PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6546595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NXTHERA, INC.	04/27/2018

RECEIVING PARTY DATA

Name:	Boston Scientific Scimed, Inc.
Street Address:	One Scimed Place
City:	Maple Grove
State/Country:	MINNESOTA
Postal Code:	55311-1566

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16510022

CORRESPONDENCE DATA

Fax Number: (202)450-5538

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.

Phone: 2028083550
Email: dlawson@bomcip.com
Correspondent Name: BOOKOFF MCANDREWS, PLLC
Address Line 1: 2020 K ST NW
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ATTORNEY DOCKET NUMBER:	12100-0002-03000
NAME OF SUBMITTER:	JESSICA F. WINCHESTER
SIGNATURE:	/Jessica F. Winchester/
DATE SIGNED:	02/11/2021

Total Attachments: 13
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of April 27, 2018, by NxThera, Inc., 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 "Intellectual Property Rights" 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

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 "NxThera Intellectual Property" 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 "Licensed-In Intellectual Property" 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 Assignment. Assignor hereby assigns, transfers and conveys absolutely unto Assignee:

(a) all its right, title and interest in the NxThera 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 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

Section 3.2 Binding Effect. 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.

NxThera, Inc.

By _____
Mark R. Slicer
Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

By _____
Vance R. Brown
Vice President and Secretary

Schedule A

NxThera Patents and Patent Applications

Jurisdiction	Title	Application No.	App. Date	Publication No.	Patent No.	Grant Date
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	12/614,218	November 6, 2009	US-2010-0145325- A1	8,251,985	August 28, 2012
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	12/614,238	November 6, 2009	US-2010-0145254- A1	8,419,723	April 16, 2013
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF BPH	12/614,226	November 6, 2009	US-2010-0145326- A1	8,372,065	February 12, 2013
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	13/595,914	August 27, 2012	US-2012-0323167- A1	9,526,555	December 27, 2016
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	13/861,109	April 11, 2013	US-2013-0226164- A1	8,585,692	November 19, 2013
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF BPH	14/453,254	August 6, 2014	US-2015-0025516- A1	9,345,507	May 24, 2016
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	15/353,474	November 16, 2016	US-2017-0056089-A1		
United States of America	SYSTEMS AND METHODS FOR TREATMENT BPH	13/764,645	February 11, 2013	US-2013-0158534-A1	8,801,702	August 12, 2014

Australia	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	2009313391	November 6, 2009		2009313391	December 15, 2015
Australia	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	2015264854	November 6, 2009			
Brazil	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	PI0921422-4	November 6, 2009			
Canada	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	2742522	November 6, 2009			
China	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	200980153712.4	November 6, 2009	CN 102271605A	ZL 2009 8 0153712.4	December 2, 2015
China	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	201510752133.9	November 6, 2009	CN 105434039 A		
European Patent Office	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	09825489.9	November 6, 2009	2352453		
European Patent Office	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	09825493.1	November 6, 2009	2352452		
European Patent Office	SYSTEMS AND METHODS FOR TREATMENT OF BPH	09825506.0	November 6, 2009	2352447		
European Patent Office	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE		November 6, 2009			

Hong Kong	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	12101339.4	November 6, 2009	1161061		
Hong Kong	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	12101338.5	November 6, 2009	1161060		
Hong Kong	SYSTEMS AND METHODS FOR TREATMENT OF BPH	12101346.5	November 6, 2009			
India	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	1855/KOLNP/2011	November 6, 2009			
India	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	1838/KOLNP/2011	November 6, 2009	1838-KOLNP/2011		
India	SYSTEMS AND METHODS FOR TREATMENT OF BPH	1839/KOLNP/2011	November 6, 2009	1839/KOLNP/2011		
Japan	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	2015-000361	November 6, 2009	2015-077463		
New Zealand	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	592912	November 6, 2009	592912	592912	December 3, 2013
United States of America	SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE	12/687,722	January 14, 2010	US-2010-0179528- A1	8,388,611	March 5, 2013
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	12/768,544	April 27, 2010	US-2010-0286679- A1	9,833,277	December 5, 2017

United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	12/843,581	July 26, 2010	US-2010-0292767- A1		
United States of America	SYSTEMS AND METHODS FOR MALE STERILIZATIO N	12/436,703	May 6, 2009	US-2009-0277457- A1	8,272,383	September 25, 2012
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	13/072,573	March 25, 2011	US-2011-0238144- A1	8,632,530	January 21, 2014
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	13/352,198	January 17, 2012	US-2012-0116376- A1	8,273,079	September 25, 2012
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	14/106,388	December 13, 2013	US-2014-0107637- A1	9,198,708	December 1, 2015
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	14/954,540	November 30, 2015	US-2016-0081736- A1		
Australia	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	2011230568	March 25, 2011		2011230568	June 2, 2016
Australia	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	2017204568	March 25, 2011			

Brazil	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	BR 11 2012 022132 9	March 25, 2011			
Canada	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	2791494	March 25, 2011			
China	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	201180015914.X	March 25, 2011	CN 102821710A	ZL201180015914.X	June 22, 2016
China	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	201610366069.5	March 25, 2011	CN 105832403A		
European Patent Office	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	11760308.4	March 25, 2011	2549963		
Hong Kong	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	13108077.4	March 25, 2011	1180935		
India	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	2419/KOLNP/2012	March 25, 2011			
Japan	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	2013-501516	March 25, 2011	2013-523220		

Japan	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	2016-213028	March 25, 2011	2017-038954	6250127	December 1, 2017
New Zealand	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	602609	March 25, 2011		602609	March 25, 2015
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	15/900,295	February 20, 2018			
Austria	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	E-941210	November 1, 2017
Belgium	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Switzerland	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
China	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	201280055441.0	September 13, 2012	CN 103917200A	ZL201280055441.0	March 30, 2016
China	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	201610141378.2	September 13, 2012	CN 105816237 A		
Czech Republic	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Germany	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	602012039335.1	November 1, 2017

Denmark	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
European Patent Office	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
European Patent Office	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	17196756.5	September 13, 2012			
Spain	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Finland	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
France	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
United Kingdom	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Greece	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Hong Kong	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	14109171.6	September 13, 2012	1196059		
Ireland	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Iceland	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017

Italy	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	502018000002565	November 1, 2017
Luxembourg	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Netherlands	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Norway	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Poland	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Portugal	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Sweden	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
Slovakia	SYSTEMS FOR PROSTATE TREATMENT	12832667.5	September 13, 2012	2755614	2755614	November 1, 2017
United States of America	SYSTEMS AND METHODS FOR PROSTATE TREATMENT	14/241,977	September 13, 2012	US-2014-0288543- A1	9,895,185	February 20, 2018
European Patent Office	INDUCTION COIL VAPOR GENERATOR	13771921.7	April 3, 2013	2833815		
Hong Kong	INDUCTION COIL VAPOR GENERATOR	15107786.6	April 3, 2013	1206961		
United States of America	INDUCTION COIL VAPOR GENERATOR	14/384,774	April 3, 2013	US-2015-0025515- A1		

Australia	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	2014236335	March 14, 2014			
Brazil	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	BR 11 2015 022358 3	March 14, 2014			
Canada	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	2905508	March 14, 2014			
Hong Kong	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	16105387.2	March 14, 2014	2967503		
India	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	3177/KOLNP/2015	March 14, 2014			
Japan	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	2016-502956	March 14, 2014	2016-513563		
New Zealand	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	712154	March 14, 2014			

United States of America	SYSTEMS AND METHODS FOR TREATING PROSTATE CANCER	14/773,853	March 14, 2014	US-2016-0015445- A1		
United States of America	SYSTEMS AND METHODS FOR TREATING THE PROSTATE	14/566,448	December 10, 2014	US-2015-0157384- A1		
Australia	VAPOR ABLATION SYSTEMS AND METHODS	2014362361	December 10, 2014			
Brazil	VAPOR ABLATION SYSTEMS AND METHODS	BR 11 2016 013170 3	December 10, 2014			
Canada	VAPOR ABLATION SYSTEMS AND METHODS	2930892	December 10, 2014			
China	VAPOR ABLATION SYSTEMS AND METHODS	201480067407.4	December 10, 2014	CN 105813591A		
European Patent Office	VAPOR ABLATION SYSTEMS AND METHODS	14870078.4	December 10, 2014	3079617		
Hong Kong	VAPOR ABLATION SYSTEMS AND METHODS	17102364.5	December 10, 2014	1228710		
India	VAPOR ABLATION SYSTEMS AND METHODS	201637016814	December 10, 2014			