503983805 08/30/2016

# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                | Execution Date |  |
|---------------------|----------------|--|
| BRIDGE DESIGN, INC. | 06/10/2015     |  |

#### **RECEIVING PARTY DATA**

| Name:                              | THE SPECTRANETICS CORPORATION |
|------------------------------------|-------------------------------|
| Street Address: 9965 FEDERAL DRIVE |                               |
| City: COLORADO SPRINGS             |                               |
| State/Country: COLORADO            |                               |
| Postal Code:                       | 80921-3617                    |

## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 29575820 |

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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| ATTORNEY DOCKET NUMBER: | 487145.784      |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | STEVEN WIEMER   |
| SIGNATURE:              | /steven wiemer/ |
| DATE SIGNED:            | 08/30/2016      |

## **Total Attachments: 4**

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PATENT 503983805 REEL: 039586 FRAME: 0784

#### PATENT ASSIGNMENT AGREEMENT

| This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is made and                        |
|---|
| entered into as of the day of, 2015, by and between Bridge Design, Inc., a              |
| California corporation ("Bridge Design"), and The Spectranetics Corporation, a Delaware |
| corporation ("Spectranetics" and, together with Bridge Design, the "Parties").          |

#### **RECITALS**

WHEREAS, Spectranetics and Bridge Design are parties to a certain Independent Contractor Services Agreement dated as of April 5, 2013 and a certain Development Agreement dated April 10, 2014 (collectively the "Prior Agreements"), pursuant to which Bridge Design has agreed that Spectranetics is the sole and exclusive owner of all Work Product and Inventions (as defined in the Prior Agreements);

WHEREAS, Spectranetics has filed the patent applications listed in <u>Appendix A</u> hereto (the "<u>Patents</u>");

WHEREAS, the Patents include as inventors certain individuals who are currently or were formerly employees of Bridge Design and/or performed work under the Prior Agreements at the direction of Bridge Design (the "Bridge Design Inventors");

WHEREAS, the Bridge Design Inventors have assigned their rights in the Patents to Bridge Design; and

WHEREAS, Spectranetics and Bridge Design desire to record the transfer, conveyance and assignment of Bridge Design's interest and to the Patents to Spectranetics.

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

Spectranetics all of Bridge Design's right, title and interest in, to and under the Patents and any and all continuations, continuations-in-part, divisionals, reexaminations, and reissue certificates and patents that may be issued from said Patents in the United States and throughout the world, including the right to file foreign applications directly in the name of Bridge Design and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise, including all income, royalties, damages, or payments due or payable as of the date first listed above or thereafter, including, without limitation, the right to sue and collect and retain damages and costs and attorneys' fees for past, present and future infringement of the Patents, and to fully and entirely stand in the place of the Bridge Design in all matters related to the Patents.

US.55872759.01

## 2. General Provisions.

- A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Prior Agreements. This Agreement, Appendix A hereto, and the Prior Agreements contain 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 Prior Agreements, the provisions of the Prior Agreements 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. Bridge Design agrees that, upon request and without further compensation, but at no expense to Bridge Design, it and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable in Spectranetics's sole opinion for obtaining, maintaining, reexamining, reissuing, or enforcing said Patents in the United States and throughout the world, and for perfecting, recording, and maintaining the title of Spectranetics, its successors and assigns, to said Patents in the United States and throughout the world.
- C. Bridge Design 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 Patents, whether on said patent applications or on any subsequently filed division, continuation, continuation-in-part, reexamination, or reissue applications, to Spectranetics, its successors and assigns, as the assignee of the entire interest in each said invention.
- 3. 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 Colorado, without regard to any conflicts of law principles of such state that might apply the law of another jurisdiction.

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Executed this 10th day of June, 2015

**BRIDGE DESIGN, INC.** 

Ву:\_\_

Name:

Title

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# APPENDIX A

## **Patents**

| #   | Patent Title              | Country | Application No.      | Filed Date       | Patent No. | Issue Date |
|-----|---------------------------|---------|----------------------|------------------|------------|------------|
| 1.  | MEDICAL DEVICE FOR        | US      | 61/947,377           | March 3, 2014    | -          | -          |
|     | REMOVING AN               |         |                      |                  |            |            |
|     | IMPLANTED OBJECT          |         |                      |                  |            |            |
| 2.  | MEDICAL DEVICE FOR        | US      | 62/113,865           | February 9, 2015 | -          | -          |
|     | REMOVING AN               |         |                      |                  |            |            |
|     | IMPLANTED OBJECT          |         |                      |                  |            |            |
| 3.  | MEDICAL DEVICE FOR        | US      | 14/627,950           | February 20,     | -          | -          |
|     | REMOVING AN               |         |                      | 2015             |            |            |
| ļ.— | IMPLANTED OBJECT          | D.C.T.  | D.G.E.T.G.1.5/1.6000 | T. 1             |            |            |
| 4.  | MEDICAL DEVICE FOR        | PCT     | PCT/US15/16899       | February 20,     | -          | -          |
|     | REMOVING AN               |         |                      | 2015             |            |            |
| _   | IMPLANTED OBJECT          | TIC     | 14/025 742           | March 2 2015     | -          |            |
| 5.  | MULTIPLE<br>CONFIGURATION | US      | 14/635,742           | March 2, 2015    | <u> </u>   | -          |
|     | SURGICAL CUTTING          |         |                      |                  | 1          |            |
|     | DEVICE                    |         |                      |                  |            |            |
| 6.  | MULTIPLE                  | PCT     | PCT/US15/18305       | March 2, 2015    | _          | _          |
| .   | CONFIGURATION             |         |                      | ,                |            |            |
| 1   | SURGICAL CUTTING          |         |                      |                  |            | Į.         |
|     | DEVICE                    |         |                      |                  |            |            |
| 7.  | MEDICAL DEVICE            | US      | 29/519,239           | March 3, 2015    | -          | -          |
|     | HANDLE                    |         |                      |                  |            |            |
| 8.  | MEDICAL DEVICE            | US      | 29/519,258           | March 3, 2015    | -          | -          |
|     | HANDLE                    |         |                      |                  |            |            |

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**RECORDED: 08/30/2016**