

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7173094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BOSTON SCIENTIFIC SCIMED, INC.	09/01/2021
RECEIVING PARTY DATA	
Name:	WALK VASCULAR, LLC
Street Address:	17171 DAIMLER STREET
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8430837
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>	
Email:	blairwalker@cox.net
Correspondent Name:	BLAIR WALKER IP SERVICES, LLC
Address Line 1:	24742 SAN DOVAL LANE
Address Line 4:	MISSION VIEJO, CALIFORNIA 92691
ATTORNEY DOCKET NUMBER:	14578USO1
NAME OF SUBMITTER:	BLAIR D. WALKER
SIGNATURE:	/Blair D. Walker/
DATE SIGNED:	02/11/2022
Total Attachments: 6	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective as of September 1, 2021 (the "Patent Assignment Effective Date"), is made by and between Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignor") and Walk Vascular, LLC, a Delaware limited liability company ("Assignee"); Assignee and Assignor are sometimes herein each referred to as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee have entered into that certain Patent Assignment and License Agreement, dated as of May 25, 2021, (as may be amended or restated from time to time, the "Agreement"), pursuant to which, among other things, Assignor agreed to sell, assign, transfer and deliver to Assignee certain intellectual property, as more fully described in the Agreement, on the terms and subject to the conditions set forth in the Agreement;

WHEREAS, such intellectual property includes, without limitation, the patents set forth on Annex A hereto (collectively, the "Transferred Patents"); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to evidence the sale, assignment, transfer and delivery to Assignee of the Transferred Patents;

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all rights and interests of Assignor in and to the Transferred Patents, for the United States and for all foreign countries (including, without limitation, all rights therein provided by international conventions and treaties), including, without limitation, any reissues, divisions, continuations, continuations-in-part, extensions, re-examinations and foreign equivalents thereof, all inventions disclosed therein and improvements thereto, all rights to claim priority thereto or therefrom, and all rights therein provided by international treaties and conventions, together with all associated income, royalties, damages or payments accrued, due or payable as of the Patent Assignment Effective Date or thereafter and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Patents, with the right to sue for, and collect the same, in each case, for Assignee's own 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 Assignor if this Assignment and sale had not been made.

2. No Warranties. Except as expressly provided in the Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Patents.

3. Recordal. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Patents to and in the name of Assignee.

4. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Patents.

5. Interpretation. This Assignment is intended to implement the provisions of the Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern.

6. Amendment. This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Parties hereto, or (b) by a waiver in accordance with Section 7.

7. Waiver. Any Party to this Assignment may (a) extend the time for the performance of any of the obligations or other acts of another Party, (b) waive any inaccuracies in the representations and warranties of another Party contained herein or in any document delivered by another Party pursuant hereto or (c) to the extent permitted by applicable law, waive compliance with any of the agreements of another Party or conditions to such Party's obligations contained herein. Any such extension of waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment. The failure of any Party hereto to assert any of its rights hereunder shall not constitute a waiver of any such rights.

8. Counterparts, Facsimile Signatures. This Assignment has been executed by the Parties in two counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. The Parties

consent to execution of this Assignment by means of scanned signature copies in portable document format (pdf) and that such signatures placed by the parties on different copies of the signature page(s) shall be deemed to have been executed on one and the same page. The Parties agree not to challenge the validity or enforceability of this Assignment based on any Party's use of such scanned signatures. Delivery of an executed counterpart of a signature page of this Assignment in a non-modifiable electronic copy (e.g., in pdf format) via e-mail is deemed as effective as delivery of an originally executed counterpart of this Assignment.

9. **Descriptive Headings.** The descriptive headings of this Assignment are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Assignment.

10. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of Delaware under exclusion of its conflict of laws provisions. Any dispute between the Parties hereto in connection with this Assignment (including any question regarding its existence, validity or termination) that cannot be solved amicably shall be heard and determined primarily in the federal court of the District of Massachusetts; provided, however, that if such federal court does not have jurisdiction over such dispute, such dispute shall be heard and determined primarily in any state court sitting in Suffolk County, Massachusetts. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly arising from or in connection with this Assignment.

11. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

12. **Independent Contractors.** For the purposes of this Assignment, each Party hereto shall be, and shall be deemed to be, an independent contractor and not an agent, partner, joint venture, representative or employee of any other Party. No Party shall have authority to make any statements, representations, compromises of rights or commitments of any kind, assume or create any obligations, or accept process for or take any other action which shall be binding on the other Parties, except as may be explicitly provided for herein or authorized in writing by the other Parties.

13. Expenses. Unless otherwise provided herein, all costs and expenses incurred in connection with this Assignment and the transactions contemplated hereby shall be paid by the Party which shall have incurred the same and the other Party shall have no liability relating thereto.

14. Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment.

15. No Strict Construction. This Assignment has been prepared jointly and shall not be strictly construed against any Party.


[Signature Page Immediately Follows.]

IN WITNESS WHEREOF, duly authorized representatives of the Parties
have duly executed this Assignment as of the Effective Date.

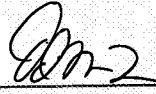
EXECUTED for and on behalf of:

Boston Scientific Scimed, Inc.

Walk Vascular LLC



Name: Benjamin Nyquist
Title: Assistant Secretary



Name: David Look
Title: CEO

Annex A - Transferred Patents

First Family:

United States Patents

8,430,837

8,900,179

9,662,137

10,314,608

United States Applications

Provisional Application No. 60/888,265

16/421,649 (Published as US 2019/0274704 A1)

Foreign Patents

CA 2,677,343

EP 2,120,737

JP 5,385,155

JP 6,122,755

JP 6,189,408

JP 6,823,693

Foreign Applications

PCT/US2008/053078 (Published as WO 2008/097993 A2)

EP20164131.3A (Published as EP3689274A1)

JP2017149769A

JP2021001824

Second Family:

United States Patents

9,510,854

10,499,944

United States Applications

16/569,988 (Published as US 2020/0015840 A1)

Foreign Patents

EP 2,362,751

a) DE 602009041390.2 (validation in Germany)

b) EP 2,362,751 (validation in the Netherlands)

c) EP 2,362,751 (validation in Ireland)

Foreign Applications

PCT/US2009/060423 (Published as WO 2010/045178 A1)