

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6344524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MITRALIGN, INC.	03/07/2019
RECEIVING PARTY DATA	
Name:	EDWARDS LIFESCIENCES CORPORATION
Street Address:	ONE EDWARDS WAY
Internal Address:	LEGAL DEPARTMENT
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16921886
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>	
Phone:	9492500806
Email:	maria_castillo3@edwards.com
Correspondent Name:	EDWARDS LIFESCIENCES CORPORATION
Address Line 1:	ONE EDWARDS WAY
Address Line 2:	LEGAL DEPARTMENT
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	10065US02
NAME OF SUBMITTER:	MARIA CASTILLO
SIGNATURE:	/Maria Castillo/
DATE SIGNED:	10/11/2020
Total Attachments: 8	
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PATENT

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement") is dated as of March 7, 2019 ("Effective Date"), and is made by and between Mitralign, Inc., a Delaware corporation with an address at 3 Highwood Drive, Tewksbury, Massachusetts, 01876 ("Assignor"), and Edwards Lifesciences Corporation, a Delaware corporation with an address at One Edwards Way, Irvine, California, 92614 ("Assignee").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of March 7, 2019 (the "Purchase Agreement"), Assignor has agreed to sell, convey, assign and transfer to Assignee, at the Closing, certain assets, including the Patents (as such term is defined in the Purchase Agreement) listed on Schedule A hereto (the "Assigned Patents"); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor's respective right, title and interest in, to and under the Assigned Patents, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 8.3 of the Purchase Agreement. In the event of any conflict between the terms and conditions of the Purchase Agreement and those of this Agreement, the terms and conditions of the Purchase Agreement shall govern.

2. Assignment of Rights in Assigned Patents. Effective upon the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's respective right, title and interest in, to and under (a) the Assigned Patents, (b) all applications and registrations for the Assigned Patents, together with all non-provisionals, reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations with respect thereto, and any other applications and patents claiming priority thereto and (c) any and all rights, benefits, privileges and proceeds under the Assigned Patents throughout the world, including (i) any claim by Assignor against third parties for past, present or future infringement of the Assigned Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment not been made, (ii) the exclusive right to apply for, maintain and claim priority from all registrations, renewals or extensions thereof, (iii) the exclusive right to grant licenses or other interests therein, (iv) the right to claim priority in all countries in accordance with international law, (v) the right to collect royalties and proceeds in connection with any of the foregoing and (vi) the right to apply for, prosecute, and seek patents throughout the world in respect of any inventions to the extent fully supported by the Assigned Patents.

3. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Assigned Patents, including any continuations, divisions, continuations-in part, registrations, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Assistance. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Assignor will, upon reasonable request, without further or additional consideration, but at the sole cost and expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale and other documents and do such further acts, assignments, transfers and other things, in each case, as reasonably necessary to transfer to Assignee the Assigned Patents, to vest and confirm in Assignee the legal title to the Assigned Patents, and to perfect Assignee's enjoyment of this grant. At Assignee's expense, Assignor will render all reasonably requested assistance in making application for or obtaining original patents or applications, continuations, divisions, continuations-in-part, registrations, reissues, reexaminations or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Patents, and in enforcing any rights or choses in action accruing in connection with such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Assignor and Assignee.

5. Miscellaneous. This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), each of which shall be an original, but all of such counterparts together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed in all respects, including validity, interpretation, construction, performance and effect, by the internal laws of the State of Delaware, without regard to its conflict of laws principles that would result in the application of the law of any other state or jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment Agreement as of the date first set forth above.

ASSIGNOR:

MITRALIGN, INC.

DocuSigned by:
By: Richard Geoffrion
Name: Richard Geoffrion
Title: President and CEO

ASSIGNEE:

EDWARDS LIFESCIENCES CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment Agreement as of the date first set forth above.

ASSIGNOR:

MITRALIGN, INC.

By: _____

Name:

Title:

ASSIGNEE:

EDWARDS LIFESCIENCES CORPORATION

By:  _____
B0C1852B2E9045F...

Name: Don Bobo

Title: CVP, Strategy & Corporate Development

Schedule A

Assigned Patents

Table 1. Mitralign US Patents

Patent No.	Title
6,619,291	Method And Apparatus For Catheter-Based Annuloplasty
6,718,985	Method And Apparatus For Catheter-Based Annuloplasty
7,166,127	Tissue Fastening Systems And Methods Utilizing Magnetic Guidance
7,431,726	Tissue Fastening Systems And Methods Utilizing Magnetic Guidance
8,142,493	Tissue Fastening Systems And Methods Utilizing Magnetic Guidance
8,202,315	Catheter-Based Annuloplasty Using Ventricularly Positioned Catheter
8,382,829	Method To Reduce Mitral Regurgitation By Cinching The Commissure Of The Mitral Valve
8,460,371	Method And Apparatus For Performing Catheter-Based Annuloplasty Using Local Plications
8,728,097	Tissue Plication Devices And Methods For Their Use
8,845,723	Systems And Methods For Introducing Elements Into Tissue
8,864,822	Devices and Methods for Introducing Elements into Tissue
8,911,461	Tissue Anchors, Systems and Methods, And Devices
8,945,211	Tissue Plication Device And Method Of Its Use
8,951,285	Tissue Anchor, Anchoring System and Methods of Using the Same
8,951,286	Tissue Anchor, Anchoring System and Methods of Using the Same
8,968,335	Hand Operated Device for Controlled Deployment of a Tissue Anchor and Method of Using the Same
8,979,923	Method And Apparatus For Performing Catheter-Based Annuloplasty Using Local Plications
9,050,187	Tissue Plication Devices And Methods For Their Use
9,095,277	Steerable Wire Delivery Catheter With Integrated Echo Visualization
9,131,939	Device Percutaneously Delivering A Cardiac Implant Through the Application of Direct Actuation Forces External to the Body
9,216,018	Plication Lock Delivery System and Method of Use Thereof
9,259,218	Tissue Anchor And Anchoring System
9,358,111	Tissue Anchors, Systems And Methods, And Devices
9,358,112	Catheter-Based Annuloplasty Using Ventricularly Positioned Catheter
9,370,424	Method To Reduce Mitral Regurgitation By Cinching The Commissure Of The Mitral Valve
9,603,709	Method To Reduce Mitral Regurgitation By Cinching The Commissure Of The Mitral Valve
9,724,084	Devices and Methods for Percutaneous Tricuspid Valve Repair
9,724,195	Translation Catheters, Systems, and Methods of Use Thereof
9,750,493	Hand Operated Device for Controlled Deployment of a Tissue Anchor and Method of Using the Same
9,750,608	Systems and Methods for Introducing Elements into Tissue
9,814,454	Tissue Anchor and Anchoring System
9,937,044	Percutaneous Valve Repair by Reshaping and Resizing Right Ventricle
9,999,507	Percutaneous Valve Repair by Reshaping and Resizing Right Ventricle
10,010,315	Tissue Anchors and Percutaneous Tricuspid Valve Repair Using a Tissue Anchor
10,028,833	Tissue Fastening Systems and Methods Utilizing Magnetic Guidance
10,070,857	Devices and Methods for Locating and Implanting Tissue Anchors at Mitral Valve Commissure
10,130,356	Devices and Methods For Percutaneous Tricuspid Valve Repair

Table 2. Mitralign Allowed US Patent Applications

Publication No.	Title
US 2016-0128689	Plication Lock Delivery System and Method Of Use Thereof

Table 3. Mitralign Published US Patent Applications

Publication No.	Title
US 2014-0188108	Energy Assisted Tissue Piercing Device and Method of Use Thereof
US 2017-0189034	System And Method For Reshaping Right Heart
US 2017-0189171	System And Method For Reducing Tricuspid Regurgitation
US 2017-0245850	Method to Reduce Mitral Regurgitation by Cinching the Commissure of the Mitral Valve
US 2017-0340329	Method and System for Closing Left Atrial Appendage
US 2018-0125659	Translation Catheters, Systems, and Methods of Use Thereof
US 2018-0028171	TISSUE ANCHOR AND ANCHORING SYSTEM

Table 4. Mitralign Unpublished US Patent Applications

Application No.	Title
16/268,592	Tissue Anchors, Systems And Methods, And Devices
16/249,470	Devices For Treating Paravalvular Leakage And Methods Use Thereof
16/123,759	Devices and Methods for Locating and Implanting Tissue Anchors at Mitral Valve Commissure
15/991,436	Tissue Anchors and Percutaneous Tricuspid Valve Repair Using a Tissue Anchor
15/956,395	Catheter System with Linear Actuation Control Mechanism
16/184,615	Devices and Methods for Percutaneous Tricuspid Valve Repair

Table 5. Mitralign Provisional US Patent Applications

Application No.	Title
	None at this time

Table 6. Mitralign Foreign Patents

Country	Patent No.	Title
Canada	2,614,228	Tissue Anchor, Anchoring System and Methods of Using the Same
France	EP 2465568	Steerable Guide Catheter Having Preformed Curved Shape
France	EP 2979647	Tissue Anchor, Anchoring System and Methods of Using the Same
France	EP1898802	Tissue Anchor, Anchoring System and Methods of Using the Same
France	EP 2900150	Plication Lock Delivery System and Method of Use Thereof
Germany	EP 2465568	Steerable Guide Catheter Having Preformed Curved Shape
Germany	EP 2979647	Tissue Anchor, Anchoring System and Methods of Using the Same
Germany	EP1898802	Tissue Anchor, Anchoring System and Methods of Using the Same
Germany	EP 2900150	Plication Lock Delivery System and Method of Use Thereof
Ireland	EP 2465568	Steerable Guide Catheter Having Preformed Curved Shape
Ireland	EP 2979647	Tissue Anchor, Anchoring System and Methods of Using the Same
Ireland	EP1898802	Tissue Anchor, Anchoring System and Methods of Using the Same
Ireland	EP 2900150	Plication Lock Delivery System and Method of Use Thereof
Italy	EP 2465568	Steerable Guide Catheter Having Preformed Curved Shape
Italy	EP 2979647	Tissue Anchor, Anchoring System and Methods of Using the Same
Italy	EP1898802	Tissue Anchor, Anchoring System and Methods of Using The Same
Japan	4282993	Method And Apparatus For Catheter-Based Annuloplasty
Japan	4282994	Method And Apparatus For Catheter-Based Annuloplasty
United Kingdom	EP 2465568	Steerable Guide Catheter Having Preformed Curved Shape
United Kingdom	EP 2979647	Tissue Anchor, Anchoring System and Methods of Using the Same
United Kingdom	EP 1898802	Tissue Anchor, Anchoring System and Methods of Using the Same
United Kingdom	EP 2900150	Plication Lock Delivery System and Method of Use Thereof
Europe	EP 2961331	Tissue Anchor and Anchoring System

Table 7. Mitralign Published Foreign Patent Application

Country	Publication No.	Title
Canada	CA 2885354	Plication Lock Delivery System and Method of Use Thereof
Canada	CA 2902169	Percutaneous Valve Repair By Reshaping and Resizing Right Ventricle
Canada	CA 2979817	Tissue Anchors and Percutaneous Tricuspid Valve Repair Using a Tissue Anchor
Europe	EP 2446831	System and Method for Securing Tissue
Europe	EP 2961351 ¹	Devices and Methods for Percutaneous Tricuspid Valve Repair
Europe	EP 2968847	Translational Catheters, Systems, and Methods of Use Thereof
Europe	EP 3270794	Tissue Anchors and Percutaneous Tricuspid Valve Repair Using a Tissue Anchor
Europe	EP 3397207	System and Method for Reducing Tricuspid Regurgitation

Table 8. Mitralign Unpublished Pending Foreign Patent Applications

Country	Application No.	Title
		None at this time

Table 9. Mitralign Published PCT Patent Application

Publication No.	Title
	None at this time

¹ Allowed