

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4992153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EMBOLITECH, LLC	05/11/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SURMODICS MD, LLC
<b>Street Address:</b>	9924 WEST 74TH STREET
<b>City:</b>	EDEN PRAIRIE
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55344-3523
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9827084
Patent Number:	9943397
Patent Number:	9149609
Patent Number:	7220269
Application Number:	61000465
Application Number:	60934268
Application Number:	15093916
PCT Number:	US2008081830
PCT Number:	US2008066644
PCT Number:	US2004036541
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	6123736900
<b>Email:</b>	request@slwip.com
<b>Correspondent Name:</b>	SCHWEGMAN LUNDBERG & WOESSNER P.A.
<b>Address Line 1:</b>	P.O. BOX 2938
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	3028*

<b>NAME OF SUBMITTER:</b>	MICHELLE VOTH
<b>SIGNATURE:</b>	/Michelle Voth/
<b>DATE SIGNED:</b>	06/05/2018
<b>Total Attachments: 7</b> source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page1.tif source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page2.tif source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page3.tif source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page4.tif source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page5.tif source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page6.tif source=3028 - Corp-to-Corp Assignment from Embolitech, LLC to SurModics MD, LLC#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated effective as of May 11, 2018 is made by Embolitech, LLC ("**Seller**"), a Texas limited liability company located at 924 E 51st, OFC, Austin, Texas 78751 in favor of SurModics MD, LLC ("**Buyer**"), a Minnesota limited liability company located at 9924 West 74<sup>th</sup> Street, Eden Prairie, Minnesota, 55344-3523, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and certain other parties dated as of the date hereof (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) (i) patents and patent applications set forth on Schedule 1 hereto, (ii) any and all patent applications throughout the world claiming priority to such applications or patents, and (iii) all patents, registrations, or certificates of invention issuing on any of the patent applications described in subsection (i) or (ii) of this Section 1(a), and all reissues, re-examinations, divisionals, renewals, extensions, continuations and continuations-in-part claiming priority to or issuing from any of the foregoing;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office

and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Embolitech, LLC

By: 

Name: Ron Ginor MD

Title: Manager

Address for Notices: 924 E. 51st Street (OFC)  
Austin, TX 78751

[ACKNOWLEDGMENT

STATE OF TEXAS

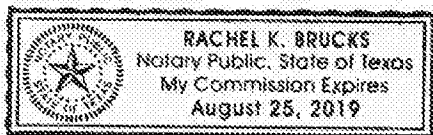
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COUNTY OF TRAVIS

On the 11<sup>th</sup> day of May, 2018, before me personally appeared Ron Ginor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Embolitech, LLC, a Texas limited liability company, and acknowledged the instrument to be his free act and deed/the free act and deed of Embolitech, LLC for the uses and purposes mentioned in the instrument.





Notary Public


Printed Name: RACHEL K. BRUCKS

My Commission Expires: August 25, 2019

[continued on the following page]

THIS IP ASSIGNMENT IS AGREED TO  
AND ACCEPTED:

SurModics MD, LLC

By:   
Name: Bryan K. Phillips  
Title: Manager

**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Intravascular Macerating Filter		61/000,465	
Intravascular Guidewire Filter System for Pulmonary Embolism Protection and Embolism Removal or Maceration		PCT/US2008/081830	
Intravascular Guidewire Filter System for Pulmonary Embolism Protection and Embolism Removal or Maceration	US	9,827,084	11/28/2017
Intravascular Guidewire Filter System for Pulmonary Embolism Protection and Embolism Removal or Maceration	US	9,943,397	04/17/2018
Intravascular Guidewire Filter System for Pulmonary Embolism Removal or Maceration	DE and UK	EP 2211972	12/23/2015
Catheter for Removal of an Organized Embolic Thrombus		60/934,268	
Catheter for Removal of an Organized Embolic Thrombus		PCT/US2008/066644	
Catheter for Removal of an Organized Embolic Thrombus	US	9,149,609	10/06/2015
Thromboectomy Catheter System with Occluder and Method of Using Same	AT, BE, CH/LI, DE, DK, FI, FR, UK, IE, IT, and NL	EP 1696966	04/12/2017
Thromboectomy Catheter System with Occluder and Method of Using Same		PCT/US2004/036541	
Thromboectomy Catheter System with Occluder and Method of Using Same	US	7,220,269	05/22/2007

## Patent Applications

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
Intravascular Guidewire Filter System for Pulmonary Embolism Protection and Embolism Removal or Maceration		15/093,916	04/08/2016



**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

None.