

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7584815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BIOTRACE MEDICAL, INC.	09/29/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MERIT MEDICAL SYSTEMS, INC.
<b>Street Address:</b>	1600 WEST MERIT PARKWAY
<b>City:</b>	SOUTH JORDAN
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84095
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15844367
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)933-7373
<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>	
<b>Phone:</b>	8019334006
<b>Email:</b>	bills.cristi@dorsey.com
<b>Correspondent Name:</b>	MATTHEW S. BETHARDS/DORSEY WHITNEY LLP
<b>Address Line 1:</b>	111 SOUTH MAIN STREET
<b>Address Line 2:</b>	SUITE 2100
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84111
<b>ATTORNEY DOCKET NUMBER:</b>	P305630.US.03
<b>NAME OF SUBMITTER:</b>	JASON B. MCCAMMON
<b>SIGNATURE:</b>	/Jason B. McCammon/
<b>DATE SIGNED:</b>	10/11/2022
<b>Total Attachments: 5</b>	
source=Assignment_BioTracetoMerit#page1.tif	
source=Assignment_BioTracetoMerit#page2.tif	
source=Assignment_BioTracetoMerit#page3.tif	
source=Assignment_BioTracetoMerit#page4.tif	
source=Assignment_BioTracetoMerit#page5.tif	

## **PATENT ASSIGNMENT**

This Patent Assignment Agreement (this "Patent Assignment") is made October 4, 2022, by BIOTRACE MEDICAL, INC., a Delaware corporation ("Assignor"), in favor of MERIT MEDICAL SYSTEMS, INC., a Utah corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement dated of even date herewith, by and between Assignor and Assignee (the "Purchase Agreement").

For good, valuable, and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, any and all of Assignor's entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, in the United States of America (as defined in 35 U.S.C. § 100) and throughout the world (the "Assigned Patents"),

(a) in, to and under the inventions identified by the Serial Numbers and Patent Numbers, if available, set forth on the attached Exhibit A, which is incorporated by this reference, for which the United States Patent and Trademark Office issued patents or for which a patent application has been filed, and

(b) in any and all applications that claim the benefit of the patents listed on the attached Exhibit A, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or letters patent therefore listed on the attached Exhibit A, to the full extent of the term or terms for which letters patents issue, and

(c) in any and all inventions described in the patents or patent applications described herein, and in any and all forms of intellectual and industrial property protection derivable from such patents or patent applications, and that are derivable from any and all continuing patents, applications, reissues, extensions, renewals and reexaminations of such patents or patent applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefore;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this sales assignment, transfer and conveyance not been made.

Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials at corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Assignor agrees to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as Assignee may deem necessary or expedient.

Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or

reexamination application(s) thereof and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

Assignor agrees and acknowledges that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, obligations and indemnities contained in the Purchase Agreement shall not be superseded by this Patent Assignment but shall remain in full force and effect to the full extent provided in the Purchase Agreement and which are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

The covenants and agreements set forth herein shall survive this Patent Assignment, and all of the terms, conditions, and acknowledgments set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns.

This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

*[Signature page follows]*

IN WITNESS WHEREOF, this Patent Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

BIOTRACE MEDICAL, INC.,  
a Delaware corporation

By: Laura N. Dietch

Name: Laura N. Dietch

Title: President and Chief Executive Officer

**Acknowledgement by Notary Public**

State of California

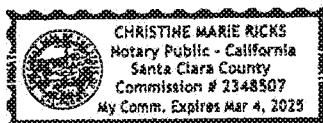
County of Santa Clara

On this 29<sup>th</sup> day of September, 2022, before me, the undersigned Notary Public, personally appeared Laura N. Dietch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Christine Marie Ricks

Name: Christine Marie Ricks, Notary Public



*Signature Page to Patent Assignment*

**PATENT**  
**REEL: 061382 FRAME: 0114**

## EXHIBIT A

### I. PATENTS/PATENT APPLICATIONS

#### Patent Filings

#### DEVICE AND METHOD FOR POSITIONING AN ELECTRODE IN A BODY CAVITY

<i>Country / Jurisdiction</i>	<i>Application Number (Patent No. / Publication No.)</i>	<i>Filing Date (Issue Date)</i>	<i>Status</i>
Australia	2015255814 (2015255814)	08-May-2015 (21-Mar-2019)	Granted
Australia	2018271347 (2018271347)	08-May-2015 (05-Nov-2020)	Granted
China	201580037031.7 (CN1066598808)	08-May-2015 (18-Jun-2019)	Granted
China	201910438534.5 (CN110251837A)	08-May-2015	Pending
Europe	15788891.8 (EP3139994A2)	08-May-2015	Pending
Japan	2017-511555 (6640194)	08-May-2015 (07-Jan-2020)	Granted
Japan	2019-234028 (JP2020054850A)	08-May-2015	Allowed
Japan	2022-056643 (JP2022084906A)	30-Mar-2022	Pending
USA	61/990,998	09-May-2014	Expired
USA	14/707,246 (9,872,981)	08-May-2015 (23-Jan-2018)	Granted
USA	15/844,367 (10,232,170)	15-Dec-2017 (19-Mar-2019)	Granted
USA	16/256,473 (10,953,223)	24-Jan-2019 (23-Mar-2021)	Granted
USA	17/178,099 (US20210236812A1)	17-Feb-2021	Pending
PCT	PCT/US2015/029890 (WO2015172023A2)	08-May-2015	Expired

#### DEVICES AND METHODS FOR RETENTION OF TEMPORARY PACING LEADS

<i>Country / Jurisdiction</i>	<i>Application Number (Patent No. / Publication No.)</i>	<i>Filing Date (Issue Date)</i>	<i>Status</i>
China	202080088864.7	05-Oct-2020	Pending

	(CN114828946A)		
Europe	20879087.3 (EP4048370A1)	05-Oct-2020	Pending
Japan	2022-523463 (unpublished)	20-Apr-2022	Pending
USA	62/924,118	21-Oct-2019	Expired
USA	62/942,441	02-Dec-2019	Expired
USA	17/713,036 (US20220273958A1)	04-Apr-2022	Pending
PCT	PCT/US2020/054260 (WO2021080765A1)	05-Oct-2020	Pending