

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3807113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MIVI NEUROSCIENCE, INC.	03/22/2016
RECEIVING PARTY DATA	
Name:	LUMEN BIOMEDICAL, INC.
Street Address:	11507 WEST RIVER HILLS DRIVE
City:	BURNSVILLE
State/Country:	MINNESOTA
Postal Code:	55337
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8206412
Patent Number:	8382788
Application Number:	13742760
CORRESPONDENCE DATA	
Fax Number:	(763)571-5157
<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:	404-949-5730
Email:	patents@daiplaw.com
Correspondent Name:	PETER S. DARDI, PH.D.
Address Line 1:	DARDI & HERBERT, PLLC
Address Line 2:	1250 EAST MOORE LAKE DRIVE. SUITE 205
Address Line 4:	FRIDLEY, MINNESOTA 55432
ATTORNEY DOCKET NUMBER:	3126.000001
NAME OF SUBMITTER:	PETER S. DARDI
SIGNATURE:	/Peter S. Dardi/
DATE SIGNED:	03/30/2016
Total Attachments: 6	
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (this "Assignment") is made as of the 24th day of March, 2016, by MIVI NEUROSCIENCE, INC. ("Assignor"), in favor of LUMEN BIOMEDICAL, INC. ("Assignee" and, together with Assignor, the "parties").

WHEREAS, Assignor is the registered owner and/or assignee of the patents and patent applications identified on Schedule I attached hereto and made a part hereof (the "Lumen Patents"); and

WHEREAS, Assignor and Assignee are parties to that certain Agreement, dated as of March 1, 2016 (the "Lumen/MIVI Agreement"); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Lumen/MIVI Agreement; and

WHEREAS, Assignee has declared that it desired to obtain the entire right, title and interest in the Remaining Assets pursuant to the Lumen/MIVI Agreement; and

WHEREAS, pursuant to the Lumen/MIVI Agreement, Assignor agreed to execute and deliver such other instruments of assignment and transfer to vest in Assignee good and marketable title to the Remaining Assets, free and clear of all liens, claims, interests and encumbrances.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration set forth in the Lumen/MIVI Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in, to and under the Lumen Patents and Lumen Inventions (as well as such rights in any divisions, continuations in whole or part or substitute applications), and any reissues or extensions thereof, and any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Lumen Patents. Assignor authorizes the United States Patent and Trademark Office to issue to Assignee any patents resulting from the patent applications which are included within the Lumen Patents, and any reissues or extensions thereof. Assignor grants and assigns to Assignee the full right to sue for and recover all profits and damages recoverable for past infringement of the Lumen Patents. The right, title and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors and/or assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Authorizations. In respect of the Lumen Inventions, Assignor hereby authorizes Assignee, its successors and/or assigns, or anyone it may properly designate, to apply for Letters Patent in any and all foreign countries, and additionally to claim the filing date of the applicable

Lumen Patent, and/or otherwise take advantage of the provisions of the International Convention.

3. Further Assurances. Assignor shall execute any and all supplementary documents and instruments, and shall take all additional actions in the future that may be necessary or appropriate to give full force and effect to the terms and intent of this Assignment.

4. Miscellaneous. The recitals described in the beginning paragraphs of this Assignment are incorporated herein and shall be considered a part of this Assignment. In the event of any litigation arising out of this Assignment, the prevailing party shall be entitled to receive from the losing party an amount equal to the prevailing party's costs incurred in such litigation, including, without limitation, the prevailing party's attorneys' fees, costs and disbursements. This Assignment shall be governed by the law of the State of New York (without giving effect to principles of conflicts of laws) and the parties hereby submit to the exclusive jurisdiction of any state or federal court located in Manhattan, New York with respect to any disputes arising hereunder. The parties hereby waive a jury trial with respect to any such dispute. This Assignment may be executed via .pdf and in multiple counterparts all of which taken together shall constitute one executed original. Any amendment hereto to be effective must be in writing and signed by all parties hereto. No waiver of any provision hereof shall be effective as against any party hereto unless such party has waived such terms or provision in writing. This Assignment shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, executors, personal representatives, successors and assigns.

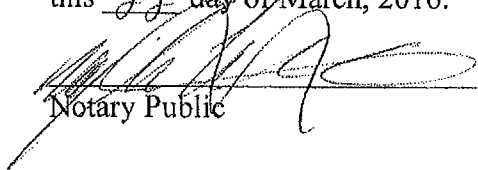
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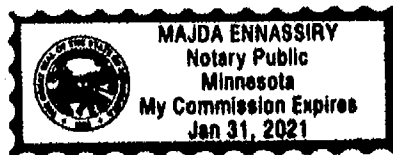
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

MIVI NEUROSCIENCE, INC.

By: 
Name: Matthew Ogle
Title: CEO

Subscribed and sworn to before me
this 22 day of March, 2016.


Notary Public



Received by:

LUMEN BIOMEDICAL, INC.

By: _____
Name: Kedar Belhe
Title: Director

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

MIVI NEUROSCIENCE, INC.

By: _____
Name: Matthew Ogle
Title: CEO

Subscribed and sworn to before me
this _____ day of March, 2016.

Notary Public

Received by:

LUMEN BIOMEDICAL, INC.

By:  _____
Name: Kedar Belhe
Title: Director

SCHEDULE I

Assigned Lumen Patents

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures	8,206,412	June 26, 2012
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures	8,382,788	February 26, 2013
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures	9,186,237	November 17, 2015

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Publication Number</u>	<u>Filing Date</u>
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures	<u>14/881,711</u>	2016/0030153	October 13, 2015
Aortic Arch Filtration System for Carotid Artery Protection	<u>13/742,760</u>	2013/0184742	January 16, 2013

FOREIGN PATENT PATENTS/APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Publication Number</u>	<u>Issue/ Filing Date</u>
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures (Issued)	EP (DE, FR, GB)	EP2303384B	August 12, 2015
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures (Issued)	JP	JP5762955B	June 19, 2015
Embolic Protection During Percutaneous Heart Valve Replacement and Similar Procedures	EP	EP2974695A	January 20, 2016

