

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4477245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAZARUS MEDICAL TECHNOLOGIES, LLC	06/16/2017
RECEIVING PARTY DATA	
Name:	MERIT MEDICAL SYSTEMS, INC.
Street Address:	1600 WEST MERIT PARKWAY
Internal Address:	LEGAL DEPARTMENT
City:	SOUTH JORDAN
State/Country:	UTAH
Postal Code:	84095
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	13840986
Patent Number:	9604033
Patent Number:	9649415
Application Number:	14318568
Application Number:	14318571
Patent Number:	D746445
Application Number:	61312878
Application Number:	13045274
PCT Number:	US1538086
PCT Number:	US1538112
PCT Number:	US1538102
CORRESPONDENCE DATA	
Fax Number:	(801)253-1688
<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:	801-208-4793
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Address Line 4: SOUTH JORDAN, UTAH 84095	
NAME OF SUBMITTER:	JUDY WAGNER
SIGNATURE:	/Judy Wagner/
DATE SIGNED:	06/26/2017
Total Attachments: 3 source=IP Assignment - Lazarus#page1.tif source=IP Assignment - Lazarus#page2.tif source=IP Assignment - Lazarus#page3.tif	

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS is made as of the 16th day of June, 2017, by Lazarus Medical Technologies, LLC, a limited liability company with an address of 853 13th Avenue, Salt Lake City, UT 84103. ("Assignor"), to Merit Medical Systems, Inc., a Utah corporation with its principal place of business at 1600 West Merit Parkway, South Jordan, Utah 84095 ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase **Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Intellectual Property Assets (as defined in the Agreement), including, without limitation, all of the patents and patent applications of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patent Rights (as defined below).

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of Assignor's right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto and incorporated herein by this reference, any patents, registrations, or certificates of inventions issuing on any of such patent applications, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively the "**Patent Rights**").

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights, (ii) it has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby

authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, and complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment of Patent Rights, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patent Rights shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patent Rights as of the date first above written.

ASSIGNOR

Lazarus Medical Technologies, LLC

By: Harrison Lazarus
Name: Harrison Lazarus, M.D.
Title: CEO

Schedule A
To Assignment of Patent Rights

Patent Application / Publication / Patent Number	Filing Date	Publication / Issue Date	Title	Status
US 13/840,986 US 2013/0211385	3/15/2013	8/15/2013	BODY CAVITY DRAINAGE DEVICES AND RELATED METHODS	Pending
US 14/318,550 US 2015/0374959 US 9,604,033	6/27/2014	12/31/2015 3/28/2017	BODY CAVITY DRAINAGE DEVICES WITH LOCKING DEVICES AND RELATED METHODS	Patented
US 14/318,560 US 2015/0374889 US 9,649,415	6/27/2014	12/31/2015 5/16/2017	SURGICAL KITS FOR BODY CAVITY DRAINAGE AND RELATED METHODS	Patented
US 14/318,568 US 2015/0374890	6/27/2014	12/31/2015	BODY CAVITY DRAINAGE DEVICES INCLUDING DRAINAGE TUBES HAVING INLINE PORTIONS AND RELATED METHODS	Pending
US 14/318,571 US 2015/0374891	6/27/2014	12/31/2015	PLACEMENT TOOLS FOR BODY CAVITY DRAINAGE DEVICES AND RELATED METHODS	Pending
US 29/495,244 US D746,445	6/27/2014	12/29/2015	PLACEMENT TOOL FOR A BODY CAVITY DRAINAGE DEVICE	Patented
US 61/312,878	3/11/2010	N/A	BODY CAVITY DRAINAGE DEVICE AND RELATED METHODS	Provisional
US 13/045,274 US 2011/0224647	03/10/2011	9/15/2011	BODY CAVITY DRAINAGE DEVICE AND RELATED METHODS	Abandoned
PCT/US2015/038086 WO 2015/200841	06/26/2015	12/30/2015	SURGICAL KITS FOR BODY CAVITY DRAINAGE AND RELATED METHODS	International Phase Complete
PCT/US2015/038112 WO 2015/200854	06/26/2015	12/30/2015	BODY CAVITY DRAINAGE DEVICES INCLUDING DRAINAGE TUBES HAVING INLINE PORTIONS AND RELATED METHODS	International Phase Complete
PCT/US2015/038102 WO 2015/200848	6/26/2015	12/30/2015	PLACEMENT TOOLS FOR BODY CAVITY DRAINAGE DEVICES AND RELATED METHODS	International Phase Complete