#### 505386647 03/21/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5433440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI	01/18/2018

# **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:	29644791

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	37621/93901
NAME OF SUBMITTER:	MATTHEW S. BETHARDS
SIGNATURE:	/Matthew S. Bethards/
DATE SIGNED:	03/21/2019

# **Total Attachments: 2**

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> **PATENT REEL: 048659 FRAME: 0703** 505386647

## Assignment of Patent Rights

THIS ASSIGNMENT OF PATENT RIGHTS is made by Icahn School of Medicine at Mount Sinai, a New York not-for-profit education corporation with its principle place of business at 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

Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the United States Patent Application entitled CURVED CATHETER, filed with the United States Patent and Trademark Office on April 20, 2018, and allotted Application No. 29/644,791 (the "Patent Application").

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 foregoing Patent Application and any patents, registrations, or certificates of inventions issuing on said Patent Application, 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, reexaminations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively the "Patent Rights").

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 at Assignee's cost, but without any further consideration to Assignor 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.

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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 January 18, 2018.

Title:

	ASSIGNOR	
	Icahn School of Medicine at Mount Sinai	
	By: Sylil Lombillo	
	Name: _Sybil A. Lombillo, PhD, JD_	
	Title: <u>Managing Director</u>	
AGREED TO AND ACKNOWLEDGE	by Assignee as of January 18, 2018.	
	ASSIGNEE	
	Merit Medical Systems, Inc.	
	By: Mr. My	
	Name: Paul La Ludio	
	Title: Was Venn Osang	

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**PATENT** REEL: 048659 FRAME: 0705

RECORDED: 03/21/2019