

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5703946

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MINDFRAME LLC	10/10/2012
RECEIVING PARTY DATA	
Name:	COVIDIEN LP
Street Address:	15 HAMPSHIRE STREET
City:	MANSFIELD
State/Country:	MASSACHUSETTS
Postal Code:	02048
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16561915
CORRESPONDENCE DATA	
Fax Number:	
<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:	206-413-7491
Email:	docketing@fortemip.com
Correspondent Name:	KATHLEEN THOMAS
Address Line 1:	89 YESLER WAY SUITE 202
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	H-KN-02757.US03CON
NAME OF SUBMITTER:	KATHLEEN THOMAS
SIGNATURE:	/Kathleen Thomas/
DATE SIGNED:	09/05/2019
Total Attachments: 12	
source=Assignment 3 Mindframe to Covidien_121675-8127.US04_H-KN-02757.US03CON#page1.tif source=Assignment 3 Mindframe to Covidien_121675-8127.US04_H-KN-02757.US03CON#page2.tif source=Assignment 3 Mindframe to Covidien_121675-8127.US04_H-KN-02757.US03CON#page3.tif source=Assignment 3 Mindframe to Covidien_121675-8127.US04_H-KN-02757.US03CON#page4.tif source=Assignment 3 Mindframe to Covidien_121675-8127.US04_H-KN-02757.US03CON#page5.tif source=Assignment 3 Mindframe to Covidien_121675-8127.US04_H-KN-02757.US03CON#page6.tif	

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), having an Effective Date of September 28, 2012, is made between Mindframe LLC, a Delaware limited liability company, having a principal place of business at 12 Goodyear, Suite 125, Irvine, CA 92618 ("Assignor"), and Covidien LP, a Delaware limited partnership and the sole member of Assignor, having a principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignee");

WHEREAS, by Action of a Certificate of Conversion dated September 26, 2012, Pursuant to Sections 103 and 266 of the General Corporation Law of the State of Delaware and Sections 18-204 and 18-214 of the Delaware Limited Liability Company Act, Mindframe, Inc. was converted into Assignor;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the Patents and Patent Applications as listed on Schedule A, attached hereto and incorporated herein (collectively the "Assigned IP"), subject to any license agreements that affect the Assigned IP but do not convey title thereto;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to certain intellectual property not covered in Schedule A (the "Intangible Assets"), subject to any license agreements that affect the Intangible Assets but do not convey title thereto;

WHEREAS, Assignee is the sole member, and owner of all the outstanding limited liability company interests, of Assignor;

WHEREAS, by Omnibus Action By Unanimous Written Consent of Assignee dated September 25, 2012, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved a Plan of Merger providing for (i) the merger of Assignor into Assignee, (ii) the dissolution of Assignor, leaving Assignee as the surviving entity, (iii) the vesting of all assets and property of Assignor in Assignee, (iv) the assumption of all liabilities and obligations of Assignor by Assignee, and (v) the execution of this Agreement whereby Assignor is assigning to Assignee certain IP assets of Assignor and Assignee is assuming the corresponding IP liabilities of Assignor; and

WHEREAS, Assignor desires to assign and transfer to Assignee, Assignor's entire right, title and interest in the Assigned IP and the Intangible Assets, and Assignee is desirous of acquiring the same.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings set forth, or incorporated by reference, in this Agreement:

"Agreement" is defined in the introductory paragraph.

"Effective Date" is defined in the introductory paragraph.

"Intangible Assets" means all of the following, to the extent not included in the Assigned IP: any and all technologies and procedures, processes, designs, inventions, discoveries, know-how, show-how, works of authorship, copyrights, mask works, Moral Rights, software, trade secrets, confidential information, and all other intangible assets currently used exclusively or owned by Assignor.

"Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, any right to object to the association of a work with any product, cause, service or institution, and any similar right, existing under the law of any country in the world, or under any treaty.

The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

The words "include" or "including" when used in this Agreement are deemed to be followed by the words "but not be limited to" or "but not limited to," respectively.

2. Representations and Warranties. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Assigned IP and Intangible Assets, subject to any license agreements that affect the Assigned IP or Intangible Assets but do not convey title thereto;

(ii) all such Assigned IP and Intangible Assets are free and clear of restrictions on or conditions to transfer or assignment, and are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, or claims of any kind or manner;

(iii) there are no actions, suits, proceedings, arbitrations, investigations or claims pending or, to the knowledge of the Assignor after due inquiry, threatened against or affecting the Assignor in connection with the Assigned IP and Intangible Assets;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party, or any provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignment. Now, therefore, for the herein-recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

(i) Assignor does hereby assign, sell and transfer to Assignee, and to the successors and assigns of Assignee, Assignor's whole and entire right, title and interest in and to the Assigned IP, including:

- A. any applications, continuations, continuations-in-part, divisions, renewals, reissues and extensions of the Assigned IP and any foreign counterparts and applications based on any of the foregoing;
- B. all rights of priority related to the Assigned IP and conferred by any applicable statute, treaty or convention;
- C. the right to sue (and collect damages) for all present, past and future infringement of the Assigned IP, in the United States, its territorial possessions, and in all foreign countries; and
- D. all inventions disclosed in the Assigned IP.

(ii) Assignor does further hereby assign, sell and transfer to Assignee, and to the successors and assigns of Assignee, Assignor's whole and entire right, title, and interest in and to the Intangible Assets in the United States and all jurisdictions outside the United States.

(iii) Assignor does further consent to the recordation of this Assignment by Assignee with the United States Commissioner of Patents or any similar foreign governmental agency to record the transfer of the Assigned IP set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor does further authorize the United States Commissioner of Patents and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Assigned IP set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein.

(iv) Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Assigned IP and Intangible Assets.

4. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title and interest in the Assigned IP and the Intangible Assets, and agrees to assume, pay, perform and discharge and indemnify and hold Assignor harmless against all corresponding debts, obligations, liabilities, and contracts of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise (the "Assumed Liabilities").

5. Relationship with Plan of Merger. This Agreement is intended to evidence the consummation of the transactions contemplated by the Plan of Merger. This Agreement is in all respects subject to the provisions of the Plan of Merger and is not intended in any way to supersede, limit or qualify any provisions of the Plan of Merger.

6. Effective Time. The assignment by Assignor to Assignee of the Assigned IP and the Intangible Assets, and the acceptance of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the Effective Date.

7. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

8. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

Mindframe LLC

By: Covidien LP, its sole Member


By: COVIDIEN HOLDING INC.,
Its General Partner

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

ASSIGNEE:

Covidien LP

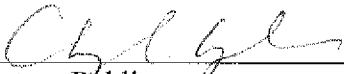
By: COVIDIEN HOLDING INC.,
Its General Partner

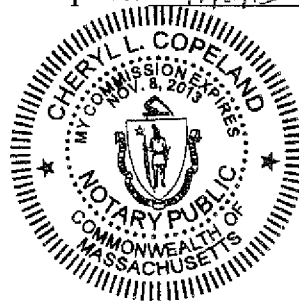
By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 10th day of October, 2012 before me, the undersigned notary public, personally appeared Matthew J. Nicolella proved to me through satisfactory evidence of identification, which were Driving License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public: CHERYL L. COPELAND
Commission expires: 11/8/13



Schedule A

U.S. Patents/ Applications

Reference	Patent/ Pub. No.	Application Serial No.	Title	Filing or 371 (c) Date:
001A	20090105737	12/123390	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	5/19/2008
001C1	20100318097	12/835497	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	7/13/2010
001C2	20110190797	13/084880	METHOD OF RESTORING BLOOD FLOW THROUGH AN OBSTRUCTED BLOOD VESSEL OF THE BRAIN	4/12/2011
001P1	20100174309	12/651353	RECANALIZATION/ REVASCULARIZATION AND EMBOLUS ADDRESSING SYSTEMS INCLUDING EXPANDABLE TIP NEURO-MICROCATHETER	12/31/2009
001P2	20100217187	12/711100	RAPID PERFUSION DEVICES AND METHODS	2/23/2010
001P1P1	8066757	12/980039	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT METHODS	12/28/2010
001P1PIC 1	8070791	12/981363	MULTIPLE LAYER EMBOLUS REMOVAL	12/29/2010
001P1PIC 2	20110160760	12/981362	SYSTEM FOR PROVIDING PROGRESSIVE THERAPY FOR THROMBUS MANAGEMENT	12/29/2010
001P1PIC 3	8197493	12/981336	METHOD FOR PROVIDING PROGRESSIVE THERAPY FOR THROMBUS MANAGEMENT	12/29/2010

001P1P1C 4	20110160757	12/981373	EXPANDABLE TIP ASSEMBLY FOR THROMBUS MANAGEMENT	12/29/2010
001P1P1C 5	20110238106	13/151200	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT METHODS	6/1/2011
001P1P1C 6	20120016406	13/245190	FLOW RESTORATION METHODS	9/26/2011
001P1P1C 7	20120022576	13/245122	REVASCULARIZATION DEVICES	9/26/2011
001P1P1C 8		13/493907	THROMBUS MANAGEMENT WITHIN NEUROVASCULATURE	6/11/2012
001P1P1P1	20110319917	13/172778	METHODS OF MANAGING NEUROVASCULAR OBSTRUCTIONS	6/29/2011
001P4	20120065660	13/281363	EXPANDABLE TIP ASSEMBLY FOR THROMBUS MANAGEMENT	10/25/2011
001P5	20120041475	13/281322	THROMBUS MANAGEMENT DEVICE	10/25/2011

001P6	20120041460	13/281348	THROMBUS MANAGEMENT SYSTEM	10/25/2011
002A	20090125053	12/136737	ANEURYSM NECK BRIDGING PROCESSES WITH REVASCULARIZATION SYSTEMS METHODS AND PRODUCTS THEREBY	6/10/2008
003A	20090105722	12/182370	DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	7/30/2008
005A	20100100106	12/422105	MONORAIL NEURO-MICROCATHETER FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	4/10/2009
006A	8088140	12/475389	BLOOD FLOW RESTORATION AND EMBOLUS REMOVAL METHODS	5/29/2009
006C1	20120116443	13/341186	DEVICES FOR RESTORING BLOOD FLOW AND CLOT REMOVAL DURING ACUTE ISCHEMIC STROKE	12/30/2011
007A	20100256600	12/753812	NEUROVASCULAR OTW PTA BALLOON CATHETER AND DELIVERY SYSTEM	4/2/2010
008A	20100022951	12/469462	DETACHABLE HUB/LUER DEVICE AND PROCESSES	5/20/2009
001PR		60/980736	NOVEL ENHANCED TETHERED REPERFUSION SYSTEMS AND RELATED METHODS	10/17/2007
001PR2		60/987384	RAPID PERFUSION DEVICES AND METHODS	11/12/2007
002PR		60/989422	NOVEL ENHANCED ANEURYSM NECK-BRIDGING DEVICES, METHODS AND SYSTEMS	11/20/2007

003PR		61/015154	NOVEL ENHANCED DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	12/19/2007
005PR		61/044392	MONORAIL NEURO-MICROCATHETER FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	4/11/2008
006PR		61/057613	IMPROVED DEVICES FOR RESTORING BLOOD FLOW AND EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	5/30/2008
007PR		61/166725	OTW PTA BALLOON CATHETER AND DELIVERY SYSTEM	4/4/2009

Non-U.S. Patents/ Applications

Reference	Country	Patent/ Pub. No.	Application Serial No.	Title	Filing or 371 (c) Date:
001VPC	PCT	WO2009/114046	PCT/US2008/083185	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001VEP	EP	2217315	8873248.2	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001VAU	AU	2008352581	2008352581	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001VCA	CA	2717790	2717790	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001VEPDI	EP	2478930	12164489.2	REVASCULARIZATION SYSTEMS FOR CEREBRAL VASCULATURE	11/12/2008
001VGB	GB	2463592	922251.4	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001VGBD1	GB		1008683.3	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001VJP	JP	2011502655	2010533336	ACUTE STROKE REVASCULARIZATION/ RECANALIZATION SYSTEMS PROCESSES AND PRODUCTS THEREBY	11/12/2008
001P1P1WO	PCT	WO2011/082319	PCT/US2010/062532	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT	12/30/2010
001P1P1EP	EP	2367482	10829315.0	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT	12/30/2010
001P1P1HK	HK	1162287A	12103101.6	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT METHODS	12/30/2010
001P1P1JP	JP	2012510352	2011-548439	BLOOD FLOW	12/30/2010

				RESTORATION AND THROMBUS MANAGEMENT METHODS	
001P1P1JPD1	JP	2012183366	2012-124910	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT METHODS	12/30/2010
001P1P1BR	BR		11 2012 0159534	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT	12/30/2010
001P1P1IL	IL		220522	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT	12/30/2010
001P1P1AU	AU		2010339405	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT	12/30/2010
001P1P1IN	IN		6688/DELNP/2012	BLOOD FLOW RESTORATION AND THROMBUS MANAGEMENT	12/30/2010
002VPC	PCT	WO2009/067629	PCT/US2008/084245	IMPROVED ANEURYSM NECK BRIDGING PROCESSES WITH REVASCLARIZATION SYSTEMS METHODS AND PRODUCTS THEREBY	11/20/2008
003VPC	PCT	WO2009/086154	PCT/US2008/087759	IMPROVED DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	12/19/2008
003VAU	AU	2008345624	2008345624	IMPROVED DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	12/19/2008
003VCA	CA	2709999	2709999	IMPROVED DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	12/19/2008
003VEP	EP	2234548	8866763.9	IMPROVED DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	12/19/2008
003VJP	JP	2011507633	2010539893	IMPROVED DEVICES AND METHODS FOR EMBOLUS REMOVAL DURING ACUTE ISCHEMIC STROKE	12/19/2008
005VPC	PCT	WO2009/126935	PCT/US2009/040277	MONORAIL NEURO-MICROCATHETER FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	4/10/2009
005VAU	AU	2009234268	2009234268	MONORAIL NEURO-MICROCATHETER	4/10/2009

				FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	
005VCN	CN	101977650	200980110391	MONORAIL NEURO-MICROCATHETER FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	4/10/2009
005VEP	EP	2271390	9730066.9	MONORAIL NEURO-MICROCATHETER FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	4/10/2009
005VJP	JP	2011517607	2011-504226	MONORAIL NEURO-MICROCATHETER FOR DELIVERY OF MEDICAL DEVICES TO TREAT STROKE, PROCESSES AND PRODUCTS THEREBY	4/10/2009