

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MICHAEL D. WORDEN	04/29/2003
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CARDIAC SCIENCE, INC.	
<b>Street Address:</b>	5474 FELTL ROAD	
<b>City:</b>	MINNETONKA	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55343	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7065401	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)349-9266	
<i>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.</i>		
<b>Phone:</b>	612-349-5745	
<b>Email:</b>	pommier@ptslaw.com	
<b>Correspondent Name:</b>	JAMES P. RIEKE	
<b>Address Line 1:</b>	80 SOUTH 8TH STREET	
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<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	1798.144US01	
<b>NAME OF SUBMITTER:</b>	ANN POMMIER	
<b>SIGNATURE:</b>	/Ann Pommier/	
<b>DATE SIGNED:</b>	12/31/2015	
<b>Total Attachments: 8</b>		
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## **LICENSE AGREEMENT**

THIS AGREEMENT is made effective as of the last date of execution set forth below and is between Cardiac Science, Inc. hereinafter referred to as LICENSEE, a corporation of the State of California and having headquarters at 1900 Main Street, Suite 700, Irvine, California 92614 and offices at 5474 Feltl Road, Minnetonka, Minnesota 55343, and Michael D. Worden, hereinafter referred to as LICENSOR, an individual having a residence at 1111 East University Drive, #108, Tempe, Arizona 85281.

### **RECITALS**

WHEREAS, LICENSOR possesses certain information and knowledge relating to a "METHOD OF APPLYING ELECTRICAL SIGNALS TO A PATIENT AND AUTOMATIC WEARABLE EXTERNAL DEFIBRILLATOR", invented by Michael D. Worden and comprising U.S. Provisional Patent Application No. 60/378,921, filed May 8, 2002;

WHEREAS, LICENSOR desires that such information and knowledge be developed and utilized in the public interest and is willing to enter into a license agreement for those purposes;

WHEREAS, LICENSEE desires to obtain a license to make, use and sell products utilizing such information and knowledge.

NOW, THEREFORE, in consideration of the representations above and the mutual covenants and promises hereinafter set forth, the parties agree as follows:

### **ARTICLE I - DEFINITIONS**

- A. "Technology" shall mean any knowledge, information, know-how and devices, whether patentable or not, in the possession of the LICENSOR and relating to "METHOD OF APPLYING ELECTRICAL SIGNALS TO A PATIENT AND AUTOMATIC WEARABLE EXTERNAL DEFIBRILLATOR" and comprising U.S. Provisional Patent Application No. 60/378,921, filed May 8, 2002.
- B. "Improvements" shall mean any development or improvement of the Technology, whether patentable or not, made by the LICENSOR or LICENSEE or jointly and in patents issuing from patent applications claiming priority to U.S. Provisional Patent Application No. 60/378,921, filed May 8, 2002.
- C. "Subject Patent Application(s)" shall mean any patent application in the United States or in a foreign country that covers the Technology and/or Improvements made solely by the LICENSOR or jointly by the LICENSOR and LICENSEE.
- D. "Subject Patent(s)" shall mean any patent that issues on a Subject Patent Application.

- E. "Licensed Product(s)" shall mean any product which incorporates the Technology or Improvements or which is made by a process or machine which incorporates the Technology or Improvements.
- F. "Net Sales" shall mean the gross amount invoiced for sales of Licensed Product(s) by LICENSEE, its Affiliates or its sublicensees less (i) all trade, quantity, and cash discounts actually allowed, (ii) all credits and allowances actually granted on account of rejection, returns, billing errors, or retroactive price reductions, and (iii) duties, and (iv) excise, sale and use taxes, and equivalent taxes.
- G. "Affiliate(s)" shall mean any present or future domestic or foreign corporation which shall be, at the pertinent time, owned or controlled, directly or indirectly by LICENSEE.

## **ARTICLE II - INVENTIONS AND PATENT APPLICATIONS**

- A. Title in the Technology and Improvements made solely by the LICENSOR shall rest solely and exclusively with the LICENSOR, subject to the license grant of Article III. Title in Improvements made jointly by the LICENSOR and LICENSEE shall be held solely by the LICENSEE, and shall fall under the terms of royalties in this agreement. Title in Improvements made solely by LICENSEE shall be held solely by the LICENSEE.
- B. LICENSOR shall promptly disclose to LICENSEE any Improvements conceived or reduced to practice by LICENSOR.
- C. The LICENSEE shall file and prosecute and defend Subject Patent Application(s) and maintain Subject Patent(s) at its sole expense and discretion. LICENSEE shall file all needed intellectual property protection by May 8, 2003, and continue to file needed documents with the United States Patent & Trademark Office, and other governmental agencies as needed. LICENSOR agrees to cooperate with the LICENSEE in connection with the filing and prosecution of the Subject Patent Application(s).
- D. In the event LICENSEE does not desire to have Subject Patent Application(s) filed or prosecuted, or does not desire to have Subject Patent(s) maintained, LICENSEE shall promptly notify the LICENSOR. Subsequent to this notice, such application(s), patent(s) issuing on such application(s) and such patent(s) as LICENSEE does not desire to be maintained shall no longer be considered Subject Patent Application(s) or Subject Patent(s). The LICENSOR, upon such notice, may file or prosecute such patent application(s) or maintain such patent(s) at its sole option and expense.
- E. LICENSEE agrees to cooperate with the LICENSOR in connection with the filing and prosecution of Subject Patent Application(s) and those application(s) made pursuant to paragraph D of this Article.

### **ARTICLE III - LICENSE GRANT AND COMMERCIAL EFFORT**

- A. Subject to the terms and conditions herein, the LICENSOR hereby grants and LICENSEE hereby accepts an exclusive worldwide license, with a right to grant sublicenses, to make, use, and sell Licensed Product(s).
- B. The exclusive license granted herein shall terminate upon the termination of this Agreement in accordance with Article VI.
- C. LICENSEE shall have the right to grant sublicenses to others with respect to any rights conferred upon LICENSEE under this Agreement, provided, however, that any such sublicense shall be subject in all applicable respects to the provisions contained in this Agreement.
- D. LICENSEE shall sell Licensed Product(s) at a fair and reasonable price.

### **ARTICLE IV – PAYMENTS, ROYALTIES, REPORTS AND RECORDS**

- A. For the license granted hereunder, LICENSEE shall pay [REDACTED] to LICENSOR upon execution of this agreement, and LICENSEE shall pay or cause to be paid to the LICENSOR a royalty of [REDACTED] on Net Sales of the Licensed Product(s) sold directly by LICENSEE. With respect to sales made by sublicensees, LICENSEE shall enter into an agreement to receive from sublicensee a royalty on the Licensed Product(s) sold by sublicensee and thereafter, LICENSEE shall pay or cause to be paid to the LICENSOR [REDACTED] of all received royalties and payments from the sublicensee. In the event that no Subject Patent(s) issue, this contract will become void from the date that it is certain that no Subject Patent(s) will issue.
- B. Royalties shall be payable only once with respect to the same unit of a Licensed Product regardless of the number of patented or nonpatented portions of the Technology or Improvements incorporated in such product.
- C. Royalty payments as hereinabove required to be made by LICENSEE to the LICENSOR shall be made in United States dollars within sixty (60) days following each calendar quarter. Any currency translations that are necessary to calculate payments shall be made at the exchange rate used by LICENSEE for financial accounting purposes in accordance with generally accepted accounting principles. Each such payment shall include the royalties which shall have accrued during the calendar quarter immediately preceding and shall be accompanied by a report setting forth separately the Net Sales of Licensed Product(s) sold during that quarter. Royalty checks shall be made payable to LICENSOR and mailed to the address specified in the first paragraph of this agreement, or to the last known address provided. LICENSEE and LICENSOR agree to notify the other party of any changes in addresses or contact information

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www.pearsoned.com/education/healthcare/

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- D. LICENSEE, its Affiliates and its sublicensees shall keep and maintain records of sales of Licensed Product(s) that are subject to royalty payments hereunder. Such records shall be open to inspection at reasonable times by a certified public accountant chosen by the LICENSOR and acceptable to LICENSEE. Such inspection shall be made at the LICENSOR's expense, unless there is a verifiable breach in the disclosed records for which the LICENSEE its affiliates and its sublicensees will pay for the inspection and reimburse LICENSOR for any lost revenue. The records required by this paragraph shall be maintained and available for inspection for a period of five (5) years following the calendar quarter to which they pertain.

#### ARTICLE V - INFRINGEMENT

- A. In the event that the LICENSOR or LICENSEE determines that a third party is making, using or selling a product that may infringe a Subject Patent, it will promptly notify the other party in writing. LICENSEE at its sole discretion may bring suit against such alleged infringer.
- B. In the event that LICENSEE, an Affiliate or a sublicensee is sued by a third party charging patent infringement for the manufacture, use or sale of a Licensed Product, LICENSEE shall promptly notify the LICENSOR. LICENSEE agrees to handle the expenses for any and all litigation involving the Licensed Products, Technology, and Improvements, including infringement actions. LICENSOR agrees to provide any non-monetary assistance reasonably required for LICENSEE to prosecute such suits. In the event of a monetary judgment in favor of LICENSEE in such litigation, LICENSOR is entitled to [REDACTED] of said judgment collected. LICENSEE shall be entitled to withhold royalties otherwise payable to the LICENSOR, and use that withheld royalty to reimburse itself for legal defense costs incurred in such infringement suit, provided, however, that the infringement suit is based on a particular feature of the Licensed Product that is covered by Subject Patent. If LICENSEE avails itself of the provisions of this paragraph, LICENSEE agrees to supply the LICENSOR with proof of the legal costs incurred.
- C. If LICENSEE, any of its Affiliates or any of its sublicensees is required to pay a royalty to other than the LICENSOR as a result of a final judgment or settlement in order to make and/or sell a Licensed Product, then in that event, the royalty payable to the LICENSOR shall be reduced by the amount of royalty that LICENSEE, the Affiliate or the sublicensee shall be required to pay to other than the LICENSOR. If LICENSEE avails itself of the provisions of this paragraph, LICENSEE agrees to provide the LICENSOR with proof of such royalties paid to the third party.

#### ARTICLE VI - TERM AND TERMINATION

- A. This Agreement's term shall end with the expiration of the Subject Patent last to expire or twenty (20) years, whichever occurs last.

B. The LICENSOR shall have the right to terminate this Agreement upon sixty (60) days written notice by certified mail to LICENSEE under the following circumstances:

- (1) if royalties due the LICENSOR are unpaid;
- (2) if there is a material breach or default of this Agreement by LICENSEE;

If LICENSEE does not cure the above specified conditions within sixty (60) days of receipt of notice of termination, such termination shall become effective.

C. LICENSEE may terminate the license granted hereunder at any time upon sixty (60) days notice by certified mail to the LICENSOR.

D. Upon termination of this Agreement for any reason, including the end of term as specified above, nothing herein shall be construed to release either party from any obligation which matured prior to the effective date of termination. LICENSEE, its Affiliates or its sublicensees may after the effective date of such termination sell all Licensed Product(s) in stock and complete construction of all Licensed Product(s) in the process of manufacture at the time of termination and sell the same within a period of ninety (90) days, provided that LICENSEE pay to the LICENSOR royalties on such Licensed Product(s) as specified in this Agreement.

E. In the event that this agreement is terminated for any reason, all funds previously paid to LICENSOR shall be deemed non-refundable.

## **ARTICLE VII - CONFIDENTIAL INFORMATION**

Neither party shall disclose confidential information of the other party to a third party. For this purpose, information regarding or comprising Technology or Improvements that has not passed into the public domain shall be considered confidential information.

## **ARTICLE VIII - WARRANTIES**

The LICENSOR represents and warrants that:

- a. the LICENSOR has full right, power, and authority to enter into this Agreement and to grant all of the right, title, and interest in the Technology and Improvements herein granted;
- b. the LICENSOR has not previously assigned, transferred, conveyed, or otherwise encumbered such right, title, and interest;
- c. to the best of the LICENSOR'S knowledge the LICENSOR is the sole and exclusive owner of the Technology and Improvements, all of which is free and clear of any liens, charges, and encumbrances, and no other person or entity has



or shall have any claim of ownership with respect to the Technology and Improvements;

- d. to the best of the LICENSOR'S knowledge the Technology and Improvements do not infringe any rights owned or possessed by any third party; and
- e. to the best of the LICENSOR'S knowledge there are no claims, judgments or settlements to be paid by the LICENSOR or pending claims or litigation relating to the Technology and Improvements.

#### **ARTICLE IX - MISCELLANEOUS PROVISIONS**

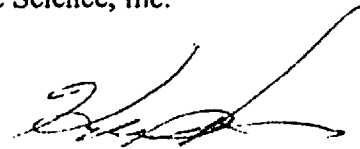
- A. The rights and licenses granted by LICENSOR in this agreement are personal to LICENSOR and may not be assigned or otherwise transferred without the written consent of LICENSOR. Any attempted assignment or transfer without such consent shall be void and shall automatically terminate all rights of the LICENSEE under this agreement.
- B. LICENSEE hereby assures the LICENSOR that LICENSEE will comply with all U.S. import and export regulations and controls.
- C. This Agreement shall be governed by the Laws of the State of Minnesota.
- D. For purposes of mailings of notices, payments, or other communications, the addresses of the parties are as stated in the first paragraph hereof, and will be used unless updated information is provided by either party.
- E. No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach.
- F. This Agreement may not be modified, changed or terminated orally. No change, modification, addition or amendment shall be valid unless in writing and signed by the parties hereto.
- G. This Agreement constitutes and contains the entire Agreement of the parties respecting the subject matter hereof and supersedes any and all prior negotiations, correspondence, understanding, and agreements, whether written or oral, between the parties respecting the subject matter hereof.
- H. LICENSEE, its Affiliates and its sublicensees agree to mark all products and packaging of said Technology and Improvements with any issued or pending intellectual property protection numbers or markings.

- I. LICENSEE agrees to hold harmless and assume all financial and service obligations for the Technology and Improvements manufactured and sold by LICENSEE, any of its Affiliates, or any of its sublicensees and LICENSOR shall be absolved of all liability or responsibility to the LICENSEE or any others for any failure in production, design, operation or otherwise of Licensed Products manufactured and sold by LICENSEE, any of its Affiliates, or any of its sublicensees. LICENSEE agrees to maintain sufficient product liability insurance arising out of defects or alleged defects in the Licensed
- J. This agreement shall inure to the benefit of the successors and assigns of LICENSOR, and shall be binding upon the LICENSEE and its successors.
- K. In the event LICENSEE files or is forced to apply for relief under any law relating to bankruptcy or insolvency, or becomes the subject of any proceeding relating to bankruptcy or insolvency, then LICENSOR, in addition to all other remedies available to it, shall have the right by written notice to LICENSEE to terminate forthwith this Agreement or any licenses granted hereby, as LICENSOR may elect.

IN WITNESS WHEREOF, the LICENSOR and LICENSEE have caused this Agreement to be executed by their duly authorized officers on the dates indicated.

Michael D. Worden

Cardiac Science, Inc.



Date 4-29-03

By Kenneth F. Olson  
Title Chief Technical Officer  
Date 4/29/02