

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5679252

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the INCORRECTLY RECORDED ASSIGNMENT FILED BY HORIZON TECHNOLOGY FUNDING COMPANY LLC previously recorded on Reel 018375 Frame 0912. Assignor(s) hereby confirms the FOREBEARANCE AND AMENDMENT AGREEMENT.	
CONVEYING PARTY DATA		
	Name	Execution Date
	WINDOW SUPPORT SYSTEMS, INC.	08/21/2019
RECEIVING PARTY DATA		
Name:	PATTON INDUSTRIAL PRODUCTS, INC.	
Street Address:	8410 PILLSBURY AVENUE	
City:	BLOOMINGTON	
State/Country:	MINNESOTA	
Postal Code:	55420	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7424791
CORRESPONDENCE DATA		
Fax Number:	(412)209-1845	
<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:	412-297-4900	
Email:	ippatent@cohenlaw.com	
Correspondent Name:	COHEN & GRIGSBY, P.C.	
Address Line 1:	625 LIBERTY AVENUE	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-3152	
NAME OF SUBMITTER:	MICHAEL E. DUKES	
SIGNATURE:	/michael e. dukes/	
DATE SIGNED:	08/21/2019	
Total Attachments: 14		
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To the Director of the U.S. Patent and Trademark Office

Documents of the new address(es) below.

1. Name of conveying party(ies)

Percardia, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 1, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Forbearance and Amendment Agreement

2. Name and address of receiving party(ies)

Name: Horizon Technology Funding Company LLC

Internal Address: _____

Street Address: 76 Batterson Park Road

City: Farmington

State: Connecticut

Country: USA Zip: 06032

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See attached.

B. Patent No.(s)

See attached.

Additional numbers attached? ☒ Yes ☐ No

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

Name: John C. Bombara

Internal Address: Horizon Technology Funding Company
LLC

Street Address: 76 Batterson Park Road

City: Farmington

State: Connecticut Zip: 06032

Phone Number: 860-676-8657

Fax Number: 860-676-8655

Email Address: jay@horizontechfinances.com

6. Total number of applications and patents involved: 95

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 3,800.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

September 28, 2006

Date

John C. Bombara
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
U.S.PATENTS

Patent	Owner	Registration Number	Registration Date
LEFT VENTRICULAR CONDUITS TO CORONARY ARTERIES AND METHOD FOR CORONARY BYPASS	Percardia	USP 6,945,949	9/20/2005
LEFT VENTRICULAR CONDUITS TO CORONARY ARTERIES AND METHOD FOR CORONARY BYPASS	Percardia	USP 6,949,080	9/27/2005
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,196,230	3/6/2001
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,261,304	7/17/2001
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,409,751	6/25/2002
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,694,983	2/24/2004
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,387,119	6/25/2002
VALVE DESIGNS FOR LEFT VENTRICULAR CONDUITS	Percardia	USP 6,641,610	11/4/2003
VALVE DESIGNS FOR LEFT VENTRICULAR CONDUITS	Percardia	USP 7,011,095	3/14/2006
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	USP 6,290,728	9/18/2001
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	USP 6,610,100	8/26/2003

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
U.S.PATENTS

Patent	Owner	Registration Number	Registration Date
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	USP 6,926,690	8/9/2005
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	USP 6,953,481	10/11/2005
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	USP 7,101,402	9/5/2006
VASCULAR GRAFT BYPASS	Percardia	USP 6,253,768	7/3/2001
VASCULAR GRAFT BYPASS	Percardia	USP 6,605,113	8/12/2003
BLOOD FLOW CONDUIT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,302,892	10/16/2001
BLOOD FLOW CONDUIT DELIVERY SYSTEM AND METHOD OF USE	Percardia	USP 6,582,444	6/24/2003
LEFT VENTRICULAR CONDUIT WITH BLOOD VESSEL GRAFT	Percardia	USP 6,254,564	7/3/2001
LEFT VENTRICULAR CONDUIT WITH BLOOD VESSEL GRAFT	Percardia	USP 6,881,199	4/19/2005
VENTRICULAR BALLOON STENT ADAPTED FOR PERCUTANEOUS DELIVERY	Percardia	USP 6,854,467	2/15/2005
LEFT VENTRICULAR CONDUITS AND METHODS FOR DELIVERY	Percardia	USP 6,638,237	10/28/2003
LEFT VENTRICULAR CONDUITS AND METHODS FOR DELIVERY	Percardia	USP 6,964,652	11/15/2005

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
U.S.PATENTS

Patent	Owner	Registration Number	Registration Date
CORKSCREW REINFORCED LEFT VENTRICLE TO CORONARY ARTERY CHANNEL	Percardia	USP 7,033,372	4/25/2006
METHOD FOR SURFACE MODIFICATION	Percardia	USP 6,632,470	10/14/2003
CONDUITS DESIGNED AND RELATED METHODS FOR OPTIMAL FLOW CONTROL	Percardia	USP 6,605,053	8/12/2003
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 5,755,682	5/26/1998
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 6,123,682	9/26/2000
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 6,093,166	7/25/2000
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 6,350,248	2/26/2002
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 6,361,519	3/26/2002
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 5,944,019	8/31/1999
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 6,454,794	9/24/2002
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	USP 6,701,932	3/9/2004
METHOD TO DELIVER BLOOD FROM A HEART CHAMBER TO A VESSEL	Percardia	USP 6,929,011	8/16/2005

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
U.S.PATENTS

Patent	Owner	Registration Number	Registration Date
METHOD FOR REVASCULARIZING A CORONARY VESSEL	Percardia	USP 6,913,021	7/5/2005
METHOD FOR USING A FLEXIBLE TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,250,305	6/26/2001
METHOD FOR USING A FLEXIBLE TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,214,041	4/10/2001
CORONARY ARTERY BYPASS WITH REVERSE FLOW	Percardia	USP 5,908,029	6/1/1999
TRANSMYOCARDIAL IMPLANT WITH CORONARY INGROWTH	Percardia	USP 5,984,956	11/16/1999
TRANSMYOCARDIAL IMPLANT WITH CORONARY INGROWTH	Percardia	USP 6,102,941	8/15/2000
TRANSMYOCARDIAL IMPLANT PROCEDURE AND TOOLS	Percardia	USP 6,029,672	2/29/2000
TRANSMYOCARDIAL IMPLANT PROCEDURE AND TOOLS	Percardia	USP 6,223,752	5/1/2001
TRANSMYOCARDIAL IMPLANT PROCEDURE AND TOOLS	Percardia	USP 6,237,607	5/29/2001
TRANSMYOCARDIAL IMPLANT WITH CORONARY STENT	Percardia	USP 6,053,942	4/25/2000
TRANSMYOCARDIAL IMPLANT WITH COMPLIANCE COLLAR	Percardia	USP 6,197,050	3/6/01
INSERTION TOOL FOR TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,193,726	2/27/2001

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
U.S.PATENTS

Patent	Owner	Registration Number	Registration Date
INSERTION TOOL FOR TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,454,760	9/24/2002
COMPLIANT TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,406,491	6/18/2002
TRANSMYOCARDIAL IMPLANT WITH INSERTED VESSEL	Percardia	USP 6,076,529	6/20/2000
PYROLYTIC CARBON TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,113,823	9/5/2000
HEALING TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,406,488	6/19/2002
GUIDE FOR TRANSMYOCARDIAL IMPLANT	Percardia	USP 6,139,541	10/31/2000
TRANSMYOCARDIAL IMPLANT WITH FORWARD FLOW BIAS	Percardia	USP 6,409,697	6/25/2002
TRANSMYOCARDIAL IMPLANT WITH FLOW REDUCTION	Percardia	USP 6,916,304	7/12/2005
TRANSMYOCARDIAL IMPLANT WITH INDUCED TISSUE FLAP	Percardia	USP 6,182,668	2/6/2001
TRANSMYOCARDIAL IMPLANT WITH MINIMIZED CORONARY INSERTION	Percardia	USP 6,113,630	9/5/2000
MULTI-LUMEN IMPLANT	Percardia	USP 6,808,504	10/26/2004
INTRAVASCULAR VENTRICULOCORONARY ARTERY BYPASS DELIVERY MODALITIES	Percardia	USP 6,976,990	12/20/2005

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
U.S.PATENTS

Patent	Owner	Registration Number	Registration Date
ENCASED IMPLANT AND METHODS	Percardia	USP 6,949,118	9/27/2005
CARDIAC IMPLANT AND METHODS	Percardia	USP 7,008,397	3/7/2006
AUTOANASTOMOSIS	Percardia	USP 6,582,463	6/24/2003

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
U.S.PATENT APPLICATIONS

Patent Application	Owner	Application Number	Application Date
LEFT VENTRICULAR CONDUITS TO CORONARY ARTERIES AND METHOD FOR CORONARY BYPASS	Percardia	09/534,038	3/24/2000
LEFT VENTRICULAR CONDUITS TO CORONARY ARTERIES AND METHOD FOR CORONARY BYPASS	Percardia	10/681,323	10/9/2003
LEFT VENTRICULAR CONDUITS TO CORONARY ARTERIES AND METHOD FOR CORONARY BYPASS	Percardia	11/011,192	12/15/2004
LEFT VENTRICULAR CONDUITS TO CORONARY ARTERIES AND METHOD FOR CORONARY BYPASS	Percardia	11/143,979	6/3/2005
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	10/625,536	7/24/2003
STENT DELIVERY SYSTEM AND METHOD OF USE	Percardia	10/727,543	12/5/2003
VALVE DESIGNS FOR LEFT VENTRICULAR CONDUITS	Percardia	11/300,513	12/15/2005
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	10/339,385	1/10/2003
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	11/155,628	6/20/2005
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	11/2476,219	10/11/2005
DESIGNS FOR LEFT VENTRICULAR CONDUIT	Percardia	New Claims	6/29/2006
VASCULAR GRAFT BYPASS	Percardia	10/455,817	6/6/2003
BLOOD FLOW CONDUIT DELIVERY SYSTEM AND METHOD OF USE	Percardia	10/426,832	5/1/2003
LEFT VENTRICULAR CONDUIT WITH BLOOD VESSEL GRAFT	Percardia	10/928,794	8/30/2004
LEFT VENTRICULAR CONDUIT WITH BLOOD VESSEL GRAFT	Percardia	New Claims	7/14/2006

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
U.S.PATENT APPLICATIONS

Patent Application	Owner	Application Number	Application Date
VENTRICULAR BALLOON STENT ADAPTED FOR PERCUTANEOUS DELIVERY	Percardia	10/895,820	7/22/2004
LEFT VENTRICULAR CONDUITS AND METHODS FOR DELIVERY	Percardia	11/194,457	8/2/2005
METHOD FOR SURFACE MODIFICATION	Percardia	10/645,704	8/22/2003
CONDUITS DESIGNED AND RELATED METHODS FOR OPTIMAL FLOW CONTROL	Percardia	10/457,564	6/10/2003
METHODS FOR INDUCING VASCULAR REMODELING AND RELATED METHODS FOR TREATING DISEASED VASCULAR STRUCTURES	Percardia	10/388,592	3/17/2003
MYOCARDIAL IMPLANT WITH COLLAR	Percardia	10/351,438	1/27/2003
METHODS OF RETROPERFUSION AND RELATED DEVICES	Percardia	10/671,581	9/29/2003
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	10/682,687	10/9/2003
METHOD TO DELIVER BLOOD FROM A HEART CHAMBER TO A VESSEL	Percardia	11,139,674	5/31/2005
METHOD AND APPARATUS FOR REVASCULARIZING A CORONARY VESSEL WITH AN IMPLANT HAVING A TAPERED MYOCARDIAL LEG	Percardia	11/360,669	2/24/2006
HEALING TRANSMYOCARDIAL IMPLANT	Percardia	10/639,614	8/11/2003
HEALING TRANSMYOCARDIAL IMPLANT	Percardia	11/266,237	11/4/2005
DEVICE FOR PLACING TRANSMYOCARDIAL IMPLANT	Percardia	10/238,574	9/9/2002
TRANSMYOCARDIAL IMPLANT DELIVERY SYSTEM	Percardia	10/153,341	5/21/2002
TRANSMYOCARDIAL IMPLANT WITH NATURAL VESSEL GRAFT AND METHOD	Percardia	10/150,621	5/17/2002

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
U.S. PATENT APPLICATIONS

Patent Application	Owner	Application Number	Application Date
CARDIAC IMPLANT AND METHODS	Percardia	11/073,932	3/8/2005
INTERVENTIONAL DIAGNOSTIC CATHETER AND A METHOD FOR USING A CATHETER TO ACCESS ARTIFICIAL CARDIAC SHUNTS	Percardia	10/844,372	5/13/2004
INTERVENTIONAL DIAGNOSTIC CATHETER AND A METHOD FOR USING A CATHETER TO ACCESS ARTIFICIAL CARDIAC SHUNTS	Percardia	10/983,653	11/1/2004

GRANT OF SECURITY INTEREST
PATENTS

THIS GRANT OF SECURITY INTEREST PATENTS ("Patent Agreement"), dated as of July 1, 2006, is executed by PERCARDIA, INC., a Delaware corporation with an address of 10 Al Paul Lane, Suite 202, Merrimack, NH 03054 ("Debtor"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of May 6, 2005 (as amended from time to time and in effect, the "Agreement") by and between Debtor and the Secured Party, the Secured Party made certain loans to Debtor upon the terms and subject to the conditions set forth therein (the "Loans"), which Loans are further evidenced by a certain Secured Promissory Note dated as of May 6, 2005 in the original principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) executed by Debtor in favor of Secured Party ("Note A") and by a certain Secured Promissory Note dated as of November 15, 2005 in the original principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) executed by Debtor in favor of Secured Party ("Note B" and collectively with Note A, the "Notes");

B. Debtor failed to make the payments of principal and interest due under the Notes on July 1, 2006 and requested that Lender forbear from collecting the Obligations (as defined in the Loan Agreement);

C. Pursuant to a certain Forbearance Agreement, dated on or about the date hereof, by and between Debtor and the Secured Party (the "Forbearance Agreement"), Secured Party, in consideration for, among other things, the execution of this Patent Agreement, has agreed to forbear the collection of the Obligations, subject to the terms and conditions contained therein;;

B. Debtor owns the patents and/or applications for patents, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");


C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

PERCARDIA, INC.

By: 
Name:
Title: President & CEO

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Patton Industrial Products, Inc.

Patent No.: 7,424,791

Granted: September 16, 2008

Application No.: 10/928,794

Filing Date: August 27, 2004

CABLE BRACKET APPARATUS

Mail Stop Assignment Recordation Branch
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

August 21, 2019

DECLARATION IN SUPPORT OF CORRECTED COVER SHEET

Patton Industrial Products, Inc., a Minnesota corporation, submits this Declaration in support of the Corrective Cover Sheet for U.S. Patent No. 7,424,791 filed herewith, stating as follows:

- 1) The inventor assigned his rights in and to U.S. Patent No. 7,424,791 to Window Support Systems, Inc. as recorded at Reel/Frame 015745/0438 on August 27, 2004.
- 2) Window Support Systems, Inc. assigned its rights in and to U.S. Patent No. 7,424,791 to Patton Industrial Products, Inc. as recorded at Reel/Frame 029862/0761 on February 8, 2013.
- 3) Patton Industrial Products, Inc. has been and continues to be the true and correct owner of all rights in and to U.S. Patent No. 7,424,791.
- 4) The Assignment submitted by Horizon Technology Funding Company LLC as recorded at Reel/Frame No. 018375/0912 on October 3, 2006, was submitted with erroneous information.

Declaration in Support of Corrective Chain of Title
U.S. Patent No. 7,424,791

Patton Industrial Products, Inc. as the true and correct owner of all rights in and to U.S. Patent No. 7,424,791 requests that a Corrective Cover Sheet and this Declaration be added to the assignment record concerning U.S. Patent No. 7,424,791, to make clear that the chain of title for U.S. Patent No. 7,424,791 should not be considered altered by the incorrect Assignment mentioned above.

The undersigned has been advised that false statements made herein are punishable by law and hereby states that all statements made herein based on my personal knowledge are true and that all statements made herein based on information and belief are believed to be true.

Respectfully submitted,

By



Name: Todd Patton

Title: Chief Executive Officer

Signed this 21st day of August, 2019