

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6644669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CRYTERION MEDICAL, INC.	07/05/2018
RECEIVING PARTY DATA	
Name:	BOSTON SCIENTIFIC SCIMED, INC.
Street Address:	ONE SCIMED PLACE
City:	MAPLE GROVE
State/Country:	MINNESOTA
Postal Code:	55311
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16373146
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	432469.005143
NAME OF SUBMITTER:	KELSEY DEHNE
SIGNATURE:	/kelseydehne/
DATE SIGNED:	04/07/2021
Total Attachments: 7	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of July 5, 2018, by Cryterion Medical, 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 "Cryterion 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 Cryterion 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.

Cryterion Medical, Inc.

By 

Mark R. Slicer

Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

By 

Vanece R. Brown

Vice-President and Secretary

Schedule A

Criterion Patents and Patent Applications

Country	Title	Application No.	Filing Date
US	CRYOGENIC BALLOON CATHETER ASSEMBLY WITH SENSOR ASSEMBLY	62/452,973	1/31/2017
PCT	CRYOGENIC BALLOON CATHETER SYSTEM WITH SENSOR ASSEMBLY	PCT/US18/16026	1/30/2018
US	SYSTEM AND METHOD FOR LIMITING DIFFERENTIAL PRESSURE ACROSS PROPORTIONAL VALVE DURING CRYOABLATION PROCEDURES	62/460,687	2/17/2017
PCT	SYSTEM AND METHOD FOR LIMITING DIFFERENTIAL FLUID PRESSURE ACROSS PROPORTIONAL VALVE DURING CRYOABLATION PROCEDURES	PCT/US18/18017	2/13/2018
US	REDUCED PRESSURE MEDICAL COOLING FLUID REFILLING ASSEMBLY AND METHOD	62/470,636	3/13/2017
PCT	FLUID CONTAINER REFILLING SYSTEM	PCT/US18/21821	3/9/2018
US	FLUID CONTAINER REPLACEMENT SYSTEM AND METHOD	62/474,403	3/21/2017
PCT	FLUID CONTAINER MEASUREMENT AND REPLACEMENT SYSTEM	PCT/US18/21090	3/6/2018
	Pulmonary Vein and Atrium Pressure Monitoring Using Pressure Sensors that Reside in a Catheter Handle		
US	CRYOGENIC BALLOON PRESSURE SENSOR ASSEMBLY	62/479,798	3/31/2017
PCT	CRYOGENIC BALLOON PRESSURE SENSOR ASSEMBLY	PCT/US18/20371	3/1/2018
US	ACTIVELY CONTROLLED VALVE FOR CRYOGENIC BALLOON CATHETER ASSEMBLY	62/484,324	4/11/2017
PCT	PRESSURE CONTROL ASSEMBLY FOR CRYOGENIC BALLOON CATHETER SYSTEM	PCT/US2018/24750	3/28/2018
US	SYSTEM AND METHOD FOR MONITORING PHRENIC NERVE PACING	62/517,943	6/11/2017
PCT	PHRENIC NERVE STIMULATOR, AND SYSTEM AND METHOD FOR MONITORING PHRENIC NERVE STIMULATION	PCT/US2018/025878	4/3/2018
US	PROLAPSIBLE MINIATURE CIRCULAR MAPPING CATHETER	62/501,971	5/5/2017

PCT	COREWIRE FOR MAPPING CATHETER FOR INTRAVASCULAR CATHETER SYSTEM	PCT/US2018/030802	5/3/2018
US	FLUID MEASUREMENT SYSTEM AND METHOD	62/509,974	5/23/2017
US	SYSTEM AND METHOD FOR DETECTING PRESSURE CHANGES IN A PRESSURIZED CATHETER	62/489,667	4/25/2017
US	STEERING ASSEMBLY INCLUDING STEERING RING FOR NAVIGATION OF CATHETER	62/503,908	5/9/2017
US	STEERING ASSEMBLY INCLUDING STEERING RING FOR NAVIGATION OF CATHETER	15/926,938	3/20/2018
US	EXTRACORPOREAL PHRENIC NERVE STIMULATOR	62/507,072	5/16/2017
US	EXTRACORPOREAL PHRENIC NERVE STIMULATOR	62/515,987	6/6/2017
US	LOW PROFILE DOUBLE BALLOON CATHETER	62/510,047	5/23/2017
PCT	CRYOBALLOON FOR INTRAVASCULAR CATHETER SYSTEM	PCT/US18/032580	5/14/2018
US	CRYOGENIC BALLOON CONTACT ASSESSMENT ASSEMBLY	62/511,242	5/25/2017
PCT	CONTACT ASSESSMENT ASSEMBLY FOR INTRAVASCULAR CATHETER SYSTEM	PCT/US18/033033	5/16/2018
US	CRYOBALLOON DEFLATION ASSEMBLY AND METHOD	62/512,364	5/30/2017
US	REFRIGERANT PATH CONTAMINATION INHIBITOR SYSTEM FOR CRYOGENIC BALLOON CATHETER ASSEMBLY	62/523,650	6/22/2017
PCT	FLUID INJECTION LINE CONTAMINATION INHIBITOR FOR INTRAVASCULAR CATHETER SYSTEM	PCT/US18/032512	5/14/2018
US	GRAPHICAL DISPLAY FOR CRYOGENIC BALLOON CATHETER SYSTEM	62/527,277	6/30/2017
PCT	GRAPHICAL DISPLAY FOR INTRAVASCULAR CATHETER SYSTEM	PCT/US2018/037663	6/14/2018
US	COREWIRE ASSEMBLY FOR INTRAVASCULAR CATHETER SYSTEM	62/533,875	7/18/2017
US	METHOD FOR MANUFACTURING CRYOGENIC BALLOON FOR A CRYOGENIC BALLOON CATHETER ASSEMBLY	62/537,151	7/26/2017
US	CRYOBALLOON HAVING GREATER SIZE ADJUSTABILITY AT LOWER OPERATING PRESSURES	62/555,200	9/7/2017

US	PRESSURE INHIBITOR FOR A CRYOGENIC BALLOON CATHETER SYSTEM	62/537,898	7/27/2017
US	DEVICE AND METHOD FOR MANUALLY DEFLATING A CRYOBALLOON	62/545,348	8/14/2017
PCT	CRYOBALLOON DEFLATION ASSEMBLY AND METHOD	PCT/US18/032355	5/11/2018
US	DEVICE AND METHOD FOR MAINTAINING PRESSURE WITHIN A CRYOBALLOON DURING THAWING	62/548,072	8/21/2017
PCT	METHOD FOR CONTROLLING PRESSURE WITHIN INFLATABLE BALLON OF INTRAVASCULAR CATHETER SYSTEM	PCT/US18/039511	6/26/2018
US	CATHETER STEERING DEVICE FOR INTRAVASCULAR CATHETER SYSTEM	62/541,586	8/4/2017
US	CATHETER STEERING ASSEMBLY FOR AN INTRAVASCULAR CATHETER SYSTEM	62/560,464	9/19/2017
US	SYSTEM AND METHOD FOR CONTROLLING CRYOBALLOON TEMPERATURE DURING A CRYOABLATION PROCEDURE	62/551,507	8/29/2017
US	CATHETER STEERING ASSEMBLY FOR AN INTRAVASCULAR CATHETER SYSTEM	62/560,469	9/19/2017
US	FLUID DETECTION ASSEMBLY FOR A MEDICAL DEVICE	62/573,030	10/16/2017
US	BALLOON CATHETER STEERING ASSEMBLY FOR A CRYOGENIC BALLOON CATHETER SYSTEM	62/580,097	11/1/2017
US	TIMING SYSTEM FOR USE WITH ABLATION PROCEDURE	62/586,080	11/14/2017
US	OPERATOR PREFERENCE STORAGE SYSTEM AND METHOD	62/585,443	11/13/2017
US	COMPENSATION ASSEMBLY FOR FLUID INJECTION LINE OF CRYOGENIC BALLOON CATHETER SYSTEM	62/607,863	12/19/2017
US	CRYOGENIC FLUID INJECTION LINE COMPENSATION ASSEMBLY	62/593,164	11/30/2017
US	CRYOGENIC FLUID INJECTION LINE COMPENSATION ASSEMBLY	62/615,362	1/9/2018
US	CRYOGENIC FLUID INJECTION LINE COMPENSATION ASSEMBLY	62/617,979	1/16/2018
US	TIMING SYSTEM FOR USE WITH ABLATION PROCEDURE	62/607,045	12/18/2017
US	FOOT CONTROL ASSEMBLY AND METHOD	62/608,916	12/21/2017
US	BALLOON -TISSUE CONTACT ASSESSMENT ASSEMBLY FOR BALLOON CATHETER	62/610,656	12/27/2017

US	REMOTE CONTROL ASSEMBLY FOR CATHETER SYSTEM	62/610,336	12/26/2017
US	CRYOGENIC BALLOON CATHETER ASSEMBLY WITH SENSOR ASSEMBLY	62/613,722	1/4/2018
US	VACUUM PUMP ACTIVATION ASSEMBLY FOR CRYOGENIC BALLOON CATHETER SYSTEM	62/625,951	2/2/2018
US	HAND CONTROL ASSEMBLY AND METHOD	62/618,481	1/17/2018
US	BALLOON INFLATION RATE CONTROLLER FOR CRYOGENIC BALLOON CATHETER SYSTEM	62/631,033	2/15/2018
US	RESIDUAL FLUID MEASUREMENT SYSTEM AND METHOD	62/630,707	2/14/2018
US	METHOD FOR INHIBITING AIR BUBBLES ON AN INFLATABLE BALLON OF AN INTRAVASCULAR BALLOON CATHETER SYSTEM	62/658,242	4/16/2018
US	VACUUM PUMP ARRAY FOR CRYOGENIC BALLOON CATHETER SYSTEM	62/638,743	3/5/2018
US	COMPENSATION ASSEMBLY FOR BALLOON CATHETER SYSTEM	62/666,964	5/4/2018
US	CRYOBALLOON PRESSURE CONTROL ASSEMBLY DURING STAGE TRANSITION	62/648,998	3/28/2018
US	VARIABLE-DIAMETER COMPLIANT BALLOON FOR CRYOGENIC BALLOON CATHETER SYSTEM	62/651,146	3/31/2018
US	MAPPING ASSEMBLY FOR CRYOGENIC BALLOON CATHETER SYSTEM	62/651,385	4/2/2018
US	SYSTEM AND METHOD FOR BALLOON DIAMETER HYSTERESIS COMPENSATION	62/666,230	5/3/2018
US	ELECTRODE ARRAY FOR BALLOON CATHETER OF INTRAVASCULAR CATHETER SYSTEM	62/680,816	6/5/2018
US	SYSTEM AND METHOD FOR PRESSURE CONTROL OF INTER-BALLOON SPACE OF DUAL BALLOON CATHETER	62/690,135	6/26/2018