504025074 09/27/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4071733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KEVIN VAN BLADEL	04/11/2016
AARON WEISS	09/26/2016
LON ANNEST	04/11/2016
GILBERT MATA JR	05/09/2016

RECEIVING PARTY DATA

Name:	BIOVENTRIX, INC.
Street Address:	12647 ALCOSTA BLVD.
Internal Address:	SUITE 400
City:	SAN RAMON
State/Country:	CALIFORNIA
Postal Code:	94583

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14835608	

CORRESPONDENCE DATA

Fax Number: (303)571-4321

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KILPATRICK TOWNSEND & STOCKTON LLP MAILS **Correspondent Name:**

Address Line 1: 1100 PEACHTREE STREET

Address Line 2: **SUITE 2800**

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	090556-004110US-0956671
NAME OF SUBMITTER:	SHANNON SERRANO
SIGNATURE:	/Shannon Serrano/
DATE SIGNED:	09/27/2016

Total Attachments: 3

PATENT REEL: 039870 FRAME: 0877

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> PATENT REEL: 039870 FRAME: 0878

ASSIGNMENT

I, the undersigned, have invented certain inventions and improvements disclosed in a non-provisional patent application entitled

"TISSUE PROTECTING DEVICES FOR TREATMENT OF CONGESTIVE HEART FAILURE AND OTHER CONDITIONS,"

filed with the U.S. Patent & Trademark Office On August 25, 2015

and assigned serial no. 14/835,608.

I acknowledge, I:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to BioVentrix, Inc., a corporation of the State of Delaware having a principal place of business at 12647 Alcosta Blvd., Suite 400, San Ramon, CA 94583 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

PATENT REEL: 039870 FRAME: 0879 ASSIGNMENT U.S. Serial No. 14/835,608 Attorney Docket No. 93277- 956671 (004110US) Page 2 of 2

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signature: Low Carlot Date: 4/11/16

Signature: Date: 5-9-16

Gilbert Mata Jr.

ASSIGNMENT U.S. Serial No. 14/835,608 Attorney Docket No. 93277- 956671 (004110US) Page 2 of 2

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
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- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside my signature.

Signature:		Date:
	Kevin Van Bladel	
Signature:	Aaron Weiss	Date: 9/16/1016
Signature:	Lon Annest	Date:
Signature:	Gilbert Mata Ir	Date:

PATENT REEL: 039870 FRAME: 0881