# 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:

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:** 2149994283

PATENT REEL: 056010 FRAME: 0357

506624582

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
NAME OF SUBMITTER:	TUAN TRAN
SIGNATURE:	/Tuan Tran/
DATE SIGNED:	04/22/2021

#### **Total Attachments: 10**

source=TE\_TMC Assignment (including Amendment) (redacted)#page1.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page2.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page3.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page4.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page5.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page6.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page7.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page8.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page9.tif source=TE\_TMC Assignment (including Amendment) (redacted)#page9.tif

PATENT REEL: 056010 FRAME: 0358

#### 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. <u>Transfer</u>. 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.

#### 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. <u>Further Assurances.</u> 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,

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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. <u>Modification</u>. This Agreement shall not be modified except in a writing signed by the representatives of both parties hereto.
- 6. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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.

**ISIGNATURE PAGE TO FOLLOW!** 

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IN WITHESS WIFEEXIF, the codornigned have caused this Agreement to be executed up of the Effective Date.

TERUMO EUROPE N.Y.

Maren Nocimes Kosimoto

Title: CEO & Director

Dawn 21 December 2020

TERUMO MICHICAL CORPORATION

modice Posident

Dave: 12/1/20

Nesse: Scheeties Vanloot

Title CPO & Discor

Date: 21 December 2020

# SCHEDULE A

# PATENTS

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### SCHEDULE B

# TRADEMARKS

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PATENT REEL: 056010 FRAME: 0363

# FEMOSEALTM

Country	Registration Number
Austria	(0)224330
Berekw	(00) 224336
Suimas Suimas	\$00,224335
- China	5464888
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Republic of Cypnes	- <del>(</del>
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European Union	701 <b>224336</b>
Friend	001 <b>224330</b>
Francii	01224330
Carmany	20
Grance	001 <b>224330</b>
Hungary	(0) 224936
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italy	001224330
Latvis	OO1 224338
Lihuania	(x) 224396
Malta	Ç01224330
Poland	(00) 224336
Portugal	jon 224336
Romania	ŽO) 224336
Shaka	<b>)</b> 01 224330
Siownia	OC 22438
Sour	001 224330
Sweden	(x) 224 <b>93</b> 0
United Kington	01 <b>22433</b> 0

#### 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:

- 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. <u>Counterparts: Execution.</u> 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.

ISIGNATURE PAGE TO FOLLOW!

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

TERUMO MEDICAL CORPORATION

Title: VP, Gldpal VCD : USESW

Date: Nrch 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 I

SCHEDULEA

PATENTS

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PATENT REEL: 056010 FRAME: 0367

						2275 2755	
Jungdiction	Patent: Asset Name	Application No.	Filing Date	Publication 86.	Potent Ro.	of Patent	Title
Stance	TE-0007FR(EP)	FR20030721236	4/24/2003	EF1501421	FR1501421	9/20/3006	Dissolvable Medical Seating Device
	TE-0008FR(EP)	FR20020023955	20/22/5002	EP1413255	FR1413255	12/9/2003	Absorbable Surginal Sealing Device
	TE-0009FR(EP)	FR20340100076	1/12/2004	EP1440661	FR1440661	7/15/2009	Gosurs Device
	7E-0010FR(EP)	FRZ0040106354	12/7/2004	EP1548781	FR1543781	30/8/3008	SUBJECT SECURITY DEVICES
	TE-0014FR(EF)	FR20090720559	3/10/2009	EP2173256	FR2173256	1/31/2018	Wedical Closure Beans
	TE-0015FR(EP)	FR20000850069	4/19/2000	EP1147743	FR1147743	9/7/2005	Into Angra Columber
	TE-0016FR(EP)	FRZ0000850184	11/3/2000	EP1169968	581169968	1/30/2003	Sealing and Mound Charles Davies
	TE-0017FR(EP)	FR20010111086	1000/6/5	691369916	521359236	\$147.00A	
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	(15.00 CEC) (15.00	FR20010850105	5/15/2004	EF1224034	FR1434054 GR3766834	1/23/2003	Golding (Golf har Spound Liesure Element
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Germany	TE-0007DE(EP)	0£20030721236	4/24/2003	EP1501421	DE603 06 501.6	9/20/2006	Dissolvable Medical Sealing Device
	TE-0008DE(EP)	DE20020023955	10/25/2002	EP1413255	DE602 34 698,3	12/9/2009	Absorbable Surgical Sealing Device
	TE-00090E(EP)	DE20040100076	1/12/2004	EP1440561	DEEC 2004 021 981.9	7/15/2009	Clasure Device
	TE-00100E(EP)	DE20040106354	12/7/2004	EP1543781	DESG 2004 018 940.4	10/8/2008	Sume Security Davide
	TE-0013DE(EP)	DE20090728348	3/26/2009	EP3278924	DE60 2009 034 484 6	1008000	Insertion Accounts Cos & Classes Desira
	TE-001406(EP)	DE20090720559	3/10/2009	EP2173256	DESC 200 905 0530 7	3/32/28/1	Manager Chronical
	TE-OUISDE(EP)	DE20000850069	4/19/2000	£P1347743	DF 600 37 475 4	9/3//2006	(mrgkrtario) Ornicalor
	TE-0016DE(EP)	01200000000184	33/3/2000	FP1159968	D5500 00 058 0	17/20/2002	College and advance Charles Desired
	TE-0017DE(EP)	DE20010111086	5/3/2003	FP1259314	DE501 54 667 S	8/2/2002	Arthon Diniting Castley Daile
	TE-001805REP)	DE20010850081	5/3/3003	FP1754534	FEERT OF 507 A	7/33/3(9)3	The service of the service in the service of the se
	TE-DOT-90-FIE-PI	0520010850106	2002/31/3	501356635	DESCRIPTION CAR C	100000000000000000000000000000000000000	Columnia y Coli Coli Verbanda Caldanda
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United Kingdom	TE-0013G8(EP)	6820095728348	3/26/2009	8PZZ78924	GB2278924	10/28/2015	Assertion Assembly For A Closure Device
	TE-0014GB(EP)	G820590720559	3/10/2009	EP2173256	GB2173256	1/31/2018	Medical Closure Device
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United States of America	TE-0001US	US10704556	11/12/2003	US2004098046A3	US7044915	5/16/3006	Technique To Comfirm Correct Positioning Of Arterial Wall Sealing Design
	TE-00021JS	USD9704726	11/3/2000	US2015005539A1	400	1/21/2003	Gesting Segies and Wound (Desire Dawie
	TE-0003US	U\$09836529	4/18/2001	US2002019548A1	433	2/22/2003	Control Controls
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	7-07/7700-34	0513076598	3/51/2011	USZU11178548A1		4/25/3017	
	12-001205	0511987563	11/30/2007	US2009143817A1		2/18/2014	
	18-001205-1	0534154900	1/14/2014	US2014128911A1		3/7/2017	linsertion Tool For A Medical Closure Device
	TE-0012US-2	US15416531	1/36/2017	US2017135681A1	US10390809	8/37/3018	e Device
	TE-0013US	1512078465	3/31/2008	US2009248064A1	059101340	8/11/2015	Insertion Tool For A Closure Device
	TE-001405	US12921993	\$/10/2010	US2011029014A1 US8308762	658308752	11/13/2012	
	TE-0017US	US09864919	5/25/2003	US20170024627A1 US6425911	1056425911	7/30/2002	incision Closure Device
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PATENT REEL: 056010 FRAME: 0368

RECORDED: 04/22/2021