

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7808119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CARDIALEN, INC.	12/12/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MAXWELL BIOMEDICAL, INC.,	
<b>Street Address:</b>	4174 SORRENTO VALLEY BLVD., SUITE A	
<b>City:</b>	SAN DIEGO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	92121	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	13340637	
Application Number:	13947840	
Application Number:	17140333	
Application Number:	17472317	
Application Number:	17474210	
Application Number:	63365916	
Application Number:	63366995	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)742-7774	
<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>	6179944900	
<b>Email:</b>	mail@omiplaw.com	
<b>Correspondent Name:</b>	ONELLO & MELLO, LLP	
<b>Address Line 1:</b>	20 BURLINGTON MALL ROAD, SUITE 425	
<b>Address Line 4:</b>	BURLINGTON, MASSACHUSETTS 01803	
<b>ATTORNEY DOCKET NUMBER:</b>	MAX-000 (CARDIALEN ASN)	
<b>NAME OF SUBMITTER:</b>	DAVID M. MELLO	
<b>SIGNATURE:</b>	/David M. Mello/	
<b>DATE SIGNED:</b>	02/21/2023	

**Total Attachments: 7**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of December 1, 2022, by and between Maxwell Biomedical, Inc., a Delaware corporation ("Assignee"), and Cardialen, Inc., a Delaware corporation ("Assignor").

### RECITALS

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other assets, all of the patents and patent applications set forth on the attached Schedule A (the "Assigned Patents"); and

**WHEREAS**, Assignor is the sole and exclusive owner of the right, title and interest in, to and under the Assigned Patents, and Assignee wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest in, to and under the Assigned Patents.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, the entire right, title and interest in and to the Assigned Patents and the inventions they claim (including subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding relating to any of the Assigned Patents and subject matter that could have been included as a claim in any of the Assigned Patents), and any and all continuations, divisionals, continuations-in-part, reissues, reexaminations, extensions, international applications or foreign equivalents thereof, which may be obtained therefrom for its 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; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Authorization. Assignor authorizes and requests the appropriate governmental authority to record Assignee as owner of the Assigned Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, international applications or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assistance. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Assigned Patents in Assignee or which may be necessary to obtain, renew, issue or enforce the Assigned Patents. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as Assignor's true and

lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Assignor's of a written request therefor.

4. Governing Law. This Assignment is governed by and is to be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the laws of conflict that might otherwise apply.

5. Construction. This Assignment is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will prevail.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com))) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

**ASSIGNEE:**

**MAXWELL BIOMEDICAL, INC.**

By: \_\_\_\_\_

Name: Randy Werneth

Title: Chief Executive Officer

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

CARDIALEN, INC.

By: 

Name: Jeff Peters

Title: Chief Executive Officer

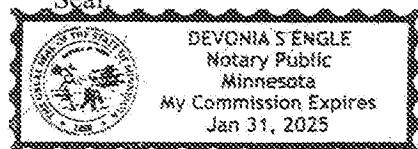
**Acknowledgement by Notary Public**

State of Minnesota

County of Hennepin

On this 12<sup>th</sup> day of December 2022, before me, the undersigned Notary Public, personally appeared Jeff Peters, 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: Devonia Engle

Name: Devonia Engle, Notary Public

[Signature Page to Patent Assignment]

**SCHEDULE A**  
**ASSIGNED PATENTS**

Status of Cardialen IP (as of September 26, 2022)

Matter #	Appln. No.	Status
00072-0004-01000	US 13/340,637	Issued as US Patent No. 8,473,051
00072-0005-01000	US 13/947,840	Issued as US Patent No. 10,905,884
00072-0005-02000	US 17/140,333	Awaiting examination
00072-0007-00000	US 17/472,317	RCE filed 8/16/2022
00072-0007-01000	US 17/474,210	RCE filed 9/7/2022
00072-0008-00600	US Provisional 63/365,916	Provisional application filed on 6/6/2022
00072-0009-00600	US Provisional 63/366,995	Provisional application filed on 6/24/2022

Status of IP licensed to Cardialen (as of September 26, 2022)

Matter #	Appln. No.	Status
00072-1001-01000	US 11/266,755	Issued as US Patent No. 8,175,702
00072-1001-02000	US 13/464,537	Issued as US Patent No. 8,639,325
00072-1001-03000	US 14/165,230	Issued as US Patent No. 9,067,079
00072-1001-04000	US 14/753,773	Issued as US Patent No. 9,586,055
00072-1001-05000	US 15/450,334	Issued as US Patent No. 10,071,257
00072-1001-06000	US 16/113,692	Issued as US Patent No. 10,549,108
00072-1001-07000	US 16/725,538	Issued as US Patent No. 11,191,474
00072-1001-08000	US 17/454,886	Awaiting examination
00072-1003-01000	US 12/518,343	Issued as US Patent No. 8,391,995
00072-1005-02000	US 12/776,196	Issued as US Patent No. 8,560,066
00072-1005-03000	US 13/349,527	Issued as US Patent No. 8,874,208
00072-1005-04000	US 13/349,517	Issued as US Patent No. 8,706,216
00072-1005-05000	US 14/257,620	Issued as US Patent No. 9,289,620
00072-1005-06000	US 14/524,712	Issued as US Patent No. 9,526,907

00072-1005-08000	US 15/054,885	Issued as US Patent No. 9,814,895
00072-1005-09000	US 15/367,927	Issued as US Patent No. 10,099,062
00072-1005-10000	US 15/727,803	Issued as US Patent No. 10,441,805
00072-1005-11000	US 16/135,477	Issued as US Patent No. 10,413,741
00072-1005-12000	US 16/533,195	Issued as US Patent No. 11,083,905
00072-1005-13000	US 16/533,355	Issued as US Patent No. 11,097,120
00072-1005-14000	US 17/305,972	Awaiting examination
00072-1006-01000	US 12/333,257	Issued as US Patent No. 8,509,889
00072-1003-00131	CA 2673971	Issued as Canadian Patent No. 2673971
00072-1003-00155	EP 7840032.2	Issued as European Patent No. 2083910 – validated in Switzerland, Germany, France, United Kingdom, and Ireland
00072-1003-00195	JP 2009-537186	Issued as Japanese Patent No. 5567343
00072-1005-00110	AU 2011248794	Issued as Australian Patent No. 2011248794
00072-1005-00131	CA 2798956	Issued as Canadian Patent No. 2798956
00072-1005-00139	CN 201180032063.X	Issued as Chinese Patent No. 103002948
00072-1005-00155	EP 11777847.2	Issued as European Patent No. 2566578 - validated in Switzerland, Germany, Spain, France, United Kingdom, Ireland, and Italy
00072-1005-00178	HK 13110460.5	Issued as Hong Kong Patent No. 1182979
00072-1005-00186	IL 223432	Issued as Israeli Patent No. 223432
00072-1005-00195	JP 2013-510116	Issued as Japanese Patent No. 5775153
00072-1005-01195	JP 2015-133157	Issued as Japanese Patent No. 6193311
00072-1005-00202	KR 10-2012-7032124	Issued as Korean Patent No. 10-1912469
00072-1005-01202	KR 10-2018-7030479	Issued as Korean Patent No. 10-2018020
00072-1005-02202	KR 10-2019-7025163	Issued as Korean Patent No. 10-2210026
00072-1006-00110	AU 2008335087	Issued as Australian Patent No. 2008335087
00072-1006-00131	CA 2709287	Issued as Canadian Patent No. 2709287
00072-1006-00139	CN 200880126712	Issued as Chinese Patent No. 101939044
00072-1006-00155	EP 8858734	Issued as European Patent No. 2231263 - validated in Switzerland, Germany, Spain, France, United Kingdom, Ireland, and Italy

00072-1006-00195

JP 2010-538168

Issued as Japanese Patent No. 5421286