

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8390589

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THORATEC LLC	11/16/2015
RECEIVING PARTY DATA		
Name:	TC1 LLC	
Street Address:	1209 ORANGE STREET	
Internal Address:	CORPORATION TRUST CENTER	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17024454
CORRESPONDENCE DATA		
Fax Number:		
<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:	2246682839	
Email:	rosario.guadarrama@abbott.com	
Correspondent Name:	LAURA HUPP	
Address Line 1:	5050 NATHAN LANE N.	
Address Line 4:	PLYMOUTH, MINNESOTA 55442	
ATTORNEY DOCKET NUMBER:	CD-1190 (P01162)USC2	
NAME OF SUBMITTER:	ROSARIO GUADARRAMA	
SIGNATURE:	/ROSARIO GUADARRAMA/	
DATE SIGNED:	01/19/2024	
Total Attachments: 8		
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**ASSIGNMENT AGREEMENT
BETWEEN
THORATEC LLC
AND
TC1 LLC**

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into effective as of November 16, 2015, at 9:00 AM ("Effective Date") by and between:

THORATEC LLC ("THORATEC"), a limited liability company organized and existing under the laws of California, having a registered office at CT Corporation 818 West Seventh Street Suite 930, Los Angeles, CA 90017 ("Assignor"); and

TC1 LLC ("TC1"), a limited liability company organized and existing under the laws of Delaware, having a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington New Castle, DE 19801 ("Assignee")

(Assignor and Assignee are collectively referred to as the "Parties" and each individually referred to as a "Party").

RECITALS

As of the Effective Date, Assignor has agreed to assign to Assignee all of its intellectual property, including, without limitation, intellectual property rights relating to the technologies embodied in Assignor's products, under certain terms and conditions.

Assignor and Assignee now wish to set forth in writing the terms and conditions of the assignment in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings and definitions set forth below:

- 1.1 "Confidential Information" shall mean and include all worldwide information, not in the public domain, that relates to (i) any or all of the Intangible Property (as defined below), (ii) any products that incorporate or make use of, directly or indirectly, the Intangible Property, or (iii) the business, plans, affairs or activities of Assignor relating to products that incorporate or make use of, directly or indirectly, the Intangible Property, as of the Effective Date.
- 1.2 "Intangible Property" shall mean and include, anywhere in the world, (i) all intellectual property rights, including, without limitation, intellectual property rights relating to The Technology, and any other technologies embodied in products designed or developed by Assignor, and any patents, trademarks, utility models, design rights, copyrights, shop rights, database rights and other intellectual property rights, whether registered or unregistered, and including all applications for and rights to apply for the same, including the right to claim for any such patent

applications the full benefits and priority rights of each application under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; (ii) all technical information and all know-how, confidential and non-confidential, including, without limitation, all computer software, research data, trade secrets, inventions, formulas, processes, methods, techniques, operating manuals, equipment and parts lists, product packaging instructions, product and production specifications, analytical and evaluation methods, sources and specifications for raw materials, efficacy, toxicity and general health and safety information and data, environmental compliance and regulatory information and data, research and development records and manufacturing and product application know-how and (iii) all other intangible property, to the extent all of the above were owned by, or subject to a legal obligation to be assigned to, Assignor, except "Intangible Property" shall not include the agreements listed in Exhibit A.

- 1.3 "The Technology" shall mean and include products for extracorporeal, percutaneous or implantable mechanical circulatory support systems, including associated pumps, coatings, control systems, computer systems, software, firmware, power sources and accessories; VAD Surgical Implant System "SIS" and the Apica ASC™ system (Access, Stabilization & Closure) platform technology supporting the delivery of transcatheter aortic and mitral valves for the treatment of structural heart disease and associated Access and Stabilization Implant; surgical tools for implanting any of the preceding; vascular grafts; oxygenators; products or devices using pumps or related circuit components, including without limitation oxygenators, tubing, connectors, and cannulae, as well as a counter-pulsation device or other mechanically actuated assistance, that is designed, marketed or knowingly sold for use to assist, supplement, enhance or support intracorporeally, extracorporeally or paracorporeally, the heart or cardiovascular circulatory system; and implantable maglev pumps, including any software, controller, or other item directly related to such pump products and systems sold under the Thoratec™, HeartMate™, HeartMate II™, HeartMate 3™, HeartMate PHP™, CentriMag™, PediVas™, PediMag™, PVAD™, IVAD™, DuraHeart II™ trademarks; and all technologies enabled by the preceding.

Section 2 - Grant and Scope of Assignment

- 2.1 Subject to the terms and conditions of this Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, grants and conveys to Assignee, and Assignee hereby accepts, all worldwide exclusive right, title, and interest to all Intangible Property and all Confidential Information, along with any goodwill and going concern value attributable to the Intangible Property or Confidential Information.
- 2.2. To the fullest extent permitted by law, Assignor also assigns, grants and conveys to Assignee the right to sue third parties for unauthorized use of its Intangible Property and rights in Confidential Information in the past, including the right to any future recoveries for such use, including damages for past infringement of the Intangible Property.
- 2.3. The Parties agree that to the extent there are any legal impediments to assigning any portion of the Intangible Property and / or Confidential Information to Assignee as of the Effective Date that the Assignor shall assign, grant, and convey to Assignee all

such Intangible Property and / or Confidential Information as soon as it is legally possible after the Effective Date.

2.4. The Parties agree and confirm that upon these assignments:

- (a) Assignee has the worldwide exclusive right to use the Intangible Property and Confidential Information for purposes of directly and indirectly developing, enhancing, maintaining, protecting and exploiting Assignee's own intangible property ("Assignee Intangible Property") and to research, develop, manufacture, sell or otherwise use and/or commercialize products, all without any obligation to Assignor and without creating any ownership rights in Assignor. For avoidance of doubt, Assignor will not acquire any ownership interest in any Assignee Intangible Property based on any use of the Intangible Property or Confidential Information.
- (b) Assignee is entitled to freely assign, license, and otherwise dispose of the Intangible Property and Confidential Information without any obligation to Assignor.
- (c) Assignor retains no interest in the Intangible Property and Confidential Information.
- (d) With respect to Intangible Property that was derived from an NIH grant and therefore subject to certain NIH obligations, Assignee represents and warrants that it will comply with the intellectual property requirements described in the applicable NIH Grants Policy Statements to which Assignor was bound to comply, including 37 C.F.R. Part 41.

Section 3 - Assignor's Responsibilities

- 3.1 Assignor agrees to execute and deliver to Assignee upon request any further paperwork that may be required to effect, register, record, or otherwise document the assignments herein, including with any government, court or other authority.
- 3.2 Assignor will cause any individual or entity who has a legal obligation to assign to Assignor any Intangible Property or Confidential Information to do so, to the extent the individual or entity has not done so already. Assignor assigns to Assignee the right to enforce such legal obligations to the extent Assignor is unwilling or unable to do so.
- 3.3 Assignor agrees to disclose, or otherwise make available, to Assignee all Intangible Property and all Confidential Information. At Assignee's request, Assignor shall make available to Assignee a data package that includes all of the Intangible Property and any Confidential Information requested by Assignee.
- 3.4 At Assignee's request, Assignor will furnish Assignee and its designees with reasonable assistance relating to use of the Intangible Property and the Confidential Information, including assistance with its use to manufacture, sell, lease, use, import, distribute or otherwise commercially exploit products.

- 3.5 Assignor will provide Assignee with such assistance as Assignee reasonably requests in connection with any action to assert rights to the Intangible Property or Confidential Information against any third party.
- 3.6 At Assignee's request, Assignor (or Assignor's designee) shall furnish Assignee with a reasonable quantity of any of Assignor's promotional materials, in the English language, for products that make use of, directly or indirectly, the Intangible Property or Confidential Information and that are manufactured by, or on behalf of, Assignor or its licensee(s)/sublicensee(s). Assignee shall have the right to reproduce, modify and/or translate any or all such promotional materials without obligation to Assignor.

Section 4 – Indemnity

- 4.1 To the fullest extent permitted by law, Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any and all losses, damages, obligations, demands, suits at law or in equity, violations, penalties, costs and expenses resulting or arising from any claim that Assignor did not actually possess, and therefore was not able to assign to Assignee, any of the Intangible Property registered in its name with any government authority as of the Effective Date.
- 4.2 Assignor shall have no responsibility for use of the Intangible Property and Confidential Information by Assignee, its licensees, or designees after the Effective Date. Assignee shall be solely responsible for any and all actions, claims, and demands arising out of or relating to such use, including, but not limited to, any and all product liability actions, claims, and demands, such as claims alleging defects in manufacturing of products, defects in design of products, or failure to warn of dangers or to provide adequate use instructions for products. To the fullest extent permitted by law, Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all losses, damages, obligations, demands, suits at law or in equity, violations, penalties, costs and expenses resulting or arising from such use.

Section 5 – Delegation of Rights and Successors in Interest

- 5.1 Assignor will have no right or power to delegate the performance of any of its responsibilities or duties under this Agreement, without the prior written authorization of the Assignee.
- 5.2 This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective successors, successors in title, and assigns, and each Party agrees on behalf of it, its successors, successors in title, and assigns, to execute any instruments that may be necessary to carry out and execute the purpose and intentions of this Agreement and hereby authorizes and directs its successors, successors in title, and assigns to execute any and all such instruments. Each and every successor in interest to either Party shall hold the interest subject to all of the terms and provisions of this Agreement. The rights of the Parties, and their successors in interest, as among themselves shall be governed by the terms of this Agreement, and the right of either Party or successor in interest to assign, sell, or otherwise transfer or deal with its interests under this Agreement shall be subject to the limitations and restrictions of this Agreement.

Section 6 - Compliance with Applicable Laws

- 6.1 In the exercise of their respective rights and the performance of their respective obligations under this Agreement, each Party shall comply with all applicable laws, regulations and governmental orders.

Section 7 - Enforcement of Agreement

- 7.1 Governing Law and Dispute Resolution. This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its rules governing conflicts of laws. The courts located within the State of Minnesota shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement. The Parties hereby consent to the personal jurisdiction of the courts located in the State of Minnesota for the resolution of disputes hereunder.
- 7.2 Legal Expenses. The prevailing Party in any legal proceeding brought by one Party against the other Party and arising out of or in connection with this Agreement shall be entitled to recover its legal expenses, including court costs and reasonable attorneys' fees.

Section 8 - General Provisions

- 8.1 Independent Contractors. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed (a) to constitute the Parties as principal and agent, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (b) to authorize either Party to enter into any contract or other binding obligation on the part of the other Party, and neither Party shall represent to any other person, firm, corporation or other entity that it is authorized to enter into any such contract or other obligation on behalf of the other Party.
- 8.2 Waivers. The failure of either Party to assert any of its rights under this Agreement shall not be deemed to constitute a waiver of that Party's right thereafter to enforce each and every provision of this Agreement in accordance with its terms.
- 8.3 Subject Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 8.4 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to a final judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.
- 8.5 Force Majeure. No Party hereto shall be considered to be in breach of its obligations hereunder if it shall fail to fulfill the same for reasons arising wholly or principally from acts of God, war, riot, civil commotion, tempest, flood, strike, lock-out or any

other circumstances beyond the control of the Party which would, but for the provisions of this section, be in default of its obligations under this Agreement. If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes, such Party shall give written notice to the other of such inability stating the cause in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the cause ceasing to have effect, the Party relying upon it shall give written notice thereof to the other.

- 8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.
- 8.7 Notices. All notices, reports, invoices and other communications between the Parties shall be in writing and sent by facsimile or email, by registered mail, postage prepaid and return receipt requested, or by overnight courier. All such communications shall be sent to a Party at the address shown at the beginning of this Agreement or to such other address of which the receiving Party has given prior notice to the sending Party. All such communications shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.
- 8.8 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each Party. Approvals or consents hereunder of a Party shall also be in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by a duly authorized officer, effective as of the Effective Date.

THORATEC LLC

By: 

Name: Donald Zurpay

Title: President

Date: November 16, 2015

TC1 LLC

By: 

Name: Jeffrey Dallager

Title: Treasurer

Date: November 16, 2015

Exhibit A

	Name of Agreement	Licensor	Effective Date
1.	License Agreement and First Amendment to License Agreement	The Penn State Research Foundation	October 3, 2006 and October 2, 2013
2.	Intellectual Property License Agreement	Datascope Corp.	January 25, 2010
3.	Patent Cross License Agreement	Texas Heart Institute	September 15, 2011
4.	Sublicense Agreement	Terumo Corporation	June 30, 2013