

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8066577

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MEDTRONIC ARDIAN LUXEMBOURG S.A.R.L.	06/02/2020
RECEIVING PARTY DATA		
Name:	MEDTRONIC IRELAND MANUFACTURING UNLIMITED COMPANY	
Street Address:	10 EARLSFORT TERRACE	
City:	DUBLIN 2	
State/Country:	IRELAND	
Postal Code:	D02 T380	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14824155
CORRESPONDENCE DATA		
Fax Number:	(651)735-1102	
<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:	651-735-1100	
Email:	pairedocketing@ssiplaw.com, rs.patents.two@medtronic.com	
Correspondent Name:	SHUMAKER & SIEFFERT, P.A.	
Address Line 1:	1625 RADIO DRIVE	
Address Line 2:	SUITE 300	
Address Line 4:	WOODBURY, MINNESOTA 55125	
ATTORNEY DOCKET NUMBER:	P0041121.USC66	
NAME OF SUBMITTER:	JONATHON ACHEY	
SIGNATURE:	/jonathon ahey/	
DATE SIGNED:	07/19/2023	
Total Attachments: 7		
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DATED JUNE 2, 2020

(1) MEDTRONIC ARDIAN LUXEMBOURG SARL

(2) MEDTRONIC IRELAND MANUFACTURING UNLIMITED COMPANY

ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS

ARTHUR COX

THIS ASSIGNMENT is dated June 2, 2020, with retroactive effect as of April 27, 2020 (the "Assignment")

BETWEEN:

- (1) **MEDTRONIC ARDIAN LUXEMBOURG SARL**, a Luxembourg limited liability company registered under the company number B158983 and having its registered address at 40, Av Monterey, L-2163 Luxembourg (the "Assignor");
- (2) **MEDTRONIC IRELAND MANUFACTURING UNLIMITED COMPANY**, registered under the company number 314836 and having its registered address at 10 Earlsfort Terrace, Dublin 2, D02 T380 (the "Assignee").

(each a "Party" and together the "Parties").

BACKGROUND:

- (A) The Assignor wishes to transfer to the Assignee all of its Intellectual Property Rights which it holds in the Ardian IP.
- (B) Accordingly, the Assignor and the Assignee have entered into this Assignment.

IT IS AGREED:

1. **Definitions**

In this Assignment, the following terms shall have the meanings set out below:

"**Ardian IP**" means the Intellectual Property Rights relating to any medical device products for catheter-based therapies to treat hypertension and related conditions, including any generators and related accessories;

"**Ardian Patents**" means any registered patents in force and effect in the Territory relating to the Ardian IP including those patents which are set out in Schedule 1;

"**Ardian Trade Marks**" means any registered trade marks in force and effect in the Territory relating to the Ardian IP including those trade marks which are set out in Schedule 2;

"**Assigned Rights**" means all right, title and interest, including the Intellectual Property Rights, in and to the Ardian IP, whether owned by or licensed to the Assignor;

"**Effective Date**" means April 27, 2020;

"**Intellectual Property Rights**" means all right, title and interest in and to any and all intellectual property, in force and effect anywhere in the world, including all intellectual property rights in any of the following: (a) patents (including the Ardian Patents), applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (b) proprietary and non-public technical information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, Know-how (including secret processes or formulae or other secret information concerning industrial, commercial or scientific experience), technology, procedures and documentation relating to any of the foregoing; (c) works of authorship (whether or not published) and copyrights and related rights (including copyright in computer software) and database rights; (d) unregistered trade marks, trade mark registrations (including the Ardian Trade Marks), trade mark applications, trade dress and logos, and the goodwill associated with and symbolized by any of the foregoing and rights to

prevent passing off or unfair competition; (e) registered designs, utility models and unregistered designs; (f) any regulatory approvals; and (g) any other intellectual property and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications (and rights to apply for) and any common law and statutory rights associated therewith, in each case in or relating to the Ardian IP and “Intellectual Property” shall be construed accordingly;

“**Know-how**” means all technical, clinical, regulatory, medical and/or commercial data and other information relating to the Ardian IP and any other know-how, trade secrets and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm) including technical information, manufacturing know-how, formulae, schematics, test methodologies, test results or reports, project reports and testing procedures, data, derivatives, intermediates, results (including interpretations of results), information relating to the working of any product, process, invention, improvement or development, instruction and training manuals, tables of operating conditions, information concerning intellectual property portfolio and strategy, market forecasts, market research reports, information relating to research and development and business development and planning reports and any information derived from any of them; tools, concepts, techniques, frameworks, solutions, methods, processes, patterns, work-arounds, methodologies, algorithms and specifications, and any and all instantiations or embodiments of the foregoing in any form and embodied in any media;

“**Territory**” means the United States, Europe and Japan;

1.1 In this Assignment, unless the context otherwise requires:

- (a) any reference to a clause or schedule is to the relevant clause or schedule of or to this Assignment;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Assignment;
- (c) use of the singular includes the plural and vice versa;
- (d) use of any gender includes the other genders;
- (e) any reference to “persons” includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality); and
- (f) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2 The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment and any references to this Assignment includes the Schedules.

2. Assignment

2.1 In consideration of the issuance of a loan note in the sum of USD\$924,000,000, being the aggregate market value of the Ardian IP (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the Assignor hereby irrevocably assigns, transfers and conveys all of its beneficial right, title and interest in and to the Assigned Rights to the Assignee in the Territory only, absolutely and unconditionally, with effect from the Effective Date. To the extent that any of the Assigned Rights are incapable of

being assigned to the Assignee in the Territory, then the Assignor hereby grants to the Assignee, with effect from the Effective Date, an exclusive, worldwide, perpetual, irrevocable, sub-licensable licence to use and exploit the Assigned Rights in the Territory without any limitation. To the extent that the Assignor cannot assign or exclusively license any of the Assigned Rights to the Assignee in the Territory, it is agreed that any such rights (including, where applicable, any moral right, such as a right of paternity or integrity) shall be irrevocably and unconditionally waived by the Assignor in the Territory and shall not be exercised against the Assignee or its successors in title in the Territory with effect from the Effective Date.

- 2.2 The Assignor confirms that the assignment (and, where applicable, the licence and waiver) in Clause 2.1 is made together with all statutory and common law rights and goodwill in and to the Assigned Rights in the Territory together with all the rights of action, powers and benefits belonging to the same, including the right to bring, make, oppose, defend, appeal and obtain relief for (and to retain any damages recovered) in respect of any proceedings, claims or actions for infringement, or any other cause of action arising from ownership of any of the Assigned Rights (whether past, present or future) and the right to grant licences of or other interests in the Assigned Rights in the Territory.

3. Purchase Price Adjustment

If the consideration paid under Clause 2.1 of this Assignment is subject to adjustment by a tax authority, either through a final administrative decision or a final decision in a court of law involving any of the Parties, the Assignee shall make an additional payment or the Assignor shall make a rebate of the consideration previously paid to reflect such adjustment. To the extent requested by a Party, the Parties agree to pursue all reasonable legal remedies to avoid double taxation that may result from such an adjustment by a governmental tax authority or from any conforming or correlative adjustments that may be necessary on account of such adjustment.

4. Warranty

The Assignor warrants to the Assignee that it is the sole beneficial owner of all right, title and interest in and to the Assigned Rights in the Territory.

5. Further assurance

The Assignor shall, at no additional charge, as required or deemed appropriate by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Assignment and secure to the Assignee the full benefit of the rights in this Assignment.

6. Variation

No variation of this Assignment shall be effective unless it is in writing and executed by the Parties.

7. Entire Agreement

This Assignment represents the entire agreement between the Parties with respect to its subject matter and supersedes, extinguishes and replaces all prior agreements, arrangements, letters and discussions between the Parties in relation to such matters. Each Party confirms that it has not relied upon any representations not recorded in this Assignment inducing it to enter into this Assignment.

8. Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment but all the counterparts shall together constitute the same Assignment.

9. Governing law and jurisdiction

This Assignment shall be governed by and construed in accordance with the laws of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland in relation to all matters arising out of or in connection with this Assignment.

Each of the Parties to this Assignment has caused this Assignment to be executed on its behalf by its duly authorized officer, to be effective as of the Effective Date.

**Signed on behalf of MEDTRONIC ARDIAN
LUXEMBOURG SARL**

Signature



Name (block capitals)

Salvador Sens

**Signed on behalf of MEDTRONIC
IRELAND MANUFACTURING
UNLIMITED COMPANY**

Signature

Name (block capitals)

Ronan MacGabhann

Each of the Parties to this Assignment has caused this Assignment to be executed on its behalf by its duly authorized officer, to be effective as of the Effective Date.

Signed on behalf of MEDTRONIC ARDIAN
LUXEMBOURG SARL

Signature

.....

Name (block capitals)

Salvador Sens

.....

Signed on behalf of MEDTRONIC
IRELAND MANUFACTURING
UNLIMITED COMPANY

Signature

.....

Name (block capitals)

Ronan MacGabhann

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