

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3799972

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TYCO HEALTHCARE GROUP LP	07/09/2012
RECEIVING PARTY DATA		
Name:	CHINE, LLC	
Street Address:	103 FRONT ST.	
City:	EXETER	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03833	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	09872068	
Application Number:	10903523	
Application Number:	11458185	
CORRESPONDENCE DATA		
Fax Number:	(650)493-6811	
<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>		
Phone:	(650)493-9300	
Email:	herwin@wsgr.com	
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI	
Address Line 1:	650 PAGE MILL ROAD	
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050	
ATTORNEY DOCKET NUMBER:	43349-700	
NAME OF SUBMITTER:	HEATHER ERWIN	
SIGNATURE:	/Heather Erwin/	
DATE SIGNED:	03/24/2016	
Total Attachments: 18		
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ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (this "Agreement") is entered into as of July 9, 2012 by and between Tyco Healthcare Group LP, a Delaware limited partnership, ("Transferring Party") and Chine, LLC ("Transferee"). Capitalized terms used in this Agreement are defined in Section 4.03 or otherwise referenced in Section 4.04.

RECITALS

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE I

TRANSFER OF ASSETS

SECTION 1.01. Transferred Assets. On the terms of this Agreement, at Closing, Transferring Party shall convey, transfer, assign and deliver to Transferee, free and clear of all Encumbrances, and Transferee shall acquire from Transferring Party, free and clear of all Encumbrances, all of Transferring Party's right, title and interest in and to the assets listed on Exhibit A (collectively, the "Transferred Assets"). For purposes of clarity, the conveyance, transfer, assignment and delivery of the Transferred Assets pursuant to this Agreement shall not include the assumption of any liability of Transferring Party or liabilities, if any, related to the Transferred Assets from events or occurrences prior to the Closing, whether arising before or after the Closing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II

REPRESENTATIONS AND WARRANTIES
OF TRANSFERRING PARTY

[REDACTED]

[REDACTED]

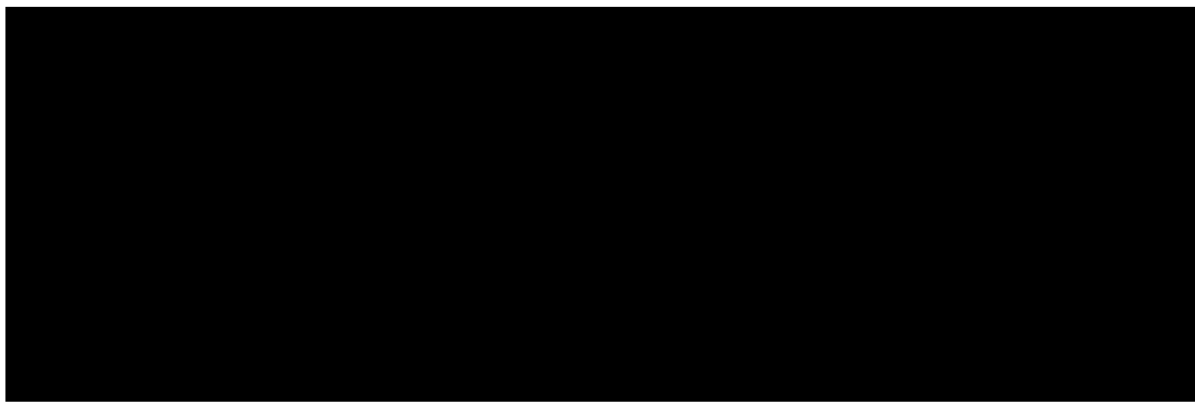
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



SECTION 2.05. Intellectual Property Rights. The Intellectual Property Rights listed in the Transferred Assets on Attachment 1 to Exhibit A attached hereto constitutes all the patents, patent applications, trademark registrations, and trademark applications (including all continuations, divisionals, foreign counterparts, reexaminations, and reissues thereof) presently owned by Transferring Party and/or its affiliates that were previously owned by Kerberos and transferred to Fox Hollow Technologies, Inc. pursuant to that certain Agreement and Plan of Merger dated August 26, 2006 between Fox Hollow Technologies, Inc., and Kerberos Proximal Solutions, Inc. Transferring Party is not aware of any patents or patent applications (including any continuations, divisionals, foreign counterparts, reexaminations, or reissues thereof), trademark registrations, or trademark applications that are not listed on Attachment 1 to Exhibit A that were filed by or issued to FoxHollow Technologies Inc., ev3, Inc. or Transferring Party subsequent to August 26, 2006 and up to the Closing Date solely for the manufacture, use, or sale of the Rinspirator Technology. To the extent Transferring Party later identifies its possession and ownership of a patent, patent application, trademark application, or trademark registration (including all continuations, divisionals, foreign counterparts, reexaminations, and reissues thereof) described in the foregoing sentence but that is not listed on Attachment 1 to Exhibit A, Transferring Party will, as Transferee's sole remedy for any breach or alleged breach of the representations and warranties set forth in this Section 2.05, transfer such patent application, trademark application, patent, or trademark registration to Transferee in accordance with the terms of section 1.01 of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TRANSFeree



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE IV

CERTAIN COVENANTS AND AGREEMENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DEFINITIONS

SECTION 4.03. Certain Defined Terms. For purposes of this Agreement:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated therewith: (i) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof (“Patents”); (ii) inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, and any rights in technology, invention disclosures, technical data and all documentation relating to any of the foregoing; (iii) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor (“Domain Names”); (v) industrial designs and any registrations and applications therefor; (vi) trade names, logos, common law trademarks and service marks, trademark and service mark registrations, related goodwill and applications therefor throughout the world (“Trademarks”); (vii) all rights in databases and data collections; (viii) all moral and economic rights of authors and inventors, however denominated; and (ix) any similar or equivalent rights to any of the foregoing (as applicable).

“Kerberos” means Kerberos Proximal Solutions, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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ARTICLE V

MISCELLANEOUS

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[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the date first written above.

Tyco Healthcare Group LP



By:

Name: Michael T. Conboy
Title: VP & Assistant Secretary


Transferee

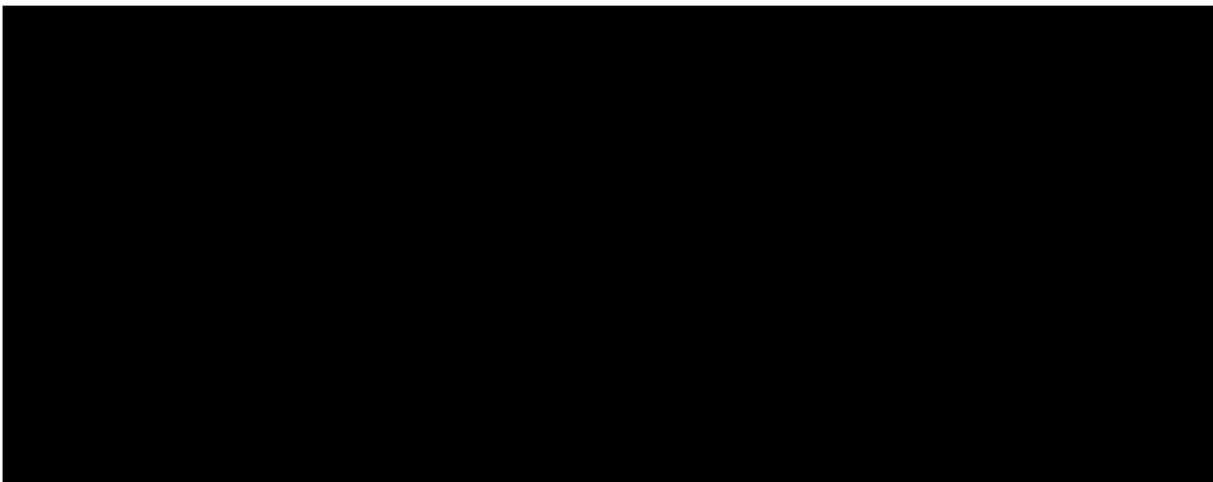
By:

Name: John MacMahon
Title: Founder, Chine, LLC

EXHIBIT A

TRANSFERRED ASSETS

1. All patents, patent applications, trademark registrations, and trademark applications (including all continuations, divisionals, foreign counterparts, reexaminations, and reissues thereof) set forth on Attachment 1.
 2. All Intellectual Property owned by Transferring Party or its affiliates that was owned by Kerberos as of August 26, 2006.
 3. All Intellectual Property (other than patents, patent applications, trademark registrations, and trademark applications) implemented in the Rinspirator Technology by FoxHollow Technologies, Inc., ev3 Inc. or Transferring Party subsequent to August 26, 2006 and up to the Closing Date.
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pa-1448840
pa-1485509

Attachment 1

List of patents, patent applications, trademark registrations and trademark applications

Title	Country	Status	Patent No.	Application No.	Date Filed
Embolization Protection System for Vascular Procedures	US	Issued	7108677	9872068	31-May-01
Embolization Protection System for Vascular Procedures	WO	Expired		PCTUS0117723	31-May-01
Embolization Protection System for Vascular Procedures	CA	Issued	2410971	2410971	31-May-01
Embolization Protection System for Vascular Procedures	EP	Issued	1289596	19417724	31-May-01
Embolization Protection System for Vascular Procedures	JP	Abandoned		2001587855	31-May-01
Embolization Protection System for Vascular Procedures	FR	Issued	1289596		31-May-01
Embolization Protection System for Vascular Procedures	DE	Issued	1289596		31-May-01
Embolization Protection System for Vascular Procedures	IT	Issued	1289596		31-May-01
Embolization Protection System for Vascular Procedures	ES	Issued	1289596		31-May-01
Embolization Protection System for Vascular Procedures	NL	Issued	1289596		31-May-01
Embolization Protection System for Vascular Procedures	IE	Issued	1289596	19417724	31-May-01
Embolization Protection System for Vascular Procedures	US	Pending		10903523	30-Jul-04
Embolization Protection System for Vascular Procedures	GB	Issued	1289596		31-May-01
Mechanical Delivery of Controlled Irrigation and Aspiration in a Body Conduit	US	Expired		60306315	17-Jul-01

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Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	US	Issued	6827701	10198718	17-Jul-02
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	WO	Expired		PCTUS0222850	17-Jul-02
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	EP	Abandoned		27565159	17-Jul-02
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	JP	Issued	4326942	2003513411	17-Jul-02
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	US	Abandoned		10769519	30-Jan-04
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	US	Issued	6878128	10819409	6-Apr-04
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	US	Issued	7530976	10903521	30-Jul-04
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	WO	Expired		PCTUS05002540	28-Jan-05
Fluid Exchange System for Controlled and Localized Irrigation and Aspiration	US	Pending		11458185	18-Jul-06
Methods and Systems for Filtering Aspirated Materials	US	Abandoned		11131011	16-May-05
Methods and Systems for Filtering Aspirated Materials	WO	Expired		PCTUS200617170	3-May-06
Methods and Systems for Filtering Aspirated Materials	CA	Closed		2609138	3-May-06
Methods and Systems for Filtering Aspirated Materials	EP	Closed		67522318	3-May-06
Methods and Apparatus for Assisted Aspiration	US	Abandoned		11220874	6-Sep-05

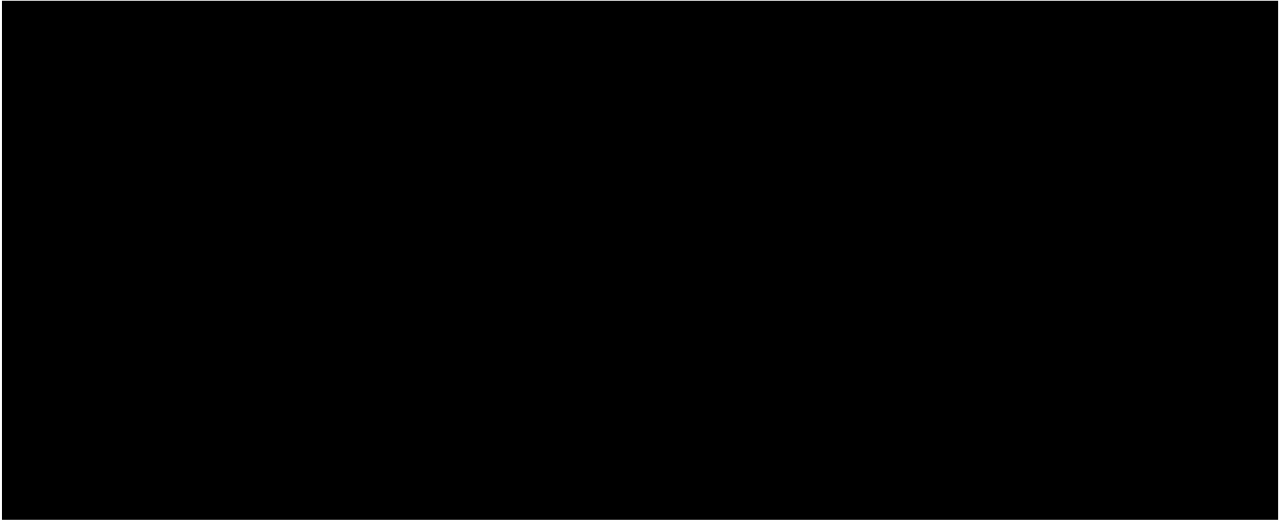
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Methods and Apparatus for Assisted Aspiration	WO	Closed		PCTUS200634254	1-Sep-06
Methods and Apparatus for Assisted Aspiration	EP	Abandoned		68028257	1-Sep-06
Infusion Guidewire	US	Abandoned		11270851	8-Nov-05
Infusion Guidewire	WO	Abandoned		PCTUS0639346	4-Oct-06

Trademarks

Trademark	Country	Status	Application No. & File Date	Registration No. & Date
RINSPIRATION	EU	Registered	004329397 09-Mar-2005	004329397 18-Apr-2006
RINSPIRATION	US	Registered	78/272379 09-Jul-2003	3004958 04-Oct-2005
RINSPIRATOR	US	Registered	78/272377 09-Jul-2003	2973511 19-Jul-2005

EXHIBIT B



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Schedule 2.04 – Litigation

[to be completed at time of execution of agreement]

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RECORDED: 03/24/2016

PATENT
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