

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7815162

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SYNTHEON 2.0, LLC	05/07/2021
RECEIVING PARTY DATA		
Name:	SYNTHEON NEUROVASCULAR LLC	
Street Address:	13755 S.W. 119TH AVENUE	
City:	MIAMI	
State/Country:	FLORIDA	
Postal Code:	33186	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	18061123
CORRESPONDENCE DATA		
Fax Number:	(206)359-7198	
<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>		
Phone:	(206)359-8000	
Email:	jraucci@perkinscoie.com	
Correspondent Name:	PERKINS COIE LLP	
Address Line 1:	P.O. BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	145404.8001.US09	
NAME OF SUBMITTER:	JESSICA E. RAUCCI	
SIGNATURE:	/Jessica E. Raucci/	
DATE SIGNED:	02/24/2023	
Total Attachments: 9		
source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page1.tif		
source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page2.tif		
source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page3.tif		
source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page4.tif		
source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page5.tif		
source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page6.tif		

source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page7.tif

source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page8.tif

source=2Assignment_Syntheon 2.0, LLC_Syntheon Neurovascular LLC#page9.tif

PATENT ASSIGNMENT AND IP LICENSING AGREEMENT

THIS PATENT ASSIGNMENT AND IP LICENSING AGREEMENT (this "Agreement") is dated as of May 7, 2021 ("Effective Date"), and is made by and between Syntheon 2.0, LLC, a Delaware limited liability company with an address at 13755 S.W. 119th Avenue, Miami, Florida 33186 ("Assignor"), and Syntheon Neurovascular LLC, a Delaware limited liability company with an address at 13755 S.W. 119th Avenue, Miami, Florida 33186 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Series A Preferred Stock Purchase Agreement among Assignee and the investors named therein dated as of May 11, 2021 and the Contribution Agreement among Pulseon, Inc., Syntheon PV, LLC, Assignor, and Assignee dated as of May 7, 2021 (collectively, the "Financing Agreements"), Assignee has agreed to sell, convey, assign and transfer to Pulseon, Inc., at the Closing, certain assets, including the patent rights listed on Schedule A hereto, and to license other intellectual property assets as defined below; and

WHEREAS, to enable Assignee to assign the Assigned Patents (as defined below) and license other Intellectual Property Assets (as defined below) to Pulseon, Inc. as contemplated by the Financing Agreements, Assignor and Assignee are entering into this Agreement, pursuant to which Assignor assigns to Assignee all of Assignor's respective right, title and interest in, to and under the Assigned Patents, and licenses to Assignee such other Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms; Interpretation.** Capitalized terms used but not defined herein shall have the meanings given to them in the Financing Agreement. In the event of any conflict between the terms and conditions of the Financing Agreements and those of this Agreement, the terms and conditions of the Financing Agreements shall govern.

2. **Assignment of Rights in Assigned Patents.** Effective upon the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's respective right, title and interest in, to and under (a) the patents and patent applications listed on Schedule A hereto, (b) all applications and registrations for such patents and patent applications, together with all non-provisionals, continuations, continuations-in-part, continued prosecution applications, divisions, revisions, foreign equivalents, and any other applications and patents claiming priority thereto, (c) all patents that have issued or in the future issue directly or indirectly from any of the foregoing, including utility models, petty patents and design patents and certificates of invention, and (d) all extensions and restorations of any of the foregoing by existing or future extension or restoration mechanisms, including revalidations, renewals, reissuances, reexaminations and supplementary protection certificates with respect to any of the foregoing ((a)-(d), the "Assigned Patents"), (e) any and all rights, benefits, privileges and proceeds under the any of the Assigned Patents throughout the world, including (i) any and all claims by Assignor against third parties for past, present or future infringement of the Assigned Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to

be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment not been made, (ii) the exclusive right to apply for, maintain and claim priority from all applications and registrations, renewals, restorations or extensions thereof, (iii) the exclusive right to grant licenses or other interests therein, (iv) the right to claim priority in all countries in accordance with international law, (v) the right to collect royalties and proceeds in connection with any of the foregoing; (vi) the right to apply for, prosecute, and seek patents throughout the world in respect of any inventions supported in whole or in part by the Assigned Patents; and (vii) all rights of attribution, paternity, integrity, modification, disclosure, withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights") of the Assigned Patents, and (f) trade names, trademarks, service names and service marks (registered and unregistered) listed on Schedule A hereto, and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing and all registrations therefor (collectively, the "Assigned Marks").

3. Licensing of Rights in other Intellectual Property Assets. Effective upon the Effective Date, Assignor hereby grants to Assignee, and Assignee hereby accepts, a perpetual, irrevocable, non-exclusive, royalty-free, fully paid, freely transferable, assignable and sublicensable (through multiple tiers), right and license in the Neurovascular Field of the Intellectual Property Assets (as defined below).

4. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Assigned Marks and Assigned Patents, including any non-provisionals, continuations, divisions, continuations-in part, foreign equivalents, any other applications and patents claiming priority thereto, and any renewals, restorations, registrations, reissuances, reexaminations, supplementary protection certificates or extensions of such Assigned Patents, and to issue any and all letters patent of the United States 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.

5. Assistance. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Assignor will, upon reasonable request, without further or additional consideration, but at the sole cost and expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale and other documents and do such further acts, assignments, transfers and other things, in each case, as reasonably necessary to transfer to Assignee the Assigned Patents and Assigned Marks, to vest and confirm in Assignee the legal title to the Assigned Patents and Assigned Marks, and to perfect Assignee's enjoyment of this grant. At Assignee's request and sole cost and expense, Assignor will render all reasonably requested assistance in making application for or obtaining original patents or non-provisionals, continuations, divisions, continuations-in part, foreign equivalents, any other applications and patents claiming priority thereto, and any renewals, registrations, reissuances, reexaminations, supplementary protection certificates, renewals or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Patents, and in enforcing any rights or choses in action accruing in connection with such applications or patents,

which may include giving testimony in any and all proceedings or transactions involving such applications or patents, and executing preliminary statements, declarations and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Assignor and Assignee.

6. Further Definitions for the License.

- (a) "Control" or "Controlled" means, with respect to Know-How, that Assignor owns or has a license to such Know-How and has the ability to grant to Assignee a license (or sublicense, as applicable) or to extend other rights as provided herein, under such Know-How without violating the terms of any agreement or other arrangement with any Third Party.
- (b) "Device" means (i) the medical device(s) and system(s) discovered or developed by or on behalf of Assignor or its affiliates prior to the Effective Date that utilize cyclical aspiration together with large diameter catheters for use in the Neurovascular Field, (ii) all components of any such device or system, (iii) all accessories for use with any such device or system and (iv) all methods for making or using any such device or system. For clarity, the medical device and system known by Assignor and its affiliates as "ROAR" prior to the Effective Date is a Device.
- (c) "Intellectual Property Assets" means all Know-How (other than the Assigned Patents) that is Controlled by Assignor or any of its Affiliates as of the Effective Date and that is related to the Device, including but not limited to the Know-How listed in Schedule B hereto.
- (d) "Know-How" means any and all know-how, trade secrets, inventions, discoveries, improvements, developments, ideas, concepts, data, results, tools, materials, processes, techniques, procedures, specifications, prototypes, designs, systems, instruments, drawings, compositions, devices, information, methods, formulas, works of authorship or artistry of any type (including software, integrated circuits, printed circuit boards, computer and industrial designs and all related documentation), algorithms, protocols and other data and information, in each case whether or not patentable or copyrightable, including all chemical, biochemical, toxicological, physical, analytical, safety, quality assurance, quality control, and clinical data, technical information, scientific research information, and similar data and information, including any and all forms of media, architecture, and records relating to the foregoing.
- (e) "Neurovascular Field" means medical devices and systems that utilize cyclical aspiration for the treatment of all diseases and conditions other than in the PV Field. For the sake of clarity, medical devices and systems that utilize cyclical aspiration for the treatment of clots that originated elsewhere in the body and traveled to the brain are included in the Neurovascular Field and excluded from the PV Field.

- (f) "PV Field" means medical devices and systems for the treatment of vena cavae, pulmonary and Peripheral Vascular diseases and conditions, including pulmonary embolism, deep vein thrombosis, peripheral arterial occlusion and carotid occlusions. As used herein, the term "Peripheral Vascular" means diseases of the blood vessels (arteries and veins) located outside the heart and brain.

7. Miscellaneous. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Financing Agreements nor shall this Agreement reduce, expand or enlarge any remedies under the Financing Agreements. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), each of which shall be an original, but all of such counterparts together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed in all respects, including validity, interpretation, construction, performance and effect, by the internal laws of the State of Delaware, without regard to its conflict of laws principles that would result in the application of the law of any other state or jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment and IP Licensing Agreement as of the date first set forth above.

ASSIGNOR:

SYNTHEON 2.0, LLC

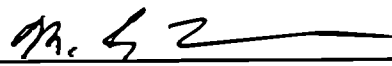
By: 

Name: Sean McBrayer

Title: Manager

ASSIGNEE:

SYNTHEON NEUROVASCULAR LLC

By: 

Name: Sean McBrayer

Title: Manager

WITNESS SIGNATURES


Name: Janette Calvo
Address:


Name: Carolyn Fick
Address:

Schedule A

Assigned Patents

Co	Patent No.	Title	Filing Date	Application No.
US	10531883	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	18-Jul-19	16/516,232
US	10722253	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	12-Nov-19	16/681,564

Assigned Patent Applications

Co	Application No.	Title	Filing Date	Publication No.
WIP O		Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	19-Jul-19	PCT/US2019/042546
US	62/701, 086	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	20-Jul-18	
US	62/750,011	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	24-Oct-18	
US	16/899,514	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	11-Jun-20	
CA	3,105,402	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	23-Dec-20	
CN	TBD	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	18-Mar-21	
EPO	19837037.1	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	13-Jan-21	
JP	2021-503097	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	20-Jan-21	
SG	11202012994P	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	23-Dec-20	
CR	TBD	Aspiration Thrombectomy System and Methods for Thrombosis Removal with Aspiration Catheter	TBD	

Assigned Marks

Type	Name	Filing Date	Registration or Application No. (if applicable)
Trademark (US)	RAPIDPULSE	6-Mar-20	88/824,884
Trademark (CN)	RAPIDPULSE	1-Sep-20	2048913
Trademark (EU)	RAPIDPULSE	4-Sep-20	18302963
Trademark (UK)	RAPIDPULSE	TBD	TBD

Schedule B

Know-How related to catheter design or manufacture
Benchtop models for stroke including models for synthetic clot formation