

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ARES K. MENON	10/11/2019
MICHAEL MATTHES	10/08/2019
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<b>Postal Code:</b>	12247
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16487414
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<b>ATTORNEY DOCKET NUMBER:</b>	12544-97 (197P 2337)
<b>NAME OF SUBMITTER:</b>	MICHAEL E. HUSSEY
<b>SIGNATURE:</b>	/mh/
<b>DATE SIGNED:</b>	10/31/2019
<b>Total Attachments: 2</b>	
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**CONFIRMATION OF OWNERSHIP AND ASSIGNMENT**

WHEREAS, Ares K. Menon and Michael Matthes, hereinafter called the "Inventors", have made the invention ("Invention") described in the United States patent application 16/487,414, entitled CLOSING DEVICE FOR AN OPENING IN THE HEART OF A PATIENT, filed August 20, 2019 ("Patent Application"), which is a 371 nationalization of international patent application PCT/EP2018/054447 filed February 22, 2018, which claims priority under 35 USC § 119 to European patent application 17157732.3 filed February 23, 2017;

WHEREAS, Berlin Heart GmbH, a corporation organized and existing under the laws of Germany, having a place of business at Wiesenweg 10, Berlin 12247, Germany, hereinafter called the "Employer", employed the Inventors at the time the Invention was made;

WHEREAS, the Inventors acknowledge that the Employer already possesses all right, title, and interest in and to the Invention and the Patent Application in accordance with German law;

NOW, THEREFORE, the Inventors hereby confirm that the Employer already owns all right, title and interest in the Invention and the Patent Application and also confirms that any and all Patents granted for the Invention in the United States of America and all other countries or regions, including any and all divisions, continuations, continuations-in-part of the Patent Application, reissues, reexaminations, or extensions of said Patents, also vest in the Employer, and that the Employer has and shall have the full right to claim for any such Patents all benefits and priority rights under any applicable convention, treaty, or legislation, and the right to sue and obtain relief, including damages, profits, and injunctions, for any infringement occurring before or after issuance of the Patents.

FURTHERMORE, to confirm full ownership by the Employer of the Invention, Patent Application, and Patents which may be granted for the Inventions, even against a

contrary determination by any authority, including courts of the United States or any other country for any reason, the Inventors hereby assign, sell, and transfer to the Employer in exchange for compensation to the Inventors as may be required under German law that is good, valuable, and legally sufficient, the receipt of which the Inventors hereby acknowledge, the entire right, title, and interest in and to the Invention and the Patent Application, and any and all Patents in the United States of America and all foreign countries that may be granted for the Invention or on the Patent Application, including any and all divisions, continuations, and continuations-in-part of the Patent Application, reissues, reexaminations, renewals, and extensions of said Patents, as well as the full right to claim for any such Patents all benefits and priority rights under any applicable convention, treaty, or legislation, and the right to sue and obtain relief, including damages, profits, and injunctions, for any infringement occurring before or after issuance of the Patents.

The Inventors hereby authorize and request each national Patent Office to issue the Patents to the Employer or to the successors, legal representatives, or assigns of the Employer.

IN TESTIMONY WHEREOF, the Inventors have executed this Confirmation of Ownership and Assignment on the date shown below.

Date

2019/10/11

Ares K. Menon



Date

2019/10/08

Michael Matthes

