

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6331769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TRANSAORTIC MEDICAL, INC.	08/10/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MEDTRONIC, INC.	
<b>Street Address:</b>	710 MEDTRONIC PARKWAY	
<b>City:</b>	MINNEAPOLIS	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55432	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16991181
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(408)638-0326	
<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>		
<b>Phone:</b>	4083311670	
<b>Email:</b>	rlong@innovationcounsel.com	
<b>Correspondent Name:</b>	INNOVATION COUNSEL LLP	
<b>Address Line 1:</b>	2890 ZANKER ROAD SUITE 200	
<b>Address Line 2:</b>	SUITE 200	
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95134	
<b>ATTORNEY DOCKET NUMBER:</b>	A0000873US03CON	
<b>NAME OF SUBMITTER:</b>	SERGE J. HODGSON	
<b>SIGNATURE:</b>	/Serge J. Hodgson/	
<b>DATE SIGNED:</b>	10/01/2020	
<b>Total Attachments: 7</b>		
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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

August 10, 2018

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of the date hereof by and between Medtronic, Inc., a Minnesota corporation (the “Purchaser”), and TransAortic Medical, Inc., a Delaware corporation (the “Seller”). The Purchaser and the Seller are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as the date hereof. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

## RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Seller desires to effectuate the sale, assignment, conveyance, transfer, and delivery to Purchaser all Seller Intellectual Property and all tangible and electronic embodiments of such Seller Intellectual Property, and all rights to institute or maintain any proceeding or other action to protect such Seller Intellectual Property or recover damages for any past or present infringement thereof, and all goodwill associated therewith, including the Seller Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and the Purchaser desires to accept such transfer and assignment of the IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Seller hereby irrevocably sells, conveys, assigns, transfers, and delivers to the Purchaser and its successors and assigns forever, without any restrictions, limitations, or reservations, all of the Seller’s right, title, and interest in and to the IP Rights, as fully and entirely as the same would have been held and enjoyed by the Seller had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that the Seller has or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and the Purchaser does hereby accept assignment of the IP Rights from the Seller.

2. Domain Name and Social Networking Transfers. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the “Transfer Procedures”). If any further documents or agreements are required to be executed by the parties to carry out the Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties

agree to cooperate fully with each other and to promptly take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this IP Assignment, including the Seller directing any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to the Purchaser. In the event that it is not possible to transfer ownership of certain social networking identifiers, then the parties will work together to accomplish an informal, unofficial transfer, such as the Seller providing the Purchaser with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then the Seller shall take all reasonable necessary steps as requested by the Purchaser to delete the social networking identifier(s) at issue. In the event that the Seller is unable to delete any of the social networking identifiers requested by the Purchaser, the Seller agrees to permanently cease the use of such social networking identifiers, and the Seller agrees that it will not, at any time, except upon the express prior written consent of the Purchaser, access any social media or other system using such social networking identifiers or otherwise make use of such social networking identifiers.

3. Terms of IP Assignment. The Seller and the Purchaser hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Sellers with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world, and the Purchaser shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the IP Rights.

5. Further Assurances. The Seller covenant and agree, at its own expense, to execute and to deliver, at the request of the Purchaser, such further instruments of transfer and assignment and to take such other action as the Purchaser may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as the Purchaser may reasonably request of the Seller from time to time, to perfect or record the right or title of the Purchaser to the IP Rights transferred hereby.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

7. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of the Purchaser, the Seller, and each of their respective successors and permitted assigns.

8. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this IP Assignment.

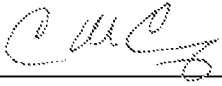
9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this IP Assignment as of the date and year first above written.

**THE PURCHASER:**

**MEDTRONIC, INC.**



\_\_\_\_\_  
Chris Cleary  
Vice President Corporate Development

**THE SELLER:**

**TRANSAORTIC MEDICAL, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page to IP Assignment]*

**PATENT**  
**REEL: 053953 FRAME: 0327**

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this IP Assignment as of the date and year first above written.

**THE PURCHASER:**

**MEDTRONIC, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE SELLER:**

**TRANSAORTIC MEDICAL, INC.**

DocuSigned by:

*Richard Ginn*

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By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature Page to IP Assignment]*

**PATENT**  
**REEL: 053953 FRAME: 0328**

## **Exhibit A**

### **Provisional Applications**

61/558357, filed Nov. 10, 2011 61/558397,  
filed Nov. 10, 2011 61/717575, filed Oct. 23,  
2012 61/822204, filed May 10, 2013  
61/824471, filed May 13, 2013

### **United States Patents and Patent Applications**

13/673,898, filed Nov. 9, 2012, pending.  
13/673,911, filed Nov. 9, 2012, Patent No. 9,370,438  
14/274,563, filed May 9, 2014, Patent No. 9,545,298  
14/276,952, filed May 13, 2014, pending  
14/934,767, filed Nov. 6, 2015 (continuation of 14/276,952), pending  
15/228,380, filed August 4, 2016, (continuation of SN 13/673,898), pending.  
15/232,818, filed Aug. 9, 2016 (continuation of 14/274,563), pending

### **Foreign Patents and Applications**

#### **Based on 13/673,898 & 13/673,911 & PCTIUS12/064540**

Japan 2017-5031, pending  
Europe 12847961.1, pending  
Canada 2,885,387, pending  
Australia, 2012335016, Patent granted  
Israel 232252, pending

#### **Based on 14/274,563 & PCT/US14/037580**

Japan 2016-513132, pending  
Europe 14795504.1, pending  
Canada 2,912,062, pending  
Australia 2014262488, pending  
Israel 242500, pending

#### **Based on 14/276,952 & PCT/US14/037924**

Japan 2014-541354, abandoned  
Japan 2016-514050, pending, division of 2014-541354  
Japan 2017-5031, pending, division of 2014-541354  
Europe 14797200.4, pending  
Canada 2,912,204, pending  
Australia 2014 265514, pending  
Israel 242506, pending



