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DAVID ZAHNISER	03/03/2009
RECEIVING PARTY DATA		
Name:	CONSTITUTION MEDICAL, INC.	
Street Address:	186 LINCOLN STREET, 3RD FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13619381	
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617 542-5070	
Email:	apsi@fr.com	
Correspondent Name:	J. PETER FASSE	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O. BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	28441-0005002	
NAME OF SUBMITTER:	NANCY MCCOY	
SIGNATURE:	/NancyMcCoy/	
DATE SIGNED:	05/08/2014	
Total Attachments: 8		
source=DavidZahniser_CMI#page1.tif		
source=DavidZahniser_CMI#page2.tif		
source=DavidZahniser_CMI#page3.tif		
source=DavidZahniser_CMI#page4.tif		
source=DavidZahniser_CMI#page5.tif		
source=DavidZahniser_CMI#page6.tif		

PATENT

source=DavidZahniser_CMI#page7.tif

source=DavidZahniser_CMI#page8.tif

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is entered into this 3rd day of March, 2009 (the "**Effective Date**").

BY AND BETWEEN: Dr. David Zahniser, having an address at 33 Sheridan Road, Wellesley, MA

(hereinafter referred to as "**Consultant**");

and Constitution Medical, Inc., a Delaware corporation, having its principal office at Boston Independence Wharf, 470 Atlantic Avenue, 4th Floor, Boston, MA 02210

(hereinafter referred to as "**CMI**");

and Constitution Medical Investors, Inc., a Delaware corporation, having its principal office at Boston Independence Wharf, 470 Atlantic Avenue, 4th Floor, Boston, MA 02210

(hereinafter referred to as "**CMII**"),

(Consultant, CMI and CMII each referred to individually as a "**Party**" and together as "**Parties**");

WHEREAS, CMI is a medical research and development company focused on the identification, acquisition and commercialization of innovative, healthcare-related platform technologies;

WHEREAS, CMI is a wholly owned subsidiary of CMII;

WHEREAS, Consultant is a principal of CIS, and in connection with the Assignment and License Agreement, Consultant desires to provide Consulting

Services (as defined in **Article 3** hereunder) to CMI, and CMI desires to receive such Consulting Services;

WHEREAS, Consultant, in the course of providing the Consulting Services, will have access to confidential information of CMI or in CMI's possession, and it is of the utmost significance for the continuity and continued commercial and financial success of CMI that such confidential information remain confidential; and

WHEREAS, Consultant will be using the confidential information of CMI as well as intellectual property owned by or licensed to CMI in providing the Consulting Services, and as such confidential information and intellectual property is of utmost importance to the continuity and continued commercial and financial success of CMI, all rights resulting from the Consulting Services must be owned by, and/or assigned to, CMI.

NOW, THEREFORE, in consideration of the mutual premises and covenants above and below in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Article 1 - APPOINTMENT OF CONSULTANT

CMI hereby appoints Consultant and Consultant hereby agrees to provide to CMI the consulting services described in **Article 3** in accordance with the terms and conditions of this Agreement.

Article 2 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT

Consultant hereby represents, warrants and covenants to CMI that:

- 2.1 he is free to enter into this Agreement;
- 2.2 he is not presently a party to any conflicting agreements with third parties or under any obligation to any third party that would interfere, limit, or otherwise restrict his right or ability to provide Consulting Services or to fulfill his obligations under this Agreement;
- 2.3 he will inform CMI of any conflict between his obligations in accordance with this Agreement and (a) any obligations he may have to preserve the confidentiality of another's proprietary information or

materials, (b) any rights a third party may claim to any inventions or ideas before using the same on CMI's behalf, or (c) any rights he may claim to inventions or ideas before using the same on CMI's behalf; otherwise, once Consulting Services are performed by Consultant, CMI may conclude that no such conflict exists and Consultant agrees thereafter to make no such claim against CMI;

2.4 that Consultant shall perform the Consulting Services on a Best Efforts basis. For the purposes of this Agreement, the term "**Best Efforts**" shall mean to take all necessary actions to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome. Consultant agrees to perform the Consulting Services required in accordance with generally accepted consulting and ethical business practices; and

2.5 CMI and Consultant each acknowledge the obligations of Consultant set forth on Schedule 2.5 hereto. Consultant represents that these obligations do not present a conflict with Consultant's obligations under this Agreement. CMI covenants that it expects, and will permit, Consultant to comply with such obligations, and will not require Consultant to take any action in violation of such obligations (other than with respect to the matter disclosed in Section 1.D of Schedule 2.5).

Article 3 - CONSULTING SERVICES

In accordance with the terms and conditions of this Agreement, Consultant agrees to provide CMI with assistance in the research, development and commercialization of products relating to the CMI Business, as reasonably requested by CMI or as otherwise agreed to by the Parties (the "**Consulting Services**"). Consultant shall receive all specific requests for services from any representative of CMI identified from time to time in writing by CMI. Consultant agrees not to make use of any CMI facilities, space, materials or other resources (inclusive of the CMI Confidential Information and Consultant Intellectual Property) outside of performing the Consulting Services, and shall not knowingly make use of any intellectual property, confidential information or other proprietary information or materials of any third party in performance of the Consulting Services, except upon CMI's prior written consent and subject to a written license agreement granting CMI appropriate rights therein.

7.3

7.4

Article 8 - INTELLECTUAL PROPERTY

8.1 **Assignment.** Consultant agrees, without limiting the reach of the following, that all materials, information, results, proceeds, formulas, techniques, processes, procedures, compounds, equipment, products, ideas, trade secrets, know-how, discoveries, inventions, improvements, manufacturing secrets, and other work product, whether or not patentable, that result from the Consulting Services, regardless of the

time or place performed, whether related to the CMI Business, and whether arising by his own deed or from the collaboration with others ("**Consultant's Intellectual Property**"), shall belong to and become the exclusive and absolute property of CMI. Consultant agrees that all of Consultant's Intellectual Property and any copyrights, patents, trademarks, trade names, moral rights or similar rights ("**Intellectual Property Rights**") therein shall be the sole and exclusive property of CMI. Consultant agrees that any and all portions of the Consultant's Intellectual Property that are works of authorship shall be deemed to be "works made for hire" within the meaning of the United States copyright law and, as such, all rights therein, including copyrights, shall belong solely and exclusively to CMI from the time of their making. To the extent any such work of authorship may not be deemed to be a work made for hire and with respect to all other aspects of Consultant's Intellectual Property, Consultant agrees to, and hereby, irrevocably assigns to CMI all Consultant's rights, title and interest in and to all such Consultant's Intellectual Property and Intellectual Property Rights therein. CMI shall be the sole owner of all domestic and foreign rights pertaining to Consultant's Intellectual Property and the Intellectual Property Rights therein (notwithstanding CMI's right at any time to sell, assign or otherwise transfer any of its rights). Notwithstanding the foregoing, CMI shall not obtain any rights or interest under this Agreement in any of Consultant's intellectual property which was conceived outside of the performance of rendering the Consulting Services under this Agreement. Without limiting any other provision of this Agreement, Consultant hereby waives, and agrees not to assert, any Moral Rights that he may have with respect to the Consultant's Intellectual Property. For the purposes of this Agreement, "**Moral Rights**" means any right to claim authorship of a work, any rights to object to any distortion or other modification of a work, and any similar right, existing under the laws of any country in the world or under any treaty whether as of the Effective Date or thereafter.

In addition, notwithstanding the foregoing paragraphs, in the event that the Assignment and License Agreement is terminated in accordance with its terms pursuant to Section 9.1(b) or 9.1(c) thereof, all obligations of Consultant, and all assignments made by Consultant to CIS, made under this Section 8.1 shall become null and void and all Consultant's Intellectual Property within the CBC Field and all


Intellectual Property Rights within the CBC Field shall thereafter become the sole and exclusive property of Consultant.

8.2

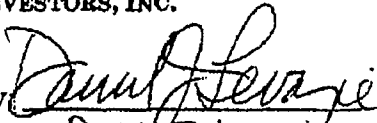
Disclosure and Assistance. Consultant agrees to promptly disclose to CMI all the facts known to him regarding Consultant's Intellectual Property; to sign all the documents, to make all rightful oaths and, generally, to do everything in his power to assist CMI or any party designated by CMI, to obtain proper protection for and to enforce such Consultant's Intellectual Property and the Intellectual Property Rights therein in all countries and to vest in CMI the entire right, title and interest in and to Consultant's Intellectual Property and Intellectual Property Rights therein worldwide at the sole cost and expense of CMI. Without limiting the foregoing, upon the request of CMI and at CMI's expense, Consultant shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Consultant's Intellectual Property and Intellectual Property Rights therein to CMI, and appoints any officer of CMI as his duly authorized attorney to execute and file the same before any government agency, court or authority in the name of Consultant.

WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first indicated above.

CONSTITUTION MEDICAL, INC.

By: 
Name: Daniel J. Levangle
Title: President and Chief Executive Officer
Fax: (617) 262-0494

**CONSTITUTION MEDICAL
INVESTORS, INC.**

By: 
Name: Daniel J. Levangle
Title: President and Chief Executive Officer
Fax: (617) 262-0494

DR. DAVID ZAHNISER
Fax:

WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first indicated above.

CONSTITUTION MEDICAL, INC.

By: _____
Name:
Title :
Fax:

CONSTITUTION MEDICAL
INVESTORS, INC.

By: _____
Name:
Title :
Fax:


DR. DAVID ZAHNISER
Fax: