

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5850658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RANDY MATTHEW LANE	04/10/2017
COLIN A. NYULI	04/05/2017
ALEXEI J. MARKO	04/10/2017
RECEIVING PARTY DATA	
Name:	NEOVASC TIARA INC.
Street Address:	13562 MAYCREST WAY SUITE 5138
City:	RICHMOND, BRITISH COLUMBIA, V6V 2J7
State/Country:	CANADA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16439170
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>	
Email:	REQUEST@SLWIP.COM
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	5131.004US3
NAME OF SUBMITTER:	JESSE CANTRELL
SIGNATURE:	/ Jesse Cantrell /
DATE SIGNED:	12/04/2019
Total Attachments: 3	
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source=5131004US3_Assgn#page3.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 5131.004US3

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Randy Matthew Lane, Colin A. Nyuli, Alexei J. Marko

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: April 10, 2017, April 5, 2017, April 10, 2017

2. Name and address of receiving party(ies):

Name: Neovasc Tiara Inc.

Street Address: 13562 Maycrest Way
Suite 5138

City: Richmond, British Columbia, V6V 2J7

Country: Canada

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 16/439,170

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Douglas Portnow

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

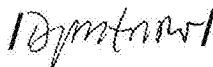
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Douglas Portnow/Reg. No. 59,660

Name of Person Signing



Signature

December 3, 2019

Date

Total number of pages including cover sheet: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 051181 FRAME: 0111

WHEREAS, the undersigned:

1. Randy Matthew LANE
Langley, CANADA
2. Colin A. NYULI
Vancouver, CANADA
3. Alexei J. MARKO
Vancouver, CANADA

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

METHODS AND APPARATUS FOR ENGAGING A VALVE PROSTHESIS WITH TISSUE

- ☐ for which a United States patent application is executed on even date herewith;
☒ for which application serial number 15/378,892 was filed on December 14, 2016 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Neovasc Tiara Inc., a corporation of Canada, having a place of business at 13700 Mayfield Place, Richmond, BC V6V 2T7, Canada, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

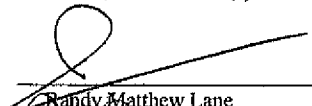
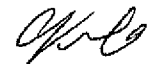
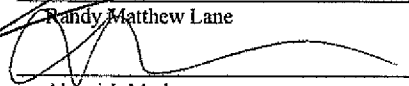
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

PATENT ASSIGNMENT

Docket Number 42194-705,401

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 2017/APR/10
Randy Matthew LaneDate: 2017/APR/05
Colin A. NyuliDate: 2017/APR/10
Alexei J. Marko

RECEIVED AND AGREED TO BY ASSIGNEE: Neovasc Tiara Inc.

Date: 2017/APR/10Signature: 

Name: Alexei J. Marko

Title: CEO