

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3248482

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
COVIDIEN LP		01/27/2015
RECEIVING PARTY DATA		
Name:	THE SPECTRANETICS CORPORATION	
Street Address:	9965 FEDERAL DRIVE	
City:	COLORADO SPRINGS	
State/Country:	COLORADO	
Postal Code:	80921	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
PCT Number:	US2009056842	
PCT Number:	US2010027731	
Patent Number:	8257722	
Application Number:	14254160	
Application Number:	12558420	
Patent Number:	8128951	
Patent Number:	8114429	
Patent Number:	8563023	
Patent Number:	8491925	
Patent Number:	8673332	
Patent Number:	8734825	
Application Number:	14032336	
Application Number:	14149862	
Application Number:	61665758	
Application Number:	13926515	
PCT Number:	US2013048052	
Application Number:	14162900	
PCT Number:	US2015010786	
CORRESPONDENCE DATA		

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: docket@cdfslaw.com, sschlie@cdfslaw.com

Correspondent Name: SARAH SCHLIE

Address Line 1: 445 BROAD HOLLOW ROAD

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ATTORNEY DOCKET NUMBER:	2209-0
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NAME OF SUBMITTER:	SARAH SCHLIE
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SIGNATURE:	/Sarah Schlie/
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DATE SIGNED:	03/03/2015
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Total Attachments: 9

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PATENT ASSIGNMENT AGREEMENT

by and between

COVIDIEN LP

and

THE SPECTRANETICS CORPORATION

Dated as of January 27, 2015

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), is made and entered into as of the 27th day of January, 2015, by and between Covidien LP, a Delaware limited partnership (“Seller”), and The Spectranetics Corporation, a Delaware corporation (“Purchaser” and, together with Seller, the “Parties”).

RECITALS

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of October 31, 2014 (the “Purchase Agreement”), pursuant to which Seller has agreed to sell and transfer to Purchaser, and Purchaser has agreed to purchase and assume from Seller, the Purchased Assets and the Assumed Liabilities;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the Purchase Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, Purchaser desires to acquire, and Seller desires to sell, transfer, convey and assign to Purchaser all of Seller’s right, title and interest in, to and under the patents and patent applications identified in Appendix A hereto (the “Transferred Patents”).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. Seller does hereby sell, assign and transfer to Purchaser all of Seller’s right, title and interest in, to and under the Transferred Patents, and any reexamination and reissue certificates thereto, including the right to sue and collect and retain damages and costs and attorneys’ fees for past, present and future infringement of the Transferred Patents, and to fully and entirely stand in the place of the Seller in all matters related to the Transferred Patents.

2. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, OR REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY TRANSFERRED PATENTS.

3. General Provisions.

A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. This Agreement, Appendix A hereto, the Purchase

Agreement, the Confidentiality Agreement and the other Ancillary Agreements, contains the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written relating to the subject matter hereof. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

B. Seller agrees that, upon request and without further compensation, but at Purchaser's expense, it and its legal representatives and assigns will do all lawful acts that may be reasonably necessary for obtaining, maintaining, reexamining or reissuing said Transferred Patents in the United States and throughout the world, and for perfecting, recording, and maintaining the title of Purchaser, its successors and assigns, to said Transferred Patents in the United States and throughout the world.

C. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any letters patent granted for said Transferred Patents to Purchaser, its successors and assigns as the assignee of Seller's interest in the Transferred Patents.

4. Governing Law. This Agreement, the rights of the Parties and all Proceedings arising in whole or in part under or in connection herewith shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to any conflicts of law principles of such state that might apply the law of another jurisdiction.

5. Consent to Jurisdiction. With respect to any Proceeding relating to this Agreement, each Party irrevocably (i) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the District of Delaware or the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the City of Wilmington) and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. The foregoing consent to jurisdiction shall not constitute general consent to service of process in the State of Delaware for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective Parties to this Agreement. Each of Seller and Purchaser irrevocably agrees that service of any process, summons, notice or document by United States registered mail to such Party's address set forth above shall be

effective service of process for any Proceeding in Delaware with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 5. Notwithstanding the foregoing, a Party may commence any Proceeding in any court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by any of the above-named courts.

APPENDIX A

Transferred Patents

#	Patent Title	Country	Application No.	Filed Date	Patent No.	Issue Date
1.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Australia	2009291552	14 Sep 2009	2009291552	17 Jul 2014
2.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Australia	2014202149	14 Sep 2009		
3.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Australia	2010346621	17 Mar 2010	2010346621	03 Jul 2014
4.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Canada	2736500	14 Sep 2009		
5.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Canada	2789565	17 Mar 2010		
6.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	China	200980136918.6	14 Sep 2009	ZL200980136918.6	13 Nov 2013
7.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	China	201080064497.3	17 Mar 2010		
8.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	European Patent	09792515.0	14 Sep 2009		
9.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	European Patent	10716921.1	17 Mar 2010		
10.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Hong Kong	12101257.2	15 Sep 2008	HK 1160783	20 Jun 2014
11.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Hong Kong	13105752.2	17 Mar 2010		
12.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Japan	2011-527028	14 Sep 2009		
13.	Local Delivery of Water-Soluble or Water-Insoluble	Japan	2014-142111	17 Mar 2010		

#	Patent Title	Country	Application No.	Filed Date	Patent No.	Issue Date
	Therapeutic Agents to the Surface of Body Lumens					
14.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Japan	2012-554976	17 Mar 2010		
15.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	New Zealand	591719	14 Sep 2009	591719	26 Mar 2013
16.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	New Zealand	601762	17 Mar 2010	601672	06 Jan 2015
17.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Patent Cooperation Treaty	PCT/US2009/056842	14 Sep 2009		
18.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	Patent Cooperation Treaty	PCT/US2010/027731	17 Mar 2010		
19.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	12/210344	15 Sep 2008	8257722	04 Sep 2012
20.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	14/254160	16 Apr 2014		
21.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	12/558420	11 Sep 2009		
22.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	12/712134	24 Feb 2010	8128951	06 Mar 2012
23.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	12/726101	17 Mar 2010	8114429	14 Feb 2012
24.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	13/310320	02 Dec 2011	8563023	22 Oct 2013
25.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	13/310326	02 Dec 2011	8491925	23 Jul 2013
26.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	13/560538	12 Jul 2012	8673332	18 Mar 2014

#	Patent Title	Country	Application No.	Filed Date	Patent No.	Issue Date
27.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	13/919443	17 Jun 2013	8734825	27 May 2014
28.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	14/032336	20 Sep 2013		
29.	Local Delivery of Water-Soluble or Water-Insoluble Therapeutic Agents to the Surface of Body Lumens	United States of America	14/149862	08 Jan 2014		
30.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	United States of America	61/665758	28 Jun 2012		
31.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	United States of America	13/926515	25 Jun 2013		
32.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Patent Cooperation Treaty	PCT/US13/48052	27 Jun 2013		
33.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Australia	2013280330	27 Jun 2013		
34.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Brazil	BR112014031464-0	27 Jun 2013		
35.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Canada		27 Jun 2013		
36.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	China	201380032796.2	27 Jun 2013		

#	Patent Title	Country	Application No.	Filed Date	Patent No.	Issue Date
37.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	European Patent	13737486.4	27 Jun 2013		
38.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	India	9701/DELNP/2014	27 Jun 2013		
39.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Japan		27 Jun 2013		
40.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Korea, Republic of (KR)	10-2014-7036098	27 Jun 2013		
41.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	New Zealand	701765	27 Jun 2013		
42.	POST-PROCESSING OF A MEDICAL DEVICE TO CONTROL MORPHOLOGY AND MECHANICAL PROPERTIES	Russian Federation	2014145442	27 Jun 2013		
43.	Coatings for Medical Devices	United States of America	14/162900	24 Jan 2014		
44.	Coatings for Medical Devices	Patent Cooperation Treaty	PCT/US15/10786	09 Jan 2015		