

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4716486

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI	08/01/2017
RECEIVING PARTY DATA		
Name:	MERIT MEDICAL SYSTEMS, INC.	
Street Address:	1600 WEST MERIT PARKWAY	
City:	SOUTH JORDAN	
State/Country:	UTAH	
Postal Code:	84095	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15669033
CORRESPONDENCE DATA		
Fax Number:	(801)578-6999	
<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:	801-328-3131	
Email:	cristi.bills@stoel.com	
Correspondent Name:	MERIT MEDICAL SYSTEMS, INC. C/O STOEL RI	
Address Line 1:	ONE UTAH CENTER	
Address Line 2:	201 SOUTH MAIN STREET -- SUITE 1100	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	37621/89102	
NAME OF SUBMITTER:	MATTHEW S. BETHARDS	
SIGNATURE:	/Matthew S. Bethards/	
DATE SIGNED:	12/04/2017	
Total Attachments: 3		
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Exhibit E

Assignment of Patent Rights

THIS ASSIGNMENT OF PATENT RIGHTS is made as of the 28 day of July, 2017, by Icahn School of Medicine at Mount Sinai, a New York not-for-profit education corporation with a principal business address of One Gustave L. Levy Place, New York, NY 10029 ("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 "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, the patents and patent applications of Assignor listed in Schedule A hereto. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to effectively 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, the Intellectual Property 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 and covenants that: (i) it is the co-owner, assignee and holder of title to the Patent Rights, and (ii) 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.

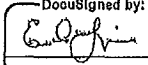
Assignor will, at the reasonable request and expense of Assignee provide reasonable assistance to Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance may include providing, and obtaining from the respective inventors, prompt production of pertinent facts 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.

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 New York 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

Icahn School of Medicine at Mount Sinai

By: 
DocuSigned by:
09178BAFFCC34DB..

Name: Erik Liim

Title: Senior Vice President

8/1/2017 | 6:32 PM EDT

ASSIGNEE

Merit Medical Systems, Inc.

By: 

Name: Fred Lampropoulos

Title: Chairman & CEO

Schedule A

To Assignment of Patent Rights

U.S. Provisional Patent Application No. 62/371,483 Filed Aug. 5, 2016, and entitled "Crank Mechanism For Balloon Inflation Device."