# 505157740 10/24/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5204507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
MEDICAL VISION AB	08/28/2018

### **RECEIVING PARTY DATA**

Name:	INSIGHTRA MEDICAL, INC.
Street Address:	141 HATCHER LANE
City:	CLARKSVILLE
State/Country:	TENNESSEE
Postal Code:	37043

# **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	D745963
Patent Number:	D773037
Patent Number:	D721801

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2027751216

Email: cmcwhinney@sandw.com
Correspondent Name: CHRISTOPHER MCWHINNEY

Address Line 1: 1666 K ST, NW

Address Line 2: SULLIVAN & WORCESTER LLP
Address Line 4: WASHINGTON, D.C. 20006

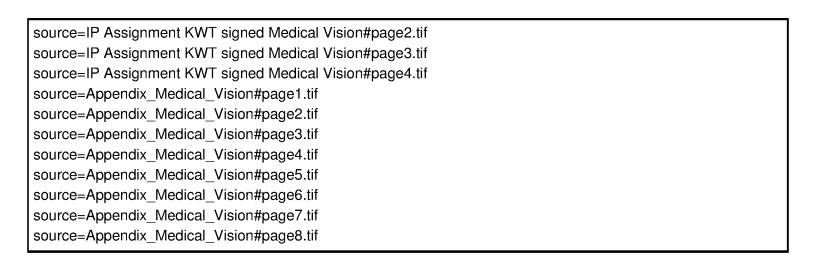
NAME OF SUBMITTER:CHRISTOPHER MCWHINNEYSIGNATURE:/Christopher McWhinney/DATE SIGNED:10/24/2018

**Total Attachments: 15** 

source=Assignement Medical Vision sig#page1.tif source=Assignement Medical Vision sig#page2.tif source=Assignement Medical Vision sig#page3.tif

source=IP Assignment KWT signed Medical Vision#page1.tif

PATENT REEL: 047301 FRAME: 0425



# ASSIGNMENT OF PATENTS, DESIGNS AND TRADEMARKS

This Assignment is dated as of June 20, 2018 (this "Assignment"), and having an effective date of June 5, 2018 (the "Effective Date"), by and between Medical Vision AB, a Swedish company having a registered address at Hästholmsvägen 32 3 tr, 131 30 Nacka, Sweden ("Assignor"), and Insightra Medical, Inc., a Delaware corporation having an address as 141 Hatcher Lande, Clarksville, Tennessee 37043 ("Assignee").

WHEREAS, as of the Effective Date, Assignor was the sole and exclusive owner of those patents, patent applications and designs identified in attached Appendix 3.1.21 (the "Patents");

WHEREAS, as of the Effective Date, Assignor was the sole and exclusive owner of those trademarks identified in attached <u>Appendix 3.1.21</u> (the "<u>Trademarks</u>");

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 13, 2018 (the "Agreement"), pursuant to which Assignor agreed to sell and Assignee agreed to purchase the Acquired Assets pursuant to the Agreement.

NOW, THEREFORE, in consideration for the Purchase Price and promises and covenants set forth in the Agreement and the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1. Assignor does hereby, as of the Effective Date, sell, convey, assign, transfer and set over unto Assignee, and Assignee does hereby accept, all of Assignor's rights, title and interest in and to the Patents, free and clear of all liens, security interests and encumbrances, together with all reissues, continuations, continuations in part, divisions and reexaminations, revisions, extensions, thereof, and all convention and treaty rights, in the United States and all other countries for all such subject matter, the same to be held and enjoyed by Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term of which said Patents are granted or reissued, as fully and entirely as the same would have been held or enjoyed by Assignor if this Assignment had not been made; together with all preliminary invention records with respect thereto and all claims for profits and damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, and all goodwill associated therewith.
- 2. Assignor does hereby, as of the Effective Date, sell, convey, assign, transfer and set over unto to Assignee, and Assignee does hereby accept, all Assignor's right, title, and interest in and to the Trademarks, free and clear of all liens, security interests and encumbrances, together with the goodwill of the business associated with the Trademarks, the same to be held and enjoyed by Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term of which said Trademarks are registered or valid, as fully and entirely as the same would have been held or enjoyed by Assignor if this Assignment had not been made; together with the right to sue and recover for past infringements, dilution, and other violations on its own behalf.
- 3. Assignor hereby agrees, at any time or from time to time, in accordance with the Agreement and upon request of Assignee, to do, execute, acknowledge and deliver, any and all further acts and deeds, assignments, instruments of transfer or conveyance, registrations or other documents as (wo) 17506, 2)

may be necessary and proper to vest all right, title and interest in and to the Patents in Assignee and it, successors and assigns. Assignor hereby irrevocably appoints Assignee, its successors and assigns, the attorney-in-fact for Assignor, with full power of substitution and revocation, to enforce and protect all rights in, to and under the Patents. This power of attorney shall not be affected by the subsequent dissolution and liquidation of Assignor.

- 4. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 5. This Assignment is made pursuant to the Agreement and does not confer any different, additional or inconsistent rights, duties or obligations from the terms of the Agreement. In the event of a conflict, the terms of the Agreement shall control.
- 6. Assignor authorizes Assignee or its legal representative to insert in this instrument the filing date, serial number, and any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other domestic or foreign government entity for the recordation of this document.
  - 7. The above Recitals are hereby incorporated herein and made a part of this Assignment.
- 8. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Assignment.
- 9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and instrument.
- 10. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, applicable to contracts executed and performed in that state, without giving effect to conflicts-of-laws principles.
- 11. This Assignment may be filed and recorded among the records of the United States Patent and Trademark Office or any other domestic or foreign government entity for the recordation of this document around the world.

[signatures appear on next pages]



IN WITNESS WHEREOF, the parties have has caused this instrument to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR: MEDICAL VISION AB

Before me this 2 day of 4 (25 6.5 £, 2018 personally appeared known to me to be the person who executed the above-written Assignment on behalf of Medical Vision AB.

Notary Public

I, the undersigned, Adrienne de Jounge, Notary Public of the City of Stockholm, Sweden, hereby certify that HANS ANDREASSON, duly authorized to sign for MEDICAL VISION AB, has issued and signed the foregoing document. Stockholm 28.08.2018

Exofficio: Aducai de Journe e

### ASSIGNMENT OF PATENTS, DESIGNS AND TRADEMARKS

This Assignment is dated as of June 20, 2018 (this "<u>Assignment</u>"), and having an effective date of June 5, 2018 (the "Effective Date"), by and between Medical Vision AB, a Swedish company having a registered address at Hästholmsvägen 32 3 tr, 131 30 Nacka, Sweden ("<u>Assignor</u>"), and Insightra Medical, Inc., a Delaware corporation having an address as 141 Hatcher Lande, Clarksville, Tennessee 37043 ("<u>Assignee</u>").

WHEREAS, as of the Effective Date, Assignor was the sole and exclusive owner of those patents, patent applications and designs identified in attached **Appendix 3.1.21** (the "Patents");

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NOW, THEREFORE, in consideration for the Purchase Price and promises and covenants set forth in the Agreement and the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1. Assignor does hereby, as of the Effective Date, sell, convey, assign, transfer and set over unto Assignee, and Assignee does hereby accept, all of Assignor's rights, title and interest in and to the Patents, free and clear of all liens, security interests and encumbrances, together with all reissues, continuations, continuations in part, divisions and reexaminations, revisions, extensions, thereof, and all convention and treaty rights, in the United States and all other countries for all such subject matter, the same to be held and enjoyed by Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term of which said Patents are granted or reissued, as fully and entirely as the same would have been held or enjoyed by Assignor if this Assignment had not been made; together with all preliminary invention records with respect thereto and all claims for profits and damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, and all goodwill associated therewith.
- 2. Assignor does hereby, as of the Effective Date, sell, convey, assign, transfer and set over unto to Assignee, and Assignee does hereby accept, all Assignor's right, title, and interest in and to the Trademarks, free and clear of all liens, security interests and encumbrances, together with the goodwill of the business associated with the Trademarks, the same to be held and enjoyed by Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term of which said Trademarks are registered or valid, as fully and entirely as the same would have been held or enjoyed by Assignor if this Assignment had not been made; together with the right to sue and recover for past infringements, dilution, and other violations on its own behalf.
- 3. Assignor hereby agrees, at any time or from time to time, in accordance with the Agreement and upon request of Assignee, to do, execute, acknowledge and deliver, any and all further acts and deeds, assignments, instruments of transfer or conveyance, registrations or other documents as {W0317506: 2}

may be necessary and proper to vest all right, title and interest in and to the Patents in Assignee and its successors and assigns. Assignor hereby irrevocably appoints Assignee, its successors and assigns, the attorney-in-fact for Assignor, with full power of substitution and revocation, to enforce and protect all rights in, to and under the Patents. This power of attorney shall not be affected by the subsequent dissolution and liquidation of Assignor.

- 4. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 5. This Assignment is made pursuant to the Agreement and does not confer any different, additional or inconsistent rights, duties or obligations from the terms of the Agreement. In the event of a conflict, the terms of the Agreement shall control.
- 6. Assignor authorizes Assignee or its legal representative to insert in this instrument the filing date, serial number, and any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other domestic or foreign government entity for the recordation of this document.
  - 7. The above Recitals are hereby incorporated herein and made a part of this Assignment.
- 8. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Assignment.
- 9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and instrument.
- 10. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, applicable to contracts executed and performed in that state, without giving effect to conflicts-of-laws principles.
- 11. This Assignment may be filed and recorded among the records of the United States Patent and Trademark Office or any other domestic or foreign government entity for the recordation of this document around the world.

[signatures appear on next pages]

IN WITNESS WHEREOF, the parties have has caused this instrument to be executed by their respective duly authorized officers as of the date first above written.

# **ASSIGNOR: MEDICAL VISION AB**

	Ву:	
	Name: Hans Andreasson	
· · · · · · · · · · · · · · · · · · ·	, 2018 personally appeared above-written Assignment on behalf of Med	
	Notary Public	

ASSIGNEE: Insightra Medical, Inc.

Name: Kai Trompeter

President and Chief Executive Officer

# MEDICAL VISION - PATENT PORTFOLIO OVERVIEW

						3) METHOD AND DEVICE FOR IRRIGATION OF BODY CAVITIES		LOW		2) HOSE CONNECTING DEVICE FOR CONNECTION TO PERISTATIC PUMP		C	- DW		1) INDICATION DEVICE AND IDENTIFICATION METHOD
ASU	USA	USA	Sweden		EPO		Sweden		EPO		USA	Sweden			
1050.31 / DP Pump	1050.3 / DP Pump	1050.2 / DP Pump	1050 / DP Pump	1050.1 / DP Pump	1050.4 / DP Pump	Client Ref.	1052 / Adapter	1052.1 / Adapter	1052.2 / Adapter	Client Ref.	1051.3 / ID Function (1)	1051 / ID Function (1)	1051.1 / ID Function (1)	1051.2 / ID Function (1)	Client Ref.
P083417US02	P083417US01	P083417US00	083417	203288	215364	Zacco Ref.	P41201815SE00	P41201815PCT00	P41201815EP00	Zacco Ref.	P41201742US00	P41201742SE00	P41201742PCT00	P41201742EP00	Zacco Ref.
2006-03-30	2006-03-30	2006-03-30	2006-03-30	2006-03-30	2006-03-30	Earliest Priority	2003-08-21	2003-08-21	2003-08-21	Earliest Priority	2002-10-10	2002-10-10	2002-10-10	2002-10-10	Earliest Priority

4) MEASUREMENT OF PARTICLES IN LIQUID USING REFLECTED LIGHT

MEDIUM

neder

Client Ref. 1054.3 / Cassette 1054.5 / Cassette

219223

211900

2008-04-04

2008-04-04 2008-04-04 2008-04-04

2008-04-04

P219223JP00

**Zacco Ref.** 229180

**Earliest Priority** 

1054.1 / Cassette 1054 / Cassette

1054.2 / Cassette

P219223US00

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r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	Zacco Ref. Earliest Priority
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	
r P41201867US01	r P41201867US00	P41201867PCT00	P41201867EP00	

5) INDICATION DEVICE AND IDENTIFICATION METHOD		Client Ref.	Zacco Ket.	Earliest Priority
	VSO	1051.31 / ID Function (2)	P41201742US01	2002-10-10
**************************************		1051.41 / ID Function (2)	P41201742PCT01	2010-01-21
int Concern	EPO	1051.36 / ID Function (2)	P41201742EP01	2010-01-21
	lapan	1051.38 / ID Function (2)	P41201742JP00	2010-01-21
6) METHOD AND DEVICE FOR FLUSHING DURING ENDOSCOPIC SURGERY	Υ	Client Ref.	Zacco Ref.	Earliest Priority
		1053.03 / Spjut	P41201842EP00	2010-09-13
		1053.02 / Spjut	P41201842PCT00	2010-09-13
N/A	85 <b>4</b>	1053 / Spjut	P41201842US00	2010-09-13
	88	1053.01 / Spjut	P41201842US01	2010-09-13
		1053.04 / Spjut	P41201842US02	2010-09-13

		•				
Application No.	Application Date	Registration No.	Registration Date	InternationalFilingNo	International Filing Date	Case Status (external)
03748864.0	2003-10-09	1558328	2013-12-04		2003-10-09	Completed at EP
PCT/SE2003/001574	2003-10-09			PCT/SE2003/001574		Case Completed
0202991-6	2002-10-10	0202991-6	2005-06-14			Registered
10/530,409	2003-10-09	7661582	2010-02-16		2003-10-09	Registered
Application No.	Application Date	Registration No.	Registration Date	InternationalFilingNo	International Filing Date	Case Status (external)
04775311.6	2004-08-16	1664536	2007-10-17		2004-08-16	Registered
PCT/SE2004/001198	2004-08-16			PCT/SE2004/001198		Case Completed
0302261-3	2003-08-21	0302261-3	2005-12-13			Registered
07748355.0	2007-03-28	Registration No.	Registration Date	PCT/SE2007/050193	2007-03-28	Under examination
PCT/SE2007/050193	2007-03-28			PCT/SE2007/050193		Dead
0600718-1	2006-03-30	0600718-1	2007-11-06			Registered
11/729,357	2007-03-28	8801654	2014-08-12			Registered
11/904,105	2007-03-28	7,981,073	2011-07-19			Registered
13/134,226	2007-03-28	8608682	2013-12-17			Registered
Application No.	Application Date	Registration No.	Registration Date	InternationalFilingNo	International Filing Date	Case Status (external)
09728041.6	2009-03-23	2265944	2015-06-24	PCT/SE2009/050301	2009-03-23	Completed at EP
2011502898	2009-03-23	5623383	2014-10-03		2009-03-23	Registered
PCT/SE2009/050301	2009-03-23			PCT/SE2009/050301	2009-03-23	Lapsed
0800762-7	2008-04-04					Dead
12/736,371	2009-03-23	8411266	2013-04-02		2009-03-23	Registered

13/822272	2011-09-13				2011-09-13	Abandoned
Application No.	Application Date	Registration No.	Registration No.   Registration Date   InternationalFiling	InternationalFilingNo	International Filing Date   Case Status (external	Case Status (external)
12746141.6	2012-07-09			PCT/SE2012/050812	2012-07-09	Abandoned
PCT/SE2012/050812   2012-07-09	2012-07-09			PCT/SE2012/050812	2012-07-09	Lapsed
61/572,096	2011-07-11					Expired
13/545,157	2011-07-11					Abandoned

61/403,294

13/199,877

2010-09-13

PCT/SE2011/051102

Application Date 2011-09-13 2011-09-13 2010-09-13

**Application No.** 11825531.4

Registration No.

Registration Date InternationalFilingNo

PCT/SE2011/051102

2011-09-13 2011-09-13

Case Completed
Case Completed

Abandoned

Case Status (external)

Abandoned

International Filing Date

Application No.	Application Date	Registration No.	Registration Date	Registration No.   Registration Date   International Filing No	International Filing Date   Case Status (external	Case Status (external)
12/657458	2003-10-09	8746547	2014-06-10			Registered
PCT/EP2011/050823 2011-01-21	2011-01-21			PCT/EP2011/050823	2011-01-21	Case Completed
11701652.7	2011-01-21				2011-01-21	Under examination
2012-549369	2011-01-21	5718365	2015-03-27		2011-01-21	Registered

Publication No.	Earliest Pri	Earliest Pri Earliest Priority No	Expiry Date	<b>EP Validation Countries</b>
1558328	SE	9-1662020	2023-10-09	
	SE	0202991-6		
526008			2022-10-10	
	SE	0202991-6	2023-10-09	
Publication No.	Earliest Pri	Earliest Pri Earliest Priority No	Expiry Date	
1664536	SE	0302261-3	2024-08-16	DE, FR, GB
	SE	0302261-3		
527048			2023-08-21	
Publication No.	Earliest Pri	Earliest Pr Earliest Priority No	Expiry Date	
2004033	SE	0600718-1	2027-03-28	
	SE	0600718-1		
529738			2026-03-30	
	SE	0600718-1	2031-06-10	
2008-0243054	SE	0600718-1	2027-03-28	
2012-0035417	SE	0600718-1	2027-03-28	
Publication No.	Earliest Pri	Earliest Pri Earliest Priority No	Expiry Date	
2265944	SE	0800762-7	2029-03-23	AT, CH, CZ, DE, DK, ES, FI, FR, GB, IT, NL, PT
	SE	0800762-7	2029-03-23	
	SE	0800762-7		
US2011/0051136	SE	0800762-7	2030-03-25	

Publication No.	Earliest Pri	Earliest Pri Earliest Priority No	Expiry Date	
2010-0155465	SE	0202991-6	2023-10-09	
	US	8746547		
2525843	US	8746547	2031-01-21	
2013-519128	US	8746547	2031-01-21	
Publication No.	Earliest Pri	Earliest Pri Earliest Priority No	Expiry Date	
2615961	US	61/403,294		
	US	61/403,294		
US-2012-0116168-A	1			
2013/0310647	US	61/403,294		
Publication No.	Earliest Pri	Earliest Pr Earliest Priority No	Expiry Date	
2731517	US	61/572,096		
WO 2013/009252	SN	61/572,096		

Medical Vision AB	Möllstam, Anders
Medical Vision Research & Development AB	Möllstam, Anders
Medical Vision Research & Development AB	Möllstam, Anders
Medical Vision Research & Development AB	Möllstam, Anders

Medical Vision Research & Development ABMöllstam, Anders; Milton, Sven; Movin, TomasMedical Vision Research & Development ABMöllstam, Anders; Milton, Sven; Movin, TomasMedical Vision Research & Development ABMöllstam, Anders; Milton, Sven; Movin, Tomas	Owners	Inventors
		Möllstam, Anders; Milton, Sven; Movin, Tomas
		Möllstam, Anders; Milton, Sven; Movin, Tomas
		Möllstam, Anders; Milton, Sven; Movin, Tomas
Medical Vision Research & Development AB Möllstam, Anders; Milton, Sven; Movin, Tomas		Möllstam, Anders; Milton, Sven; Movin, Tomas
Medical Vision Research & Development AB Möllstam, Anders; Milton, Sven; Movin, Tomas		Möllstam, Anders; Milton, Sven; Movin, Tomas
Medical Vision AB Möllstam, Anders; Milton, Sven; Movin, Tomas	Medical Vision AB	Möllstam, Anders; Milton, Sven; Movin, Tomas

Owners	Inventors
Medical Vision Research & Development AB	Milton, Sven;Massarutti, Paolo
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Medical Vision Research & Development AB	Möllstam, Anders; Milton, Sven
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Medical Vision Research & Development AB	Möllstam, Anders; Milton, Sven

Medical Vision Research & Development AB

Möllstam, Anders; Milton, Sven

**RECORDED: 10/24/2018** 

Owners	Inventors
Medical Vision Research & Development AB	Milton, Sven;Möllstam, Anders
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Medical Vision Research & Development AB	Milton, Sven;Möllstam, Anders
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