# 506019762 04/17/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6066475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NVISION MEDICAL CORPORATION	04/13/2018

### **RECEIVING PARTY DATA**

Postal Code:	55311	
State/Country:	MINNESOTA	
City:	MAPLE GROVE	
Street Address:	ONE SCIMED PLACE	
Name:	BOSTON SCIENTIFIC SCIMED, INC.	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16834480

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Email:** rmoye@kdbfirm.com, docketing@kdbfirm.com

Correspondent Name: KACVINSKY DAISAK BLUNI PLLC

Address Line 1: 2601 WESTON PARKWAY

Address Line 2: SUITE 103

Address Line 4: CARY, NORTH CAROLINA 27513

ATTORNEY DOCKET NUMBER:	8150.0532XC
NAME OF SUBMITTER:	RODDY MOYE
SIGNATURE:	/Roddy Moye/
DATE SIGNED:	04/17/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### **Total Attachments: 6**

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of April 13, 2018, by nVision Medical Corporation, a Delaware corporation ("Assignor"), to Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignee").

# Background

WHEREAS, pursuant to a plan to restructure the operations of Assignor and consolidate the ownership of certain intellectual property rights under Assignee, Assignor desires to assign and transfer to Assignee all of Assignor's interest in such intellectual property rights in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of the date hereof, Assignor distributed to its sole shareholder, Assignee, such intellectual property rights (the "Dividend"); and

WHEREAS, this Assignment is necessary to effectuate the Dividend.

NOW, THEREFORE, in consideration of and subject to each of the covenants, terms and conditions hereinafter set forth, Assignor and Assignee hereby agree as follows:

#### ARTICLE I - DEFINITIONS.

- Section 1.1 "<u>Intellectual Property Rights</u>" means any intellectual and industrial property rights of any type or nature in any jurisdiction throughout the world, including without limitation:
  - (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, together with the invention(s) disclosed therein, including all issuances, reissues, extensions, reexaminations, renewals, divisions, substitutions, continuations or continuations-in-part of such patents, all patents which claim priority to said patents and all associated rights under the International Convention;
  - (b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, together with the goodwill of the business connected with the use thereof and symbolized thereby;
  - (c) rights in copyrightable subject matter or protectable designs, including, but not limited to, copyrights and copyright applications;
    - (d) trade secrets, know-how, formulae, methods, techniques, and processes;
  - (e) computer programs or data in computerized form, whether in object code, source code or other form; and
  - (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or

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otherwise, whether or not registered or registrable and including all applications (or rights to apply) for and renewals and extensions of such rights.

- Section 1.2 "<u>nVision Intellectual Property</u>" means Assignor's entire right, title and interest in and to Intellectual Property Rights that are owned by Assignor, including, but not limited to, the patents and patent applications listed on Schedule A and the trademarks and trademark applications listed on Schedule B.
- Section 1.3 "<u>Licensed-In Intellectual Property</u>" means Assignor's entire right, title and interest in or to Intellectual Property Rights that are owned by a third party and licensed or granted to Assignor.

# ARTICLE II- ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

- Section 2.1 <u>Assignment</u>. Assignor hereby assigns, transfers and conveys absolutely unto Assignee:
  - (a) all its right, title and interest in the nVision Intellectual Property free from all encumbrances;
  - (b) all its right, title and interest in the Licensed-In Intellectual Property (but solely to the extent transfer is permitted by the applicable agreements); and
  - (c) all benefits, privileges, causes of action, common law rights, and remedies relating to the foregoing throughout the world, including, without limitation, all of Assignor's rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) for past, present and future infringement or other violation thereof, and (iii) grant licenses or other interests therein.
- Section 2.2 Recordation and Cooperation in Transfer. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment. Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed. Nothing herein shall effect the transfer or assignment of any agreement or other Licensed-In Intellectual Property to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Licensed-In Intellectual Property, but the Assignor shall take such actions as are necessary to place Assignee, to the extent possible, in the same position economically as if such agreement or other Licensed-In Intellectual Property had been transferred as contemplated hereby.

# ARTICLE III- MISCELLANEOUS.

- Section 3.1 <u>Representations and Warranties</u>. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.
- Section 3.2 <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors, assigns and/or other legal representatives.
- Section 3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

nVision Medical Corporation

Mark R. Slicer

Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

Vanee R. Brown

Vice President and Secretary

 $\frac{Schedule\ A}{nVision\ Patents\ and\ Patent\ Applications}$ 

Country	Title	Application No./ Patent No.	Filing Date
- UKAMMA	METHODS AND DEVICES FOR		
US	PALLOPIAN TUBE DIAGNOSTICS	14/764,710	Feb-03-2014
MANAGEMENT WATER	METHODS AND DEVICES FOR		~ 1 00 0011
PCT	FALLOPIAN TUBE DIAGNOSTICS	PCT/US2014/01447 2	Feb-03-2014
	COLLECTION OF CELLS FROM A LUMEN		T 1 00 0014
Australia	IN A PATIENT	2015218548	Feb-03-2014
	METHODS AND DEVICES FOR		wat on and t
Brazil	FALLOPIAN TUBE DIAGNOSTICS	BR 11 2015 018524 0	Feb-03-2014
	METHODS AND DEVICES FOR		-
Canada	FALLOPIAN TUBE DIAGNOSTICS	2,899,881	Feb-03-2014
Contract	METHODS AND DEVICES FOR		
China	FALLOPIAN TUBE DIAGNOSTICS	201480018717.7	Feb-03-2014
	METHODS AND DEVICES FOR		
EPO	FALLOPIAN TUBE DIAGNOSTICS	14745577.8	Feb-03-2014
	METHODS AND DEVICES FOR		
Israel	FALLOPIAN TUBE DIAGNOSTICS	240305	Feb-03-2014
**************************************	METHODS AND DEVICES FOR		~
Japan	FALLOPIAN TUBE DIAGNOSTICS	100113376	Feb-03-2014
**************************************	METHODS AND DEVICES FOR		D 1 62 2014
Korea	FALLOPIAN TUBE DIAGNOSTICS	10-2015-7023862	Feb-03-2014
	METHODS AND DEVICES FOR		T 1 00 0014
Mexico	FALLOPIAN TUBE DIAGNOSTICS	MX/a/2015/009956	Feb-03-2014
	METHODS AND DEVICES FOR		** 1 00 0014
Russia	FALLOPIAN TUBE DIAGNOSTICS	2015136529	Feb-03-2014
Saudi	METHOD AND DEVICES FOR		x 100 5015
Arabia	FALLOPIAN TUBE DIAGNOSTICS	515360837	Jul-30-2015
	METHODS AND DEVICES FOR		d 01 0015
India	FALLOPIAN TUBE DIAGNOSTICS	7823/DELNP/2015	Sep-01-2015
	METHODS AND DEVICES FOR		T. 1. 07. 0017
US	FALLOPIAN TUBE DIAGNOSTICS	15/053,568	Feb-25-2016
	METHODS AND DEVICES FOR	account of the second of the s	D 1 07 0017
PCT	FALLOPIAN TUBE DIAGNOSTICS	PCT/US2017/01970 0	Feb-27-2017
US	DEVICES FOR FALLOPIAN TUBE		
	DIAGNOSTICS	62/546,791	Aug-17-2017
	PROCESS FOR CELL COLLECTION AND		
US	PREPARATION	62/578,127	Oct-27-2017

PATENT REEL: 05222 FRAME: 0036

US	PROCESS FOR CELL COLLECTION AND PREPARATION	62/608027	Dec-20-2017
MARKET	DEVICES FOR DELIVERING SUBSTANCES INTO A FALLOPIAN TUBE	62/578,168	Oct-27-2017
US	DEVICES FOR DELIVERING	62/599,555	Dec-15-2017
US US	SUBSTANCES INTO A FALLOPIAN TUBE SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY	9173571	Jul-15-2013
PCT	LUMEN SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY	PCT/US2012/02261	Jan-25-2012
Australia	LUMEN SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	2012209090	Jul-24-2013
Australia	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	2016203598	Jun-07-2016
Brazil	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	BR1120130187492	Jul-23-2013
Canada	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	2824524	Jul-23-2013
China	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	201280006233 .1 103327878	Jul-23-2013
ЕРО	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	EP 12739237.1	Aug-23-2013
Korea	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	10-1558719 Pat. No. 10-1558719	Aug-23-2013
Israel	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	227527	Jul-18-2013
India	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	6981/DELNP/2013	Aug-06-2013
Japan	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	2013-550675	Jul-23-2013
Mexico	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	MX/a/2013/008660	Jul-25-2013
Russia	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	2013138710 Pat. No. 2622366	Aug-21-2013

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US	SYSTEMS AND METHODS FOR MAINTAINING A NARROW BODY LUMEN	14/929,989	Nov-02-2015
US	APPARATUS AND PROCESSES FOR OPERATING ON A NARROW BODY LUMEN	15/605,407	May-25-2017
PCT	APPARATUS AND PROCESSES FOR OPERATING ON A NARROW BODY LUMEN	US2017034513	May-26-2017
US	UTEROTUBAL IRRIGATION TECHNIQUE AND DEVICE	15/127,701	Mar-20-2015
PCT	UTEROTUBAL IRRIGATION TECHNIQUE AND DEVICE	PCT/US2015/02185 8	Mar-20-2015
Canada	UTEROTUBAL IRRIGATION TECHNIQUE AND DEVICE	CA2943351	Mar-20-2015
USA	DEVICE AND PROCESS TO CONFIRM OCCLUSION OF THE FALLOPIAN TUBE	14/357,875	Nov-13-2012
PCT	REVERSIBLE HYSTEROSCOPIC STERILIZATION	US2017030322	April-30-2017

PATENT

RECORDED: 04/27/2029

3