

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ROBERT VIDLUND | 06/23/2015 |
| ZACHARY TEGELS | 06/23/2015 |
| CRAIG EKVALL | 06/23/2015 |
| RECEIVING PARTY DATA | |
| Name: | TENDYNE HOLDINGS, INC. |
| Street Address: | 2825 FAIRVIEW AVENUE NORTH |
| City: | ROSEVILLE |
| State/Country: | MINNESOTA |
| Postal Code: | 55113 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15456022 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)842-7899 |
| <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: | 7034568000 |
| Email: | zippatdcdocketing@cooley.com, cdoty@cooley.com |
| Correspondent Name: | COOLEY LLP |
| Address Line 1: | 1299 PENNSYLVANIA AVENUE SUITE 700 |
| Address Line 2: | ATTN: PATENT GROUP |
| Address Line 4: | WASHINGTON, D.C. 20004 |
| ATTORNEY DOCKET NUMBER: | TNDY-028/05US 321861-2195 |
| NAME OF SUBMITTER: | NANCY A. VASHAW |
| SIGNATURE: | /Nancy A. Vashaw/ |
| DATE SIGNED: | 10/02/2017 |
| Total Attachments: 7 | |
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Attorney Docket No. TNDY-028/00US 321861-2069
Attorney Docket No. TNDY-028/02US 321861-2071
Attorney Docket No. TNDY-028/03WO 321861-2113

PATENT

ASSIGNMENT

Robert VIDLUND, residing at 13746 Furman St., NE, Forest Lake, MN 55025, **Zachary TEGELS**, residing at 4856 4th Avenue, S., Minneapolis, MN 55419, and **Craig EKVALL**, residing at 4621 Viking Blvd., NE, East Bethel, MN 55092 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent as follows:

- (1) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **61/840,313**, and filed on **June 27, 2013** entitled **ATRIAL THROMBOGENIC SEALING POCKETS FOR PROSTHETIC MITRAL VALVES**;
- (2) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **61/839,237**, and filed on **June 25, 2013** entitled **HALO WIRE FLUID SEAL DEVICE FOR PROSTHETIC MITRAL VALVES**; and/or
- (3) ☒ PCT application
 - (a) ☒ bearing Application No. **PCT/US2014/044047**, and filed on **June 25, 2014** entitled **THROMBUS MANAGEMENT AND STRUCTURAL COMPLIANCE FEATURES FOR PROSTHETIC HEART VALVES**.

WHEREAS, Tendyne Holdings, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2825 Fairview Avenue North, Roseville, MN 55113 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews,

supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: June 23, 2015

By: *Robert Vidlund*

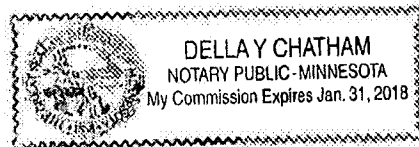
Robert VIDLUND

State of Minnesota,
County of Ramsey, ss.
On June 23, 2015, before me, Della Y Chatham, Notary
Public, personally appeared Robert Vidlund, who proved to me
on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Della Y Chatham

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 1-31-2018

Date: 23 JUNE 2015

By: Zachary J Tegels
Zachary TEGELS

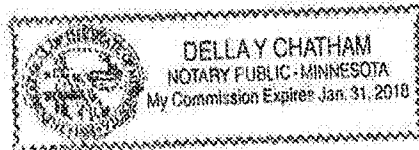
State of Minnesota
County of Ramsey ss.

On June 23, 2015, before me, Della Y Chatham, Notary Public, personally appeared Zachary Tegels, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 1-31-2018

Date: 6/23/2015

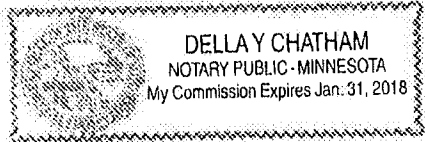
By: Craig Ekvall
Craig EKVALL

State of Minnesota,
County of Ramsey ss.
On June 23, 2015, before me, Della Y Chatham, Notary
Public, personally appeared Craig Ekvall, who proved to me
on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Della Y Chatham
Signature of Notary Public

My Commission Expires: 1-31-2018


Place Notary Seal Above

Date: 6/23/15

By: [Signature]

Name: Jeff Franco

Title: CEO

Company: Tendyne Holdings, Inc.

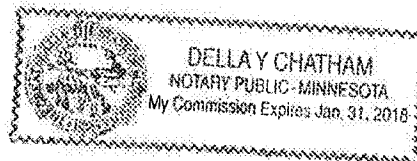
State of Minnesota

County of Ramsey ss.

On June 23, 2015, before me, Della Y Chatham Notary Public, personally appeared Jeffrey D. Franco, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 1-31-2018