506638712 04/30/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6685521

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ	I				
		Name	Execution Date			
SNEIDER SURGICAL C	CONSULTI	NG PLLC	10/28/2020			
RECEIVING PARTY DA	ATA					
Name:		EN LP				
Street Address:	15 HAMI	PSHIRE STREET				
City:	MANSFI	ELD				
State/Country:		CHUSETTS				
Postal Code:	02048					
	1					
	5 Total: 1	Al				
Property Type		Number				
Application Number:	1	7238975				
CORRESPONDENCE [λτα					
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<i>Correspondence will b using a fax number, if</i> Phone: Email:	<i>provided;</i> 6 d V	if that is unsuccessful, it will be sen 46-759-9030 locket@wrciplaw.com				
Correspondence will b using a fax number, if Phone: Email: Correspondent Name:	<i>provided;</i> 6 d V 7	if that is unsuccessful, it will be sen 646-759-9030 locket@wrciplaw.com VEBER ROSSELLI & CANNON LLP				
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PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (this "<u>Agreement</u>"), between **COVIDIEN LP**, a Medtronic company, with an address at 15 Hampshire Street Mansfield MA 02048, and its representatives and Affiliates (collectively, "<u>Medtronic</u>") and **Sneider Surgical Consulting**, **PLLC and Mark S. Sneider, MD.**, a having an address at 2963 Fairchild Ave., Minnetonka, MN 55391, (collectively, "<u>SSC</u>") is entered into as of October 28, 2020 ("<u>Effective Date</u>"). Medtronic and SSC are referred to individually as a "<u>Party</u>" and together as the "<u>Parties</u>."

WHEREAS, Medtronic is a healthcare company with a global business unit active in the research, design, marketing, and sale of surgical products;

WHEREAS, SSC is the owner of the patent rights in and to the invention disclosed in U.S. Patent Application No. 63/016,750 filed April 28, 2020 entitled "Implantable Prothesis For Minimally Invasive Hernia Repair" (the "Priority Application") and all foreign and domestic applications that may claim priority therefrom (collectively, the "<u>Patent Rights</u>");

WHEREAS, the Parties have previously entered into a Consulting Master Services Agreement ("<u>MSA</u>") with an Effective Date of June 3, 2019, which defines the terms and conditions upon which Medtronic shall compensate SSC for Services provided and the ownership of any Intellectual Property created;

WHEREAS, the Parties have previously entered into a Work Order ("<u>Work Order</u>") with an Effective Date of June 3, 2019, including a description of the Services SSC shall provide to Medtronic, including but not limited to providing feedback on new, improved, or modified product designs, and assisting in the development of implant and instrument designs ("<u>Services</u>");

WHEREAS, the contents of the Priority Application arose from and relate to the Services provided in the Work Order and/or were derived from Confidential Information related to the clinical needs and design considerations related to inguinal hernia mesh product designs;

WHEREAS, Medtronic is interested in formalizing SSC's assignment of Intellectual Property under Section 5.2 of the MSA by purchasing the Patent Rights from SSC;

THEREFORE, in consideration of the mutual promises, agreements, covenants, undertakings and obligations set forth herein and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"<u>Affiliate</u>" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided that, for the

purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. A Person ceases to be an Affiliate when there is no longer control as detailed above.

"Agreement" shall have the meaning set forth in the preamble of this Agreement.

"<u>SSC</u>" shall have the meaning set forth in the preamble of this Agreement.

"Confidential Information" shall have the meaning set forth in Section 8.1.

"<u>Medtronic</u>" shall have the meaning set forth in the preamble of this Agreement.

"Effective Date" shall have the meaning set forth in the preamble of this Agreement.

"Party" shall have the meaning set forth in the preamble of this Agreement.

"Parties" shall have the meaning set forth in the preamble of this Agreement.

"Patent Rights" shall have the meaning set forth in the preamble of this Agreement.

"<u>Person</u>" shall mean an individual, a limited liability company, a joint venture, a corporation, a company, a partnership, an association, a trust, or any other entity or organization.

ARTICLE 2 THE ASSIGNMENT

2.1 SSC hereby irrevocably assigns to Medtronic, and Medtronic hereby accepts, all right, title and interest in the Patent Rights possessed, owned, or controlled directly or indirectly by SSC, including any and all rights to sue for present, past, and future infringement.

2.2 SSC agrees to have executed simultaneously with this Agreement, the patent assignment form attached hereto as Schedule A and provide such patent assignment to Medtronic. Furthermore, upon Medtronic's written request SSC shall have executed all documents and instruments, and shall do all lawful acts, in each case as may be necessary to perfect Medtronic's rights, title, and interest in and to the Patent Rights.

ARTICLE 3 CONSIDERATION

3.1 Subject to other terms hereunder, the total consideration to be paid by Medtronic for the rights granted hereunder shall be the following:

(a) A single payment of Seven Thousand Six Hundred Fifty-One Dollars and Fifty Cents (\$7,651.50) within 30 days of the Effective Date in reimbursement of SSC's expenses in drafting and filing the Priority Application.

(b) A single payment of Seven Thousand Seven Hundred Dollars (\$7,700) within 30 days of the Effective Date in compensation for the twenty-two (22) hours of activity by SSC in drafting and filing the Priority Application, subject to SSC submitting a completed, signed Work Activity Report pursuant to the MSA and SOW.

3.2 Subject to Section 9.5 (reporting of fees paid to medical practitioners), the amounts paid under this ARTICLE 3 shall be Confidential Information of the Parties.

ARTICLE 4 PATENT PROSECUTION

4.1 Medtronic commits, subject to ARTICLE 5 below, to using commercially reasonable efforts to diligently prosecute patent applications pertaining to the Patent Rights to allowance or rejection upon appeal. For purposes of clarity, commercially reasonable efforts shall at least be the same degree of effort Medtronic uses in prosecuting its own patent applications disclosing similar inventions. Medtronic may consult with SSC on the prosecution of the Patent Rights from time-to-time and Medtronic will consider, in good faith, incorporating reasonable input timely received from SSC.

4.2 Subject to Section 4.1, Medtronic at its sole and independent discretion shall have full right to prosecute the Patent Rights in any patent office proceedings.

4.3 SSC and/or Dr. Sneider shall provide assistance to Medtronic in prosecution proceedings in any patent office proceedings including, but not limited to execution of any appropriate documentation. Medtronic agrees to pay for all out-of-pocket expenses incident to such assistance, but not attorney fees. Medtronic shall not be obligated to, and shall have no liability to, SSC based in whole or in part upon any patent prosecution activities undertaken or not undertaken by Medtronic in relation to the Patent Rights.

4.4 Within thirty (30) days of the Effective Date, SSC shall provide to Medtronic the following:

(a) any files and documents relating to the Patent Rights in the possession or control of SSC including, but not limited to, any prosecution files associated with the Patent Rights, any opinions related to the Patent Rights; any materials or documents evidencing the conception and reduction to practice of the subject matter of the Patent Rights; and

(b) a schedule of any due dates relating to the Patent Rights, including but not limited to any due dates for maintenance fees.

ARTICLE 5 PATENT ENFORCEMENT

5.1 In the event of any infringement or cause of action relating to infringement, validity or enforceability of any of the Patent Rights ("<u>Infringement Action</u>"), Medtronic, at its sole and independent discretion, will have the right to determine what, if any, course of action will be undertaken to enforce or defend the Patent Rights. SSC will use reasonable efforts to cooperate with Medtronic in any litigation or enforcement action in relation to the

Patent Rights and SSC will join as a party to any such litigation or other enforcement action if required for the litigation or enforcement action to proceed.

5.2 SSC acknowledges Medtronic has no obligation under this Agreement to enforce or defend the Patent Rights in any Infringement Action. Medtronic acknowledges that is shall be responsible for all fees and expenses related to Infringement Actions initiated by Medtronic, including expenses and attorneys' fees. In a Medtronic-initiated Infringement Action, SSC and Dr. Sneider agree to be represented by counsel selected by Medtronic. In the event that Dr. Sneider elects to be represented by counsel independent of the Medtronic-selected counsel, SSC and/or Dr. Sneider shall be responsible for all fees and expenses related to such representation.

ARTICLE 6 PRODUCT DEVELOPMENT, MARKETING & SALES

6.1 Medtronic shall have no obligation under this Agreement to perform or pursue any research, development, approvals, marketing, promotion, training, distribution, advertising, sales or the like to commercialize any of the inventions disclosed, claimed, and/or potentially claimed under the Patent Rights ("<u>Product Efforts</u>"). Medtronic at its sole and independent discretion may choose what, if any, Product Efforts it will undertake. SSC acknowledges Medtronic has no express or implied obligation to undertake any level of Product Efforts.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 SSC warrants and represents that:

(a) all corporate proceedings required to be taken on the part of SSC, including all action required to authorize SSC to execute and deliver this Agreement and to deliver all rights and title under the Patent Rights contemplated hereby have been duly and properly taken;

(b) SSC has full right, power and authority to enter into this Agreement and to perform fully its obligations hereunder;

- 4 -

(c) this Agreement has been duly executed and delivered by SSC and is the valid and binding obligation of SSC enforceable against it in accordance with its terms;

(d) it has the entire right, title, and interest in and to the Patent Rights and that the Patent Rights are not encumbered in any way;

(e) it has full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement, to transfer the rights and to carry out its obligations under this Agreement, without the approval or consent of any other person;

(f) it is not aware of any reason that the entering into of this Agreement, the transfer of rights and the carrying out of obligations under this Agreement is prohibited, restricted or otherwise limited or encumbered by any contract, agreement or understanding entered into by him, or by which it is bound, with any other person, including, without limitation, any governmental authority;

(g) it is not aware of any evidence that any Patent Rights or portion thereof is expired, invalid, or unenforceable;

(h) there is no contract, agreement, or understanding entered into by SSC, or by which SSC is bound, which if enforced, terminated or modified, would be in derogation of, contrary to, or adversely affect the rights acquired or to be acquired hereunder by Medtronic; including but not limited to any contract, agreement or understanding purporting to grant a license or right under the Patent Rights other than prior assignments to SSC as of the Effective Date; and

(i) there is no action or investigation pending or currently threatened against SSC which, if adversely determined, would restrict or limit SSC's right to enter into this Agreement, transfer the rights or carry out its obligations under this Agreement.

7.2 SSC warrants and represents that it has the ability to, and hereby does, obligate Dr. Mark S. Sneider as an individual to perform any SSC obligations under this Agreement that may not be fulfilled by a Person other than Dr. Mark S. Sneider as an individual.

ARTICLE 8 CONFIDENTIAL INFORMATION

8.1 <u>Confidential Information.</u>

(a) As used in this Section 8.1, the term "<u>Confidential Information</u>" shall mean any information disclosed by one Party to the other pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one Party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the disclosing Party, within thirty (30) days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving Party.

(b) Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other Party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care.

(c) Notwithstanding the above, neither Party shall have liability to the other with regard to any Confidential Information of the other to the extent it:

(i) was generally known and available in the public domain at the time it was disclosed or become generally known and available in the public domain through no fault of the receiver;

(ii) was known to the receiver, without restriction, at the time of disclosure as shown by the files of the receiver in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the discloser;

(iv) was independently developed by the receiver without any use of the Confidential Information and by employees or other agents of the receiver who have not been exposed to the Confidential Information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development;

(v) becomes known to the receiver, without restriction, from a source other than the disclosure without breach of this Agreement by the receiver and otherwise not in violation of the disclosure's rights; or

(vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, that the receiver shall provide prompt, advanced notice thereof to enable the disclosure to seek a protective order or otherwise prevent such disclosure.

ARTICLE 9 MISCELLANEOUS

9.1 Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either Party hereto (including any contraction, abbreviation or simulation of any of the foregoing).

9.2 Medtronic shall have the right to assign and transfer this Agreement in whole or in part and/or any rights acquired by Medtronic under this Agreement at any time with no notice to or consent required by SSC. SSC may not transfer or assign this Agreement, except to Dr. Mark S. Sneider with notice to Medtronic should SSC cease operations.

93 This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to the matters set forth herein, are superseded by this Agreement. No amendment or modification of any provision of this Agreement shall be effective unless in writing and executed by a duly authorized representative of SSC and a duly authorized officer of Medtronic. No failure or delay by either Party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No oral representations, and no course of conduct or performance, may modify or waive the provisions of this Agreement. No waiver of any breach or default hereunder shall be considered valid unless in writing and executed by a duly authorized representative of SSC or a duly authorized officer of Medtronic granting the waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature, or of any breach or default of a different nature. Each Party has consulted counsel of its choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall not be deemed to have been drafted by one Party or another and will be construed accordingly. In executing and delivering this Agreement, each Party represents and warrants that it has relied on its own judgment and that of its counsel, and has in no way relied upon or been induced by any representation, statement or act by any of the other Party, except as contained or referred to herein.

9.4 This Agreement may be executed in one or more counterparts, including by facsimile, scanned or imaged documents, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

As applicable and where appropriate, the parties intend to carry out their 9.5 respective obligations under this Agreement in compliance with: (a) all applicable Medtronic Policies (applicable to Medtronic, not SSC); (b) all applicable laws and regulations including but not limited to the federal anti-kickback statute, 42 USC 1320 a-7b (b) and its regulations, and the Foreign Corrupt Practices Act (FCPA); (c) the AdvaMed Code of Ethics on Interactions with Health Care Professionals; and (d) the EucoMed Guidelines on Interactions with Health Care Professionals, (collectively, "Laws and Regulations") and believe in good faith that this Agreement complies with these Laws and Regulations. In the event there shall be a change to any Laws and Regulations or the interpretation of any of the foregoing, the adoption of new Laws and Regulations, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform or be compensated for its services under this Agreement, or which shall make this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation for the rights assigned pursuant to this Agreement that complies with the Laws and Regulations that approximates as closely as possible the economic position of the parties prior to the change. In the event that Medtronic reasonably determines that this Agreement may not be modified to comply with the foregoing change to the Laws and Regulations, Medtronic may terminate this Agreement.

9.6 As required, Medtronic will collect and track financial and other information regarding amounts paid by Medtronic to SSC and/or Dr. Sneider and report such information to state, federal, and/or other legal authorities in order for Medtronic to comply with any and all relevant state, federal, and/or other laws requiring such disclosure including, but not limited to, Section 2002 of the Affordable Care Act (the Federal Physician Payment Sunshine Act).

9.7 This Agreement and any dispute, arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without reference to conflict of laws principles.

9.8 Any notice required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered by messenger or air courier, to the Party to whom such notice is required or permitted to be given at its address set forth as follows:

if given to Medtronic:	if given to SSC:		
Legal Department	Sneider Surgical Consulting,		
Covidien LP	2963 Fairchild Ave.,		

Mailstop 54, Legal Dept. North Haven, CT 06473

60 Middletown Ave.

9.9 This Agreement shall be Confidential Information.

9.10 The Parties agree to reimburse the other Party for any reasonable expenses, including attorneys' fees, required to enforce any part of this Agreement due to the other Party's material breach, on the condition that the non-breaching Party gives written notice of the breach and an opportunity for the breaching Party to cure the breach within fifteen (15) days.

* * *

The remainder of this page is intentionally left blank.

PLLC

Minnetonka, MN 55391

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date, as such term is defined above.

COVIDIEN LP, on behalf of itself and its representatives and Affiliates	SSC, on behalf of itself and its representatives and Affiliates, including Dr. Mark S. Sneider
Ву:	By:
Name: Thomas (, Highes, UP Deputy P	Name:
Title: VP Deputy IP, Nevsseiena 1145	Title:

DR. MARK S. SNEIDER

PATENT REEL: 056093 FRAME: 0306

- 9 -

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date, as such term is defined above.

COVIDIEN LP, on behalf of itself and its representatives and Affiliates

SSC, on behalf of itself and its representatives and Affiliates, including Dr. Mark S. Sneider

By:

Name:_____

Title:_____

By: Mark S Sneider, no.

Name: Mark Sneider

Title: <u>MD</u>

DR. MARK S. SNEIDER

<u>Schedule A</u> (Patent Assignment Form)

For: [X] U.S. and/or [X] Foreign Rights For: [X]U.S. Application and [X] U.S. Patent By: []Inventor or [X] Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: SNEIDER SURGICAL CONSULTING, PLLC 2963 Fairchild Ave., Minnetonka, MN 55391

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

> Recorded on: 05/05/2020 Reel: 052575 Frame: 0531

hereby sells, assigns and transfers to

ASSIGNEE:

<u>Covidien LP</u> <u>15 Hampshire Street</u> <u>Mansfield MA 02048</u>

and the successors, assigns and legal representatives of the ASSIGNEE

[X] the entire right, title and interest

[] an undivided percent (%) interest for the United States and its territorial possessions

[X] and in all foreign countries, including all rights to claim priority, the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements entitled:

IMPLANTABLE PROTHESIS FOR MINIMALLY INVASIVE HERNIA REPAIR

and which is found in

- (a) [] U.S. patent application executed on even date herewith.
- (b) [] U.S. patent application executed on____
- (c) [X] U.S. application Serial No. 63/016,750 filed on April 28, 2020.
- (d) [] U.S. Patent No. _____ issued _____.

(e) [X] and all foreign and domestic patents issuing or based on the foregoing patent and patent applications, and all continuations, continuations-in-part, divisions, reissues, reexaminations, utility models, extensions and renewals of the foregoing patents and patent applications worldwide.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNOR further covenants to promptly provide all pertinent facts and documents known and accessible to ASSIGNOR relating to said invention and said Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.

ASSIGNOR hereby grants ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal.

WARNING: Date of signing must be the **same as** the date of execution of the application if item (a) was checked above.

(Dated)

[X] Notarization or Legalization Page Added.

State of MN)) 85 County of Ramsey) This <u>3'</u>day of <u>November</u>2020, ______ personally appeared before me as

ALYSHIA N DANIELS Notary Public Minnesota MyCommissinEspine January 31, 2024 AFFIX SEAL

 $\underline{\mathbf{r}_{\mathsf{var}}} = \underbrace{\mathbf{s}_{\mathsf{var}}}_{\mathsf{the forgoing for and on behalf of SSC}} of SSC and acknowledged to me that he/she executed$

otary Public

- 3 -

Patent Purchase Agreement with Sneider Surgical Consulting, LLC, Effective Date October 28, 2020 Itemized expenses paid by Sneider Surgical Consulting, LLC to be reimbursed under Article 3.1 (a):

CONSULTING LLC (DESSES)	us anv "mezh for hernia repar" (doodi)	065985-000001	\$6.100.59	3324051 Settled (S)	5/4/2020
SNEIDER SURGEAL CONSULTING LLC (DESPRE)	us prv "mesh for hernia Repair" (00001)	065985,020301	\$140.00	3329494 Senied (S)	6/3/2020
SNEEDER SURGKAL CONSULTING U.C BRORED	us prv "mesh for hernia refain" (doxodi)	053365.005091	\$622.50	3335126 Settled (5)	7/7/2020
SNEIDER SURGICAL CONSULTING LLC (DISSRES)	US PRV "MESH FOR HERNIA REPAIR" (DODIOT)	065985.000001	\$124.50	3340636 Settled (S)	6/5/2620
SNEIDER SURCKAL CONSULTING LLC (DESNES)	Lis PRV "Mesh for merinia repair" (dordit)	063885.000003	\$664.00	3352113 (hastanding (O)	18/9/2023

RECORDED: 04/30/2021