# 505420007 04/10/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5466798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
R. DAVID FISH	04/10/2009

### **RECEIVING PARTY DATA**

Name:	ENDOLUMINAL TECHNOLOGY LLC
Street Address:	6624 FANNIN STREET, SUITE 2220
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77030

# **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	16379903
Application Number:	15475293

#### **CORRESPONDENCE DATA**

**Fax Number:** (609)896-1469

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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Correspondent Name: FOX ROTHSCHILD LLP

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ATTORNEY DOCKET NUMBER:	109978.10107 / 10108
NAME OF SUBMITTER:	CAROL DONAHUE
SIGNATURE:	/Carol Donahue/
DATE SIGNED:	04/10/2019

#### **Total Attachments: 4**

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PATENT 505420007 REEL: 048843 FRAME: 0846

#### PATENT ASSIGNMENT

This Assignment of Patent Rights (this "Assignment") dated as of the 10th day of April, 2009 (the "Effective Date"), is by and between R. David Fish ("Assignor") and Endoluminal Technology LLC ("Assignee"), a Texas limited liability company.

#### **RECITALS:**

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume the obligations with respect to, all intellectual property rights throughout the world in the patents, patent applications, statutory invention registrations, including reissues, divisions, continuations, continuations in part, and reexaminations related to the patents listed in Exhibit A hereto (collectively "Patent Rights"); and

NOW, THEREFORE, for and in consideration the sum of Ten Dollars (\$10.00) in hand paid, the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patent Rights described in <u>Exhibit A</u> hereto, which is incorporated by reference herein, together with all rights to sue for infringement of any such Patent Rights, whether arising prior to or subsequent to the date of this Assignment, and any and all associated registrations and applications with respect thereto, and any and all renewals and extensions thereof, that may hereafter be secured under the laws now or hereafter in effect in the United States of America and in any other foreign jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. Further Assurances. For the purposes of effectuating the assignment herein, Assignor shall deliver to Assignee all documents and instruments in its possession or in possession of its agents concerning the Patent Rights, including all prosecution, opposition, cancellation, and enforcement files. Assignor agrees to execute such documents and instruments as Assignee may reasonably request in order to more 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, all of such Patent Rights, and covenants that it will do all things necessary to give full effect to this Assignment, including obtaining and executing any written agreements and other instruments to enable Assignee and its successors and assigns to record and enforce this Assignment.
- 3. <u>Authority</u>. Assignor represents and warrants that it has the full right to convey its entire right, title, and interest in the Patent Rights, and that it has not executed, and will not execute, any conflicting agreement.
- 4. Governing Law. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, AND ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY BREACH HEREOF SHALL BE

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DECIDED ACCORDING TO, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OR CONFLICTS OF LAWS. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF ANY COURT OF THE STATE OR FEDERAL COURT LOCATED IN HARRIS COUNTY, TEXAS.

5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be signed and delivered by their duly authorized representatives.

ASSIGNOR:

Dr. R.	David Fish	
By: Title:	MD	

STATE OF Texas	§
COUNTY OF Harris	§ §

BEFORE me, the undersigned authority, on this day personally appeared R. David Fish, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[SEAL]

MARY R. JONES

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MARY R. JONES

NOTAN PUBLIC in and for the State of Trans

MARY R. JONES

NOTAN PUBLIC

STATE OF TEXAS

My Commission Expires: 8-27-10

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	ASSIGNEE:
	Endoluminal Technology LLC
	By: DMh Title: Managing Officer
STATE OF <u>  (2495</u> ) ) SS.	, , .
COUNTY Harris	
The foregoing Assignment was acknown 2009 by Laurd Fish, on behalf of Eliability company.	nowledged before me on this 10th day of April day of Apri
MARY R. JONES NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 8-27-10 M	Many R. Junes  OTARY BUBLIC  y Commission Expires: 8.27-10

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# <u>EXHIBIT 1</u> DESCRIPTION OF PATENT RIGHTS ASSIGNED

# 1. The following U.S. patents:

US Patent Pub. No.	Title
2005/0113910	Percutaneously Implantable Replacement Heart Valve Device and Method of Making Same
2009/0030511	Percutaneously Implantable Replacement Heart Valve Device and Method of Making Same

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PATENT REEL: 048843 FRAME: 0850

**RECORDED: 04/10/2019**