

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8021450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
APAMA MEDICAL, INC.	10/10/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BOSTON SCIENTIFIC SCIMED, INC.
<b>Street Address:</b>	ONE SCIMED PLACE
<b>City:</b>	MAPLE GROVE
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55311
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11439298
<b>Patent Number:</b>	11116585
<b>Application Number:</b>	17399516
<b>Application Number:</b>	18313219
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)377-4814
<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>	303-583-9923
<b>Email:</b>	aimee.miller@nelsonmullins.com, ipdocket@nelsonmullins.com
<b>Correspondent Name:</b>	NELSON MULLINS RILEY & SCARBOROUGH LLP
<b>Address Line 1:</b>	ONE WELLS FARGO CENTER
<b>Address Line 2:</b>	301 SOUTH COLLEGE STREET, 23RD FLOOR
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28203
<b>ATTORNEY DOCKET NUMBER:</b>	051666/12618
<b>NAME OF SUBMITTER:</b>	AIMEE MILLER
<b>SIGNATURE:</b>	/aimee miller/
<b>DATE SIGNED:</b>	06/22/2023
<b>Total Attachments: 6</b>	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of October 10, 2017, by Apama 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 certain intellectual property rights under Assignee, Assignor desires to assign and transfer to Assignee all of Assignor's interest in such intellectual property rights in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of the date hereof, Assignor distributed to its sole shareholder, Assignee, such intellectual property rights (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 and Assignee hereby agree as follows:

### ARTICLE I – DEFINITIONS.

Section 1.1 "Intellectual Property Rights" means any intellectual and industrial property rights of any type or nature in any jurisdiction throughout the world, including without limitation:

(a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, together with the invention(s) disclosed therein, including all issuances, reissues, extensions, reexaminations, renewals, divisions, substitutions, continuations or continuations-in-part of such patents, all patents which claim priority to said patents and all associated rights under the International Convention;

(b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(c) rights in copyrightable subject matter or protectable designs, including, but not limited to, copyrights and copyright applications;

(d) trade secrets, know-how, formulae, methods, techniques, and processes;

(e) computer programs or data in computerized form, whether in object code, source code or other form; 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, whether or not registered or registrable and including all applications (or rights to apply) for and renewals and extensions of such rights.

Section 1.2 "Apama Intellectual Property" means Assignor's entire right, title and interest in and to Intellectual Property Rights that are owned by Assignor, including, but not limited to, the patents and patent applications listed on Schedule A and the trademarks and trademark applications listed on Schedule B.

Section 1.3 "Licensed-In Intellectual Property" means Assignor's entire right, title and interest in or to Intellectual Property Rights that are owned by a third party and licensed or granted to Assignor.

## **ARTICLE II- ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.**

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys absolutely unto Assignee:

- (a) all its right, title and interest in the Apama Intellectual Property free from all encumbrances;
- (b) all its right, title and interest in the Licensed-In Intellectual Property (but solely to the extent transfer is permitted by the applicable agreements); and
- (c) all benefits, privileges, causes of action, common law rights, and remedies relating to the foregoing throughout the world, including, without limitation, all of Assignor's rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) for past, present and future infringement or other violation thereof, and (iii) grant licenses or other interests therein.

Section 2.2 Recordation and Cooperation in Transfer. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment. 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 Licensed-In Intellectual Property to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Licensed-In Intellectual Property, 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 Licensed-In Intellectual Property 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 Assignment.

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 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

Apama Medical, Inc.

By

  
Mark R. Slicer

Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

By

  
Vance R. Brown

Vice President and Secretary

**Schedule A**

**Apama Patents and Patent Applications**

<b>Country</b>	<b>Publication No.</b>	<b>Application No. Patent No.</b>	<b>Filing Date</b>
United States of America		61/809,629	Apr 8, 2013
United States of America		61/809,646	Apr 8, 2013
United States of America		61/895,880	Oct 25, 2013
United States of America		61/809,636	Apr 8, 2013
United States of America		61/864,335	Aug 9, 2013
United States of America		61/829,985	May 31, 2013
United States of America		61/820,992	May 8, 2013
United States of America		61/821,001	May 8, 2013
United States of America		61/821,014	May 8, 2013
United States of America		61/934,640	Jan 31, 2014
United States of America		61/939,185	Feb 12, 2014
United States of America		61/934,647	Jan 31, 2014
United States of America		61/939,646	Feb 13, 2014
United States of America		62/052,937	Sep 19, 2014
United States of America		61/945,005	Feb 26, 2014
United States of America		61/947,950	Mar 4, 2014
United States of America		62/043,357	Aug 28, 2014
United States of America		62/025,378	Jul 16, 2014
United States of America		62/127,651	Mar 3, 2015
United States of America		62/142,398	Apr 2, 2015
United States of America		62/150,207	Apr 20, 2015
United States of America		62/016,585	Jun 24, 2014
United States of America		62/149,438	Apr 17, 2015
United States of America		62/154,978	Apr 30, 2015
United States of America		62/255,895	Nov 16, 2015
United States of America		62/259,596	Nov 24, 2015
United States of America		62/309,359	Mar 16, 2016
United States of America		62/324,175	Apr 18, 2016
United States of America		62/185,356	Jun 26, 2015
United States of America		62/326,546	Apr 22, 2016
United States of America		62/202,029	Aug 6, 2015
United States of America		62/484,378	Apr 11, 2017
United States of America		62/523,198	Jun 21, 2017
United States of America	US-2014-0357956-A1	14/248,288	Apr 8, 2014
United States of America	US-2016-0000500-A1	14/850,820	Sep 10, 2015
United States of America		15/663,523	Jul 28, 2017
United States of America	US-2016-0051321-A1	14/749,507	Jun 24, 2015
United States of America	US-2017-0143201-A1	15/194,444	Jun 27, 2016
PCT	WO 2014/168987	PCT/US2014/033393	Apr 8, 2014
PCT	WO 2015/200518	PCT/US2015/037487	Jun 24, 2015
PCT	WO 2017/087549	PCT/US2016/062323	Nov 16, 2016
PCT		PCT/US2017/028174	Apr 18, 2017

PCT	WO 2016/210437	PCT/US2016/039646	Jun 27, 2016
PCT	WO 2017/024306	PCT/US2016/046032	Aug 8, 2016
Australia		2014251039	Apr 8, 2014
China	CN 10657842 A	201580044066.3	Jun 24, 2015
Canada		2908517	Apr 8, 2014
China	CN 105228547 A	201480029141.4	Apr 8, 2014
European Patent Office	3160359	15811644.2	Jun 24, 2015
European Patent Office	2983603	14782484.1	Apr 8, 2014
Hong Kong		17105841.1	Jun 24, 2015
Hong Kong	1219401A	16107415.4	Jun 24, 2016
Israel		241861	Apr 8, 2014
India		9131/DELNP/2015	Apr 8, 2014
Japan	2016-515442	2016-507621	Apr 8, 2014
Republic of Korea		10-2015-7031889	Apr 8, 2014

**Schedule B**

**Apama Trademarks and Trademark Applications**

<b>Mark Country</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
ROSETTA European Union	009039207	9/23/2010	009039207
APAMA MEDICAL, INC. European Union	009042565	9/14/2010	9042565
APAMA European Union	009042573	9/14/2010	9042573
APAMA United States	86/172,450	10/11/2016	5059886
MISCELLANEOUS DESIGN United States	87/321,037	8/22/2017	5271202
MISCELLANEOUS DESIGN United States	A0068689		