

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6671391

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TERUMO EUROPE N.V.		02/26/2021
RECEIVING PARTY DATA		
Name:	TERUMO MEDICAL CORPORATION	
Street Address:	265 DAVIDSON AVENUE	
City:	SOMERSET	
State/Country:	NEW JERSEY	
Postal Code:	08873	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	7044916	
Patent Number:	6508828	
Patent Number:	6596012	
Patent Number:	6712837	
Patent Number:	6929655	
Patent Number:	6786915	
Patent Number:	8802124	
Patent Number:	7931671	
Patent Number:	9629619	
Patent Number:	8652166	
Patent Number:	9585645	
Patent Number:	10390809	
Patent Number:	9101340	
Patent Number:	8308762	
Patent Number:	6425911	
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:	2149994283	

PATENT

Email: ttran@foley.com
Correspondent Name: TUAN TRAN / FOLEY & LARDNER LLP
Address Line 1: 2021 MCKINNEY AVENUE
Address Line 2: SUITE 1600
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	126630-0104
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NAME OF SUBMITTER:	TUAN TRAN
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SIGNATURE:	/Tuan Tran/
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DATE SIGNED:	04/22/2021
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Total Attachments: 10

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (the "Agreement"), effective as of December 1, 2020 (the "Effective Date"), is by and between Terumo Europe N.V, a Belgian limited liability company (hereinafter referred to as "TE") and Terumo Medical Corporation, a Delaware corporation (hereinafter referred to as "TMC").

WITNESSETH:

WHEREAS, TE has agreed to assign and transfer to TMC and TMC has agreed to acquire and accept from TE the patents set forth on Schedule A (the "Patents") and the trademarks set forth on Schedule B (the "Trademarks") (the Patents and Trademarks are collectively referred to as "Intellectual Property"), effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreements and provisions herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Transfer. TE hereby assigns, transfers and conveys unto TMC, and TMC hereby accepts, TE's whole and entire right, title and interest in and to the Intellectual Property and all inventions claimed therein, for TMC's use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by TE if this assignment and sale had not been made.

2. Consideration, Payment Terms.

2.1 In consideration of the transfer provided in Section 1 hereof, TMC shall pay to TE

2.2 The payments shall be made by means of wire transfer remittance in Euros to the bank account indicated by TE within ninety (90) days from the execution of this Agreement.

3. Further Assurances. TE shall provide TMC, its successors, assigns or other legal representatives, reasonable cooperation and assistance at TMC's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by TMC in connection with (i) perfection of the rights assigned herein, including the preparation,

execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Intellectual Property made herein, and (ii) obtaining any additional protection that TMC may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

4. Representations and Warranty.

4.1 TE warrants and represents that it has the power and authority to enter into this Agreement; that it has the entire right, title and interest in and to the Intellectual Property; and that to the best of its knowledge there are no known outstanding claims or licenses or other encumbrances upon the Intellectual Property.

4.2 TMC warrants and represents that it has the power and authority to enter into this Agreement.

5. Modification. This Agreement shall not be modified except in a writing signed by the representatives of both parties hereto.

6. Governing Law. This Agreement, and any disputes arising hereunder or controversies related hereto, will be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws, of the State of Delaware.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed
as of the Effective Date.

TERUMO EUROPE N.Y.

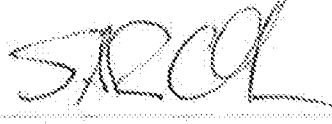
By: 

Name: Norihisa Konosato

Title: CEO & Director

Date: 21 December 2020

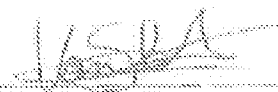
TERUMO MEDICAL CORPORATION

By: 

Name: Steven R Omiecinski

Title: Vice President

Date: 12/1/20

By: 

Name: Sebastian Vanfont

Title: CFO & Director

Date: 21 December 2020

SCHEDULE A

PATENTS

Doc.	Product	In product/Related	Product	Publication/ Patent Number	Title	Publication/ Exam Date	Original Publication Date	Exam Term
1	1.1.1	Amended	Related	US 2008/023525	Medical Closure Device	2010/10/13	2008/03/18	
2	1.1.1	Amended	Related	US 2009/000000	Medical Closure Device	2010/07/29	2008/03/18	
3	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
4	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
5	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
6	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
7	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
8	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
9	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
10	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
11	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
12	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
13	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
14	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
15	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
16	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
17	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
18	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
19	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
20	1.1.1	Amended	On Product	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
21	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
22	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
23	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
24	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
25	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
26	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
27	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green
28	1.1.1	Amended	Related	US 2010/000000	Medical Closure Device	2010/07/29	2008/03/18	Green

SCHEDULE B

TRADEMARKS

FEMOSEAL™

<u>Country</u>	<u>Registration Number</u>
Austria	001224336
Benelux	001224336
Bulgaria	001224336
China	5484889
Republic of Cyprus	001224336
Czech Republic	001224336
Denmark	001224336
Estonia	001224336
European Union	001224336
Finland	001224336
France	001224336
Germany	001224336
Greece	001224336
Hungary	001224336
Ireland	001224336
Italy	001224336
Latvia	001224336
Lithuania	001224336
Malta	001224336
Poland	001224336
Portugal	001224336
Romania	001224336
Slovakia	001224336
Slovenia	001224336
Spain	001224336
Sweden	001224336
United Kingdom	001224336

AMENDMENT TO PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Amendment to Patent and Trademark Assignment Agreement (the "Amendment") effective as of February 26, 2021 (the "Effective Date"), is by and between Terumo Medical Corporation, a Delaware corporation (hereinafter referred to as "TMC") and Terumo Europe N.V., a Belgian limited liability company (hereinafter referred to as "TE").

WITNESSETH:

WHEREAS, Terumo and Customer entered into a certain Patent and Trademark Assignment Agreement dated as of December 1, 2020 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement according to the terms and conditions of this Amendment.

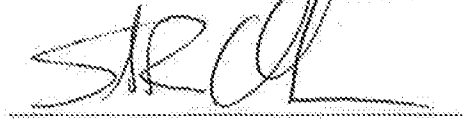
NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Amendment and the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals, Capitalized Terms. The recitals set forth above are true and correct and incorporated herein by this reference. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.
2. Schedule A (Patents). Schedule A (Patents) of the Agreement is hereby deleted in its entirety and replaced with the Schedule A (Patents) set forth in Exhibit 1 attached hereto and incorporated by reference.
3. Principles of Construction. Whenever the terms and conditions of the Agreement and this Amendment conflict, the terms and conditions of this Amendment control. Except as specifically modified by the terms and conditions of this Amendment, all other terms of the Agreement remain in full force and effect.
4. Counterparts; Execution. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Amendment and any future amendments may be executed electronically or by hand, and signed copies may be delivered as hard copies or as electronic copies transmitted by facsimile or electronic mail in Adobe portable document format (.pdf) or similar format. All signatures made by a party and transmitted by such means will be deemed original signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties hereto have executed this Amendment as of the Effective Date.

TERUMO MEDICAL CORPORATION



Name: Steve Omiecinski

Title: VP, Global VED : US & SM

Date: March 3, 2021

TERUMO EUROPE N.V.



Name: Norimasa Konimoto

Title: CEO & Director

Date: 01.03.2021

TERUMO EUROPE N.V.



Name: Sebastian Vanloot

Title: CFO & Director

Date: 01.03.2021

EXHIBIT 1
SCHEDULE A
PATENTS

Jurisdiction	Patent: Asset Name	Application No.	Filing Date	Publication No.	Asset No.	Issue Date of Patent	Title
France	TE-0007FR(EP)	FR20030721236	4/24/2003	EP1501421	FR1501421	9/20/2006	Dissolvable Medical Sealing Device
	TE-0008FR(EP)	FR200200233955	10/25/2002	EP1413255	FR1413255	12/9/2009	Absorbable Surgical Sealing Device
	TE-0009FR(EP)	FR20040100076	1/12/2004	EP1440661	FR1440661	7/15/2009	Closure Device
	TE-0010FR(EP)	FR20040106354	12/7/2004	EP1543781	FR1543781	10/8/2008	Suture Securing Device
	TE-0014FR(EP)	FR20090720559	3/10/2009	EP2173256	FR2173256	1/31/2018	Medical Closure Device
	TE-0015FR(EP)	FR20000850069	4/19/2000	EP1147743	FR1147743	9/7/2005	Intra-Arterial Occluder
	TE-0016FR(EP)	FR20000850184	11/3/2000	EP1169968	FR1169968	1/30/2002	Sealing And Wound Closure Device
	TE-0017FR(EP)	FR20010111086	5/9/2001	EP1269319	FR1269319	8/4/2004	Artery Puncture Sealing Device
	TE-0018FR(EP)	FR20010850081	5/3/2001	EP1254634	FR1254634	7/23/2003	Guiding Tool For Wound Closure Element
	TE-0019FR(EP)	FR20010850106	6/15/2001	EP1266626	FR1266626	1/26/2005	Tamping Mechanism
	TE-0027DE(EP)	DE200300721236	4/24/2003	EP1501421	DE03 08 501.6	9/20/2006	Dissolvable Medical Sealing Device
	TE-0028DE(EP)	DE200200233955	10/25/2002	EP1413255	DE02 34 698.3	1/9/2009	Absorbable Surgical Sealing Device
	TE-0039DE(EP)	DE20040100076	1/12/2004	EP1440661	DE04 0024 021 981.9	7/15/2009	Closure Device
	TE-0010DE(EP)	DE20040106354	12/7/2004	EP1543781	DE04 0024 016 940.4	10/8/2008	Suture Securing Device
	TE-0013DE(EP)	DE20090720559	3/10/2009	EP2173256	DE09 0029 034 484.6	10/28/2015	Insertion Assembly For A Closure Device
United Kingdom	TE-0014DE(EP)	DE20090720559	3/10/2009	EP2173256	DE09 0029 034 484.6	1/31/2018	Medical Closure Device
	TE-0015DE(EP)	DE20000850069	4/19/2000	EP1147743	DE00 22 475.9	9/7/2005	Intra-Arterial Occluder
	TE-0016DE(EP)	DE20000850184	11/3/2000	EP1169968	DE00 08 068.0	1/30/2002	Sealing And Wound Closure Device
	TE-0017DE(EP)	DE20010111086	5/9/2001	EP1269319	DE01 04 667.6	8/4/2004	Artery Puncture Sealing Device
	TE-0018DE(EP)	DE20010850081	5/3/2001	EP1254634	DE01 00 507.4	7/23/2003	Guiding Tool For Wound Closure Element
	TE-0019DE(EP)	DE20010850106	6/15/2001	EP1266626	DE01 08 615.5	1/26/2005	Tamping Mechanism
	TE-0036GB(EP)	GB20090720559	3/10/2009	EP2173256	GB21 73256	10/28/2015	Insertion Assembly For A Closure Device
	TE-0014GB(EP)	GB20090720559	3/10/2009	EP2173256	GB21 73256	1/31/2018	Medical Closure Device
United States of America	TE-0001US	US10704556	11/12/2003	US2004008046A1	US7044916	5/16/2006	Technique To Confirm Correct Positioning Of Arterial Wall Sealing Device
	TE-0002US	US09704726	11/3/2000	US2016005639A1	US6508628	1/21/2003	Sealing Device And Wound Closure Device
	TE-0003US	US09836529	4/18/2001	US2002019648A1	US6596012	7/22/2003	Intra-Arterial Occluder
	TE-0004US	US10136469	5/2/2002	US2002173820A1	US6712837	3/30/2004	Guiding Tool For Wound Closure Element
	TE-0005US	US10170624	6/14/2002	US2003060846A1	US6929655	8/16/2005	Tamping Mechanism
	TE-0006US	US10124725	4/18/2002	US2002198562A1	US6786315	9/7/2004	Reinforced Absorbable Medical Sealing Device
	TE-0007US	US10513688	1/3/2005	US200516974A1	US8021224	8/12/2014	Erodible Vessel Sealing Device Without Chemical Or Biological Degradation
	TE-0013US	US11077361	3/11/2005	US2006206146A1	US7911671	4/25/2017	Medical Sealing Device
	TE-0011US-1	US13076998	3/31/2011	US2011178548A1	US9629619	4/25/2017	Medical Sealing Device
	TE-0012US	US11987563	11/30/2007	US2009143817A1	US8652166	2/18/2014	Insertion Tool For A Medical Closure Device
	TE-0012US-1	US14154900	1/14/2014	US2014128312A1	US9585645	3/7/2017	Insertion Tool For A Medical Closure Device
	TE-0012US-2	US13416531	1/26/2017	US2017135681A1	US10390809	8/27/2019	Insertion Tool For A Medical Closure Device
	TE-0013US	US12076465	3/31/2008	US2008298064A1	US9101340	8/11/2015	Insertion Tool For A Closure Device
	TE-0014US	US12921993	9/10/2010	US2011029014A1	US8308762	11/13/2012	Medical Closure Device
	TE-0017US	US9864919	8/28/2001	US20170024627A1	US6425911	7/30/2002	Positioning Device And Incision Closure Device
Australia	TE-0014AU	AU2009223926	3/10/2009	AU2009223926A1	AU708523926B	6/20/2013	Medical Closure Device
	TE-0014AU	AU2009223926	3/10/2009	AU2009223926A1	AU708523926B	6/20/2013	Medical Closure Device
	TE-0014CR	CR11377	4/9/2010	CR11377A	CR3202	7/24/2015	Medical Closure Device
	TE-0014JP	JP2010550280	3/10/2009	JP2010550280A	JP563489562	11/12/2014	The Closing Device For Medical Science
	TE-0014JP	JP2010550280	3/10/2009	JP2010550280A	JP563489562	11/12/2014	The Closing Device For Medical Science