

## PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI302538

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	Scholten Surgical Instruments, Inc.	03/08/2024
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Merit Medical Systems, Inc.	
<b>Street Address:</b>	1600 West Merit Parkway	
<b>City:</b>	South Jordan	
<b>State/Country:</b>	UTAH	
<b>Postal Code:</b>	84095	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	11985462
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	8019337373	
<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>	8019337369	
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<b>ATTORNEY DOCKET NUMBER:</b>	P320322.US.01	
<b>NAME OF SUBMITTER:</b>	Cristi Bills	
<b>SIGNATURE:</b>	Cristi Bills	
<b>DATE SIGNED:</b>	06/17/2024	
<b>Total Attachments: 5</b>		
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## **PATENT ASSIGNMENT**

This Patent Assignment Agreement (this “Patent Assignment”) is made March 8, 2024, by SCHOLTEN SURGICAL INSTRUMENTS, INC., a California corporation (“Assignor”), in favor of MERIT MEDICAL SYSTEMS, INC., a Utah corporation (“Assignee”), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement dated of even date herewith, by and between Assignee, Assignor, and certain key shareholders of Assignor (the “Purchase Agreement”).

The parties agree:

1. Assignment. For good, valuable, and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, any and all of Assignor’s entire right, title and interest, including all rights to sue at law or in equity for any infringements, misappropriations or other violations and the right to receive all proceeds or damages therefrom, in the United States of America (as defined in 35 U.S.C. § 100) and throughout the world to following, (collectively, the “Assigned Patents”):

(a) all inventions identified by the Serial Numbers and Patent Numbers, if available, set forth on the attached Exhibit A, which is incorporated by this reference, for which the United States Patent and Trademark Office issued patents or for which a patent application has been filed, including all patent rights, letters patent and similar patent grants for said inventions in the United States of America and elsewhere throughout the world; and

(b) any and all applications that claim the benefit of the patents listed on the attached Exhibit A, including provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or letters patent therefore listed on the attached Exhibit A, to the full extent of the term or terms for which letters patents issue; and

(c) any and all inventions described in the patents or patent applications described herein, and in any and all forms of intellectual and industrial property protection derivable from such inventions and patents or patent applications, and that are derivable from any and all continuing patents, applications, reissues, extensions, renewals and reexaminations of such patents or patent applications, including, without limitation, patents, applications, utility models, inventor’s certificates, and designs together with the right to file applications therefore; and

(d) all common law rights associated with the foregoing; and

(e) any and all rights, priorities, privileges provided under United States, state or foreign laws, or multinational law, compact, treaty, protocol, convention or organization with respect to the foregoing inventions, patents or patent applications;

all such rights, title and interest to be held and enjoyed by Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by Assignor had this sales assignment, transfer and conveyance not been made.

2. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials at corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee.

3. Further Assurances. Assignor agrees to execute all papers necessary in connection with the application(s) and any provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as Assignee may deem necessary or expedient.

Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

Assignor agrees to (a) use its best efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all reasonable things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Patent Assignment, (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Patent Assignment and to record the assignment granted, and (c) to cooperate with Assignee in connection with the foregoing.

4. Relationship to Purchase Agreement. This Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, obligations and indemnities contained in the Purchase Agreement shall not be superseded by this Patent Assignment but shall remain in full force and effect to the full extent provided in the Purchase Agreement and which are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Survival. The covenants and agreements set forth herein shall survive this Patent Assignment, and all of the terms, conditions, and acknowledgments set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule.

7. Counterparts; Amendment. This Patent Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Patent Assignment may not be amended or modified except with the written consent of each party hereto and any provisions of this

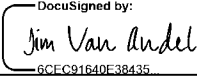
Assignment may be waived only upon the written consent of the party entitled to performance of such provision.

*[Signature page follows]*

IN WITNESS WHEREOF, this Patent Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

SCHOLTEN SURGICAL INSTRUMENTS, INC.,  
a California corporation

By:   
Name: Jim Van Andel  
Title: coo

*[Signature Page to Patent Assignment]*

**PATENT**  
**REEL: 067741 FRAME: 0779**

**EXHIBIT A****PATENTS/PATENT APPLICATIONS**

<b>Type of property</b>	<b>Registration Name</b>	<b>Device Name</b>	<b>Registration Number</b>	<b>Issue Date</b>
Patent	Multifunctional Actuator Rod and Handle for pushing a driver cable of a biopsy grasping instrument	Novatome	7488296	Feb. 10, 2009
Patent	Push-To-Close actuate dual action spaced pivot assembly for surgical instrument Jaws, Blade and Forceps	Sensatome	9844389	Dec. 19, 2017