

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI191433

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	QUITCLAIM ASSIGNMENT AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Incisive Surgical, Inc.		04/24/2024
RECEIVING PARTY DATA		
Company Name:	CooperSurgical, Inc.	
Street Address:	75 Corporate Drive	
City:	Trumbull	
State/Country:	CONNECTICUT	
Postal Code:	06611	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Patent Number:	9713472	
Patent Number:	8821517	
Patent Number:	8074857	
Patent Number:	7112214	
Patent Number:	7950559	
Patent Number:	7686200	
Patent Number:	6726705	
Patent Number:	8066736	
Patent Number:	7547315	
Patent Number:	D532107	
Patent Number:	9592049	
Patent Number:	8940016	
Patent Number:	8100939	
Patent Number:	D752219	
Patent Number:	D635259	
Patent Number:	7682372	
Patent Number:	7033379	
Patent Number:	9844377	
Patent Number:	10805747	
Application Number:	15843361	

PATENT

Property Type	Number
Application Number:	16059369
Application Number:	14851308
Application Number:	16671281
Application Number:	17323220

CORRESPONDENCE DATA

Fax Number: 8777697945

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.

Phone: 6175425070

Email: apsi@fr.com,forrest@fr.com

Correspondent Name: Michael Hamlin

Address Line 1: Fish & Richardson P.C.

Address Line 2: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 19671-0147001

NAME OF SUBMITTER: Cheryl Forrest

SIGNATURE: Cheryl Forrest

DATE SIGNED: 04/25/2024

Total Attachments: 8

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QUITCLAIM ASSIGNMENT AGREEMENT

THIS QUITCLAIM ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is made by and between:

Incisive Surgical, Inc., a Minnesota corporation, having an address of 75 Corporate Drive, Trumbull, CT 06611 USA (“**ASSIGNOR**”); and

CooperSurgical, Inc., a Delaware corporation, having an address of 75 Corporate Drive, Trumbull, CT 06611 USA (“**ASSIGNEE**”).

Each of ASSIGNOR and ASSIGNEE may be referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, ASSIGNOR has developed, been assigned, or otherwise acquired rights or interests in and to certain inventions, discoveries, creations, patent applications, and patents, including the patent rights set forth on attached **Schedules 1 and 2** (the “**Subject Matter & Rights**”).

WHEREAS, each of the Parties desires for ASSIGNOR to assign to ASSIGNEE any and all rights, title, and interests ASSIGNOR may possess or claims to possess in and to the Subject Matter & Rights (the “**Assigned Subject Matter & Rights**”), as more fully set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT

- 1.1 Assignment.** ASSIGNOR hereby agrees to, and does hereby, assign, transfer, grant, convey, and otherwise relinquish to ASSIGNEE, its successors, assigns and other legal representatives, and ASSIGNEE hereby accepts, any and all outstanding right, title, and interest ASSIGNOR may have or claim to have, worldwide, in and to the Assigned Subject Matter & Rights, regardless of source, including, without limitation: (a) all rights to enforce the Assigned Subject Matter & Rights, including the right to pursue, sue, collect, recover and otherwise retain, in ASSIGNEE’s name or otherwise, any damages, sums and/or any other remedies arising from any past, present, or future infringement of the Assigned Subject Matter & Rights; and (b) the right to claim priority based on and the benefit of the filing date of any applications for the Assigned Subject Matter & Rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal

representatives, as fully and entirely (including as of the earliest relevant time) as the same would have been held and enjoyed by ASSIGNOR if this assignment to ASSIGNEE had not been made.

- 1.2 Recordal/Specific Authorizations.** Without limiting Section 1.1 above, ASSIGNOR hereby authorizes the U.S. Patent and Trademark Office, and any foreign counterpart(s) or agencies, to issue any patents resulting from or relating to the Assigned Subject Matter & Rights to ASSIGNEE (or its successors, assigns and other legal representatives).
- 1.3 Further Obligations.** ASSIGNOR will, when and as requested, execute, deliver and acknowledge all such further documents and do and perform all such other acts and things as are needed and that ASSIGNEE may require to effectuate the assignment, transfer and recordation, and the transfer of responsibility of any proceedings (including, but not limited to, administrative proceedings before the U.S. Patent and Trademark Office).

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties.

- (a) ASSIGNOR hereby represents and warrants to ASSIGNEE that:
- (i) it has the lawful rights and authority to assign and transfer any and all of its rights and interests in and to the Assigned Subject Matter & Rights, as set forth herein; and
 - (ii) to its knowledge it has neither assigned nor granted any license, interest, or other rights in or to the Assigned Subject Matter & Rights, and it is under no obligation to grant any such license, interest or rights to any entity or person.

3. MISCELLANEOUS PROVISIONS

- 3.1 Entire Agreement.** This Assignment Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter hereof.
- 3.2 Amendments; Severability.** Amendment or modification of this Assignment Agreement shall be valid or binding on the Parties if made in writing and signed on behalf of each Party. In the event that any provision contained in this Assignment Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect any other provisions of

this Assignment Agreement, and this Assignment Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

- 3.3** [Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.]

[signature pages follow]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment Agreement, by their respective and duly authorized representative on the day and year written.

ASSIGNOR:

Agostino Ricupati
(Signature)

Printed Name: Agostino Ricupati

Title: Vice-President

Date: April 24, 2024

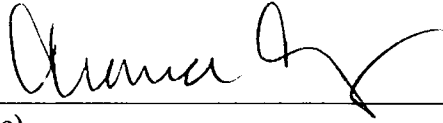
Witnessed by:

Beverly A. Amey-Nicholl
(Signature)

Printed Name: Beverly A. Amey-Nicholl

Date: April 24, 2024

ASSSIGNEE



(Signature)

Printed Name: Aloma Avery

Title: Secretary

Date: April 24, 2024

Witnessed by:



(Signature)

Printed Name: RHONDA FERRITER


Date: April 24, 2024

SCHEDULE 1

US PATENTS:

Patent No.	Title	Assignee	Issued
9713472	Mechanical method and apparatus for bilateral tissue fastening	Incisive Surgical, Inc.	07/25/2017
8821517	Mechanical method and apparatus for bilateral tissue fastening	Incisive Surgical, Inc.	09/02/2014
8074857	Method and apparatus for tissue fastening with single translating trigger operation	Incisive Surgical, Inc.	12/13/2011
7112214	Dynamic bioabsorbable fastener for use in wound closure	Incisive Surgical, Inc.	09/26/2006
7950559	Mechanical method and apparatus for bilateral tissue fastening	Incisive Surgical, Inc.	05/31/2011
7686200	Mechanical method and apparatus for bilateral tissue fastening	Incisive Surgical, Inc.	03/30/2010
6726705	Mechanical method and apparatus for bilateral tissue fastening	Incisive Surgical, Inc.	04/27/2004
8066736	Dynamic bioabsorbable fastener for use in wound closure	Incisive Surgical, Inc.	11/29/2011
7547315	Mechanical method and apparatus for tissue fastening	Incisive Surgical, Inc.	06/16/2009
D532107	Tissue fastening instrument	Incisive Surgical, Inc.	11/14/2006
9592049	Mechanical method and apparatus for sequential tissue fastening	Incisive Surgical, Inc.	03/14/2017
8940016	Mechanical method and apparatus for sequential tissue fastening	Incisive Surgical, Inc.	01/27/2015
8100939	Mechanical method and apparatus for sequential tissue fastening	Incisive Surgical, Inc.	01/24/2012
D752219	Tissue fastening instrument	Incisive Surgical, Inc.	03/22/2016
D635259	Tissue fastening instrument	Incisive Surgical, Inc.	03/29/2011
7682372	Sequential tissue forceps for use in tissue fastening	Incisive Surgical, Inc.	03/23/2010
7033379	Suture lock having non-through bore capture zone	Incisive Surgical, Inc.	04/25/2006
9844377	Method and Apparatus for Wound Closure with Sequential Tissue Positioning and Retention	Incisive Surgical Inc.	12/19/17
10805747	Surgical Fastening Instrument	Incisive Surgical Inc.	10/02/18

US PATENT APPLICATIONS:

Application No.	Publication No.	Title	Assignee	Filed
15/843361	US2018/0125493	Method and apparatus for wound closure with sequential tissue positioning retention	Incisive Surgical, Inc.	12/15/2017
16/059369		Mechanical method and apparatus for bilateral tissue fastening	Incisive Surgical, Inc.	08/09/2018

FOREIGN PATENTS:

Country	Patent No.	Title	Applicant
EP (UK, FR, GE)	1545385 B1	Apparatus for bilateral tissue fastening	Incisive Surgical, Inc.
JP	4786902 B2	Apparatus for bilateral tissue fastening	Incisive Surgical, Inc.
EP (UK, FR, GE)	1531736	Dynamic bioabsorbable fastener for use in wound closure	Incisive Surgical, Inc.
JP	4437317	Dynamic bioabsorbable fastener for use in wound closure.	Incisive Surgical, Inc.

FOREIGN PATENT APPLICATIONS:

Country	Application No.	Publication No.	Title	Applicant
EP	15783123	3128926 A	Method and apparatus for wound closure with sequential tissue positioning retention	Incisive Surgical
JP	2017507677	2017515627 A	Method and apparatus for wound closure with sequential tissue positioning retention	Incisive Surgical

SCHEDULE 2

Publication Number	Application Number	Authority	Filing Date	Pub. Date	Title
<u>US10085747B2</u>	US14/851308	United States	2015-09-11	2018-10-02	Surgical fastening instrument
<u>US11045195B2</u>	US15/843361	United States	2017-12-15	2021-06-29	Method and apparatus for wound closure with sequential tissue positioning and retention

<u>US10492782B2</u>	US16/059369	United States	2018-08-09	2019-12-03	Mechanical method and apparatus for bilateral tissue fastening
<u>US11419607B2</u>	US16/671281	United States	2019-11-01	2022-08-23	Mechanical method and apparatus for bilateral tissue fastening
<u>US20200060677 A1</u>	US16/671281	United States	2019-11-01	2020-02-27	Mechanical Method and Apparatus for Bilateral Tissue Fastening
<u>US20210267598 A1</u>	US17/323220	United States	2021-05-18	2021-09-02	Method and Apparatus for Wound Closure with Sequential Tissue Positioning and Retention