

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7280388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIDGEPOINT MEDICAL, INC.	10/03/2012
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
Patent Number:	8512310
CORRESPONDENCE DATA	
Fax Number:	(612)284-1050
<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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Email:	docketing@stwiplaw.com
Correspondent Name:	SEAGER, TUFTE & WICKHEM LLP
Address Line 1:	100 SOUTH 5TH STREET, SUITE 600
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	1001.3054102
NAME OF SUBMITTER:	TRACY L. NATYSIN
SIGNATURE:	/tracy l. natysin/
DATE SIGNED:	04/14/2022
Total Attachments: 9	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of October 3, 2012, by BridgePoint 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 the intellectual property rights defined below under Assignee, Assignor desires to assign and transfer to Assignee all Assignor's interest in the intellectual property rights defined below, in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of October 3, 2012, Assignor distributed to its sole shareholder, Assignee, the intellectual property rights defined below (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 hereby agrees as follows:

ARTICLE I – DEFINITIONS.

Section 1.1 "Intellectual Property Rights" means:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, including but not limited to the patents and patent applications listed on Schedule A;
- (b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, including but not limited to the trademarks and trademark applications listed on Schedule B;
- (c) rights in copyrightable subject matter or protectable designs;
- (d) trade secrets;
- (e) know-how; 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, including those Assignor's rights that relate to core technologies, developed technologies or purchased research and development.

Section 1.2 "Company Intellectual Property Rights" means Intellectual Property Rights owned by Assignor and used or held for use by Assignor in its business as presently conducted or proposed to be conducted.

Section 1.3 "Licensed-In Intellectual Property Rights" means Intellectual Property Rights owned by a third party that are used or held for use by Assignor in its business as presently conducted or proposed to be conducted.

Section 1.4 "Software" means computer programs or data in computerized form, whether in object code, source code or other form.

ARTICLE II – ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys unto Assignee the entire right, title and interest in and to:

(a) All patents included as part of Company Intellectual Property Rights together with the invention(s) disclosed therein, including each and every patent which is granted on any application which is a division, substitution or continuation of said patents, all patents which claim priority to said patents, and all associated rights under the International Convention;

(b) All other Company Intellectual Property Rights, including (without limitation) all Licensed-In Intellectual Property Rights (but solely to the extent transfer is permitted by applicable agreements) and rights in Software; and

(c) The rights assigned under Section 2.1(a) and Section 2.1(b) above include each and every reissue, re-examination or extension of any patent, any and all causes of action and rights of recovery for past or future infringements of the patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership.

Section 2.2 Cooperation in Transfer. 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 Company Intellectual Property Rights to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Company Intellectual Property Rights, 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 Company Intellectual Property Rights 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 Agreement.

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 Entire Agreement. This Assignment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the above subject matter hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

BridgePoint Medical, Inc.

By  _____
Daniel J. Brennan
Vice President and Corporate Controller

SCHEDULE A

BridgePoint Patents and Patent Applications

See attached list

Schedule A

The Assignor has the following patents and patent applications:

Country	Title	Application No. Patent No.	Filing Date
US	Devices And Methods for Treating the Gastrointestinal System	60/674,323	4/22/2005
US	Medical Compression Devices and Methods	60/691,925	6/17/2005
US	Endovascular Devices and Methods	60/716,287	9/12/2005
US	Endovascular Devices and Methods	60/717,726	9/15/2005
US	Endovascular Devices and Methods	60/727,819	10/18/2005
US	Endovascular Devices and Methods For Exploiting Intramural Space	60/811,478	6/7/2006
US	Endovascular Devices and Methods For Exploiting Intramural Space	60/839,782	8/24/2006
US	Endovascular Devices and Methods For Exploiting Intramural Space	60/860,416	11/21/2006
US	Endovascular Devices and Methods For Exploiting Intramural Space	60/905,849	3/9/2007
US	Endovascular Devices and Methods For Exploiting Intramural Space	60/964,765	8/14/2007
US	Methods and Devices For Crossing Chronic Total Occlusions	60/999,879	10/22/2007
US	Crossing Occlusions In Blood Vessels	61/063,756	2/5/2008
US	Methods and Apparatus For Crossing Occlusions In Blood Vessels	61/048,398	4/28/2008
US	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	61/104,868	10/13/2008
US	Endovascular Devices and Methods	11/518,521 7,918,870	9/11/2006
US	Endovascular Devices and Methods	13/037,797	3/1/2011
US	Endovascular Devices and Methods	11/518,431 8,025,655	9/11/2006
US	Endovascular Devices and Methods	13/214,141	8/19/2011
US	Endovascular Devices and Methods	11/518,428 7,938,819	9/11/2006
US	Endovascular Devices and Methods	13/079,179	4/4/2011
US	Endovascular Devices and Methods For Exploiting Intramural Space	11/518,429 8,083,727	9/11/2006
US	Endovascular Devices and Methods For Exploiting Intramural Space	13/304,157	11/23/2011
US	Endovascular Devices and Methods For Exploiting Intramural Space	11/518,430	9/11/2006
US	Endovascular Devices and Methods For Exploiting Intramural Space	11/984,668	11/20/2007

US	Endovascular Devices and Methods For Exploiting Intramural Space	12/297,252	10/15/2008
US	Endovascular Devices and Methods For Exploiting Intramural Space	12/222,737	8/14/2008
US	Methods and Device For Crossing Chronic Total Occlusions	12/289,154	10/21/2008
US	Crossing Occlusions In Blood Vessels	12/320,792 8,202,246	2/4/2009
US	Crossing Occlusions In Blood Vessels	13/470,854	5/14/2012
US	Methods and Apparatus For Crossing Occlusions In Blood Vessels	12/453,009 8,172,863	4/27/2009
US	Methods and Apparatus For Crossing Occlusions In Blood Vessels	13/443,860	4/27/2009
US	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	12/461,261	8/5/2009
US	System and Apparatus for Treating Blood Vessels and Related Methods	13/466,853	5/8/2012
US	Devices and Methods for Treating the Gastrointestinal System	11/408,238	4/21/2006
US	Medical Compression Devices and Methods	11/452,291 7,896,825	6/14/2006
PCT	Endovascular Devices and Methods For Exploiting Intramural Space	PCT/US2006/035244	9/11/2006
JP	Endovascular Devices and Methods For Exploiting Intramural Space	2008-530010	3/10/2008
EP	Endovascular Devices and Methods For Exploiting Intramural Space	06814423.7	3/13/2008
PCT	Endovascular Devices and Methods For Exploiting Intramural Space	PCT/US2007/024209	11/20/2007
JP	Endovascular Devices and Methods For Exploiting Intramural Space	2009-537239	5/19/2009
EP	Endovascular Devices and Methods For Exploiting Intramural Space	07862134.9	3/31/2008
PCT	Endovascular Devices and Methods For Exploiting Intramural Space	PCT/US2009/004634	8/13/2009
JP	Endovascular Devices and Methods For Exploiting Intramural Space	2011-522995	2/10/2011
EP	Endovascular Devices and Methods For Exploiting Intramural Space	09789128.7	3/14/2011
PCT	Methods and Device For Crossing Chronic Total Occlusions	PCT/US2008/011976	10/21/2008
JP	Methods and Device For Crossing Chronic Total Occlusions	2010-531019	4/21/2010
EP	Methods and Device For Crossing Chronic Total Occlusions	08841515.3	5/19/2010
PCT	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	PCT/US2009/033076	2/4/2009

JP	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	2010-545968	8/4/2010
EP	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	09707165.8	8/30/2010
PCT	Methods and Apparatus For Crossing Occlusions In Blood Vessels	PCT/US2009/002571	4/27/2009
JP	Methods and Apparatus For Crossing Occlusions In Blood Vessels	2011-506307	10/26/2010
EP	Methods and Apparatus For Crossing Occlusions In Blood Vessels	09739149.4	11/25/2010
PCT	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	PCT/US2009/004553	8/7/2009
JP	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	2011-0531013	4/11/2011
EP	Endovascular Device With A Tissue Piercing Distal Probe And Associated Methods	09789092.5	5/11/2011

SCHEDULE B

BridgePoint Trademarks and Trademark Applications

See attached list

Schedule B

The Assignor has the following trademarks and trademark applications:

Mark Country	Serial No.	Registration Date	Registration No.
BRIDGEPOINT MEDICAL USA	77105204	12/8/2009	3722788
CROSSBOSS USA	77344500	12/8/2009	3722966
ENTERA USA	77438708		
STINGRAY USA	77362598	9/29/2009	3690051
BRIDGEPOINT MEDICAL Canada	1355808	7/21/2011	802672
CROSSBOSS Canada	1397787	6/23/2011	800713
STINGRAY Canada	1398003	6/23/2011	800800
BRIDGEPOINT MEDICAL European Community	6103469	6/19/2008	6103469
CROSSBOSS European Community	6956817	4/17/2009	6956817
STINGRAY European Community	7002009	4/17/2009	7002009
BRIDGEPOINT MEDICAL Madrid	A0008871	7/13/2007	930138
CROSSBOSS Madrid	A0012636	6/2/2008	966245
STINGRAY Madrid	A0012653	6/3/2008	966246
BRIDGEPOINT MEDICAL Japan	A0008871	7/13/2007	930138
CROSSBOSS Japan	A0012636	2/5/2009	966245
STINGRAY Japan	A0012653		
THE RAY Japan	2009-84597	12/24/2010	5379253

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