TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412253

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900388623
SEQUENCE:	1234

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macroplata, Inc.		11/01/2016	Corporation: DELAWARE
Macroplata Systems, LLC		11/01/2016	Corporation: NEW JERSEY
LumenR, LLC		11/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Boston Scientific Corporation
Street Address:	100 Boston Scientific Way
City:	Marlborough
State/Country:	MASSACHUSETTS
Postal Code:	01752
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87114030	LUMENR

CORRESPONDENCE DATA

Fax Number:

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: 763-494-1700
Email: michelle.anderson@bsci.com
Correspondent Name: Todd Messal
Address Line 1: One Scimed Place
Address Line 4: Maple Grove, MINNESOTA 55311

ATTORNEY DOCKET NUMBER:	LUMENR
NAME OF SUBMITTER:	Michelle R. Anderson
SIGNATURE:	/michelle anderson/
DATE SIGNED:	01/13/2017

Total Attachments: 169

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of the 1st day of November, 2016, by and between (i) Boston Scientific Corporation, a Delaware corporation (the "Buyer"), and (ii) LumenR, LLC, a Delaware limited liability company ("LumenR" or "Seller"). Certain capitalized terms used herein are defined in Section 14 hereof.

WHEREAS, the Seller is, among other endeavors, engaged in the business of designing, researching, developing, testing, seeking regulatory approval for, manufacturing, marketing, using, promoting, distributing and selling products in the Field, including the Products, and line extensions, improvements and ongoing pipeline and development efforts relating to the Products (the "Business");

WHEREAS, the Buyer or its designated Affiliates wish to purchase, and the Seller wishes to sell, all of the Acquired Assets, and the Buyer or its designated Affiliates wish to assume the certain specified Assumed Liabilities, in each case upon the terms and subject to the conditions set forth in this Agreement (the "Acquisition"); and

WHEREAS, in connection with the Acquisitions, the Buyer, on the one hand, and the Seller, on the other hand, desire to make certain representations, warranties, covenants and other agreements as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller shall sell, assign, transfer, convey and deliver, or shall cause to be sold, assigned, transferred, conveyed and delivered, to the Buyer or its designated Affiliates, free and clear of all Encumbrances (other than Permitted Encumbrances), and the Buyer or its designated Affiliates shall purchase, acquire and take assignment and delivery of, good, marketable and valid title in, to and under all right, title and interest in and to all tangible and intangible assets of every type and description, regulatory approvals, design and manufacturing documentation and contract rights of, and all Intellectual Property owned, licensed, or controlled by the Seller and its Affiliates held in connection with or relating to the Products, or otherwise used in or useful to the sale, use or manufacture of the Products, wherever located and whether or not all or any of said assets appear on or are reflected upon the Seller's books, records or financial statements (all of which assets, unless within the definition of Excluded Assets, are hereinafter referred to collectively as the "Acquired Assets"), including, without limitation, the following assets, except to the extent within the definition of Excluded Assets:

(a) All right, title and interest throughout the world in, to and under all patents, patent applications, trademarks, service marks, trade names, trade secrets, inventions, invention disclosures, copyrights, designs, licenses (as licensee or licensor), other agreements and applications and registrations with respect to the foregoing, production records, technical information, software, know-how, work instructions, processes, customer lists, lists of all known users of the Products in the Field, and other Intellectual Property and intangible assets, in each case which are owned or licensed by the Seller or its Affiliates in connection with or related to the Products, or otherwise used in or useful to the sale, use or manufacture of the Products in the Field, all licenses and sublicenses granted or obtained with respect thereto, and rights thereunder, and other agreements with respect to the foregoing, all remedies against infringements thereof, rights to protection of interests therein, all income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and

rights of set-off of any kind with respect thereto (including all damages and payments for past, present or future infringement or misappropriation or dilution of the foregoing, the right to sue and recover for past infringements or misappropriations or dilutions of the foregoing), and any and all corresponding rights that have been or now or hereafter may be secured throughout the world with respect to any of the foregoing, including the items of Intellectual Property described on Schedule 1.1(a) hereto and, for the avoidance of doubt, further including all Trade Secrets pertaining to the synthesis, manufacture, production and/or application of the Products (collectively, the "Seller Intellectual Property"); provided, that, for the avoidance of doubt, the Seller Intellectual Property shall include all Intellectual Property assigned to Seller pursuant to the Macroplata Assignment Agreement;

(b) The Products, and all information, documentation, data and materials used by the Seller in the development, design, testing, and manufacture of the Products, including, as applicable, all Design History Files, Device Master Records, Technical Information, design and manufacturing data and files, manufacturing processes and procedures, prototypes, parts and assemblies, bills of material, drawings, specifications, schematics, inspection documents, procedures and test methods, production records, technical information, work instructions, processes, design and development, verification and validation protocols and reports relating thereto, file histories, technical data, test data, clinical data, pricing and cost information, and supplier lists and information, regulatory correspondence and records, and other documentation to the extent related to any of the Products;

(c) All inventories relating to or held in connection with the Products, or otherwise used in or useful to the sale, use or manufacture of the Products, including raw materials, parts, work in process and finished goods;

(d) Any and all manufacturing assets, equipment, fixtures, machinery, installations, fixtures, leasehold improvements, furniture, molds, dies, tools, spare parts, supplies, materials, and all other personal property in connection with or related to the Products, or otherwise used in or useful to the sale, use or manufacture of the Products, whether owned or leased and wherever located, including those items described on Schedule 1.1(d) hereto;

(e) All Permits in connection with or related to the Products, or otherwise used in or useful to the sale, use or manufacture of the Products, both governmental and private, and all rights under regulatory filings with the FDA, all Notified Bodies, and all other regulatory bodies relating to the Products, including those described on Schedule 1.1(e) hereto;

(f) All Books, Records and Files, information systems, test data, clinical data, accounting books, records and ledgers, sales and marketing information, and all other documents and records relating to the Acquired Assets or any Taxes imposed with respect to the Acquired Assets;

(g) All rights under the contracts described on Schedule 1.1(g) hereto or which otherwise relate to, or are used or held for use in connection with any of the Products (the "Contract Rights");

(h) All goodwill and other intangible assets associated with the Acquired Assets, including the goodwill associated with or symbolized by the Seller Intellectual Property; and

(i) All causes of action, claims, counterclaims, remedies, defenses, warranties, guarantees, refunds, covenants, indemnities and the like related to the Acquired Assets, all rights of recovery and set-off of every kind and character related to the Acquired Assets, all rights and claims against vendors of the Acquired Assets, in each case regardless of whether such causes of action or rights are currently exercisable.

1.2 Excluded Assets. The Buyer and the Seller acknowledge and agree that the only assets of the Seller to be sold to Buyer are the Acquired Assets and that no other assets of the Seller are being sold under this Agreement, including, for the avoidance of doubt, all Tax refunds of the Seller with respect to the Acquired Assets and attributable to taxable periods (or portions thereof) ending on the Closing Date (all such other assets of the Seller not included in the definition of "Acquired Assets," including the assets of Seller listed on Schedule 1.2 hereto, shall be referred to herein collectively as the "Excluded Assets").

2. ASSUMPTION AND EXCLUSION OF LIABILITIES.

2.1 Excluded Liabilities. Except with respect to the Assumed Liabilities, the Seller shall retain and remain solely responsible for, and the Buyer shall not, and does not, assume or in any way become responsible for, any Liability of the Seller, including without limitation (i) any Liability of the Seller for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise, and (ii) any Transfer Taxes, but excluding any Property Taxes to the extent specifically allocated to Buyer pursuant to Section 9.2 and any Transfer Taxes allocated to the Buyer pursuant to Section 9.3 (with all such unassumed liabilities and obligations referred to herein as the "Excluded Liabilities").

2.2 Assumed Liabilities. The term "Assumed Liabilities" means only the obligations of the Seller under the Contracts Rights set forth on Schedule 1.1(g) hereto, but only to the extent such obligations (a) first accrue for performance after the Closing Date, (b) do not arise from or relate to any breach by the Seller of any provision of any of such Contracts Rights, (c) do not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with or without notice or lapse of time, would constitute or result in a breach of any of such Contracts Rights, and (d) for which the full text of such Contracts Rights have been disclosed or made available to the Buyer at least two (2) business days prior to the Closing Date in the Company's virtual data room located at https://app.box.com; provided, that, for the avoidance of doubt, such assumption of the Assumed Liabilities shall not be deemed to affect the representations or warranties made by the Seller hereunder (or the indemnification rights of the Buyer Indemnified Parties in respect of inaccuracies therein or breaches thereof), to the extent such representations or warranties relate to such Assumed Liabilities.

3. PURCHASE PRICE.

3.1 Delivery of Closing Payment and Escrow Amount. At the Closing, the Buyer (or its designated Affiliates) shall pay, as the aggregate purchase price for the Acquired Assets to be paid at the Closing, the following amounts by wire transfer:

(a) an amount in cash equal to $30,000,000 minus the Escrow Amount (the "Closing Payment"), to be transferred to an account or accounts of the Seller identified on Schedule 3.1; and

(b) an amount equal to $3,000,000 (the "Escrow Amount"), to be deposited in escrow with U.S. Bank National Association (the "Escrow Agent"), to be held in an account established by the Escrow Agent (the "Escrow Account") for a period of twelve (12) months pursuant to an Escrow Agreement substantially in the form of the attached Exhibit A (the "Escrow Agreement"), and distributed in accordance therewith.

3.2 Additional Payments.

(a) Certain Definitions. For purposes of this Section 3.2, the following definitions shall apply:

"Bundled Product" means a Product and other products that are not Products either (a) packaged together for sale or shipment as a single unit or (b) sold together in a kit, where the purchaser is charged a single undifferentiated purchase price for such combination of products.

"CE Mark" means the "CE" marking (or such other successor marking to the "CE" marking) required under applicable Laws for sale of a product in the European Economic Area.

"Contingent Payment Year" means each ten (10) consecutive periods of four (4) calendar quarters, with the first such period beginning with the calendar quarter ending December 31, 2016 and ending with the calendar quarter ending September 30, 2017, and the last such period beginning with the quarter ending December 31, 2026 and ending with the calendar quarter ended September 30, 2027.

"Development Milestone" means, if on or prior to December 31, 2020, each of the following events has been completed: (i) the development of Product 2 by Seller in collaboration with Buyer under the Development Agreement has progressed to "design freeze" as documented in Seller's design history file and consistent with the "Product Design" description set forth in the Development Plan attached as Exhibit A to the Development Agreement as may be updated from time to time as mutually agreed by the Buyer and the Seller, (ii) Product 2 has been deployed in the right colon in five (5) patients pursuant to a clinical trial protocol established by Buyer (with such protocol to be established with input from, and subject to, Seller's approval not to be unreasonably withheld), and conducted by one (1) or more of the specific physicians set forth on Schedule 3.2 (as may be updated from time to time as mutually agreed by the Buyer and the Seller), to successfully excise lesions, in each case, with clean margins and without serious adverse events or conversions to open surgery which could reasonably be deemed to have been caused by the performance or malfunctioning of Product 2, (iii) the Buyer or any of its Affiliates has received both (x) approval from the applicable Notified Body (or equivalent Governmental Authority or governing body) to affix a CE Mark to Product 2 and (y) FDA Approval with respect to Product 2 and (iv) each of the technology transfer tasks set forth on Exhibit B have been completed to the reasonable satisfaction of Buyer, subject to Section 3.3(f). Notwithstanding the foregoing, Subsection (iii)(y) above shall be considered satisfied, if the FDA Approval obtained by the Seller, dated as of April 19, 2016, and included in the Acquired Assets covers Product 2 such that, in the reasonable judgment of Buyer, Product 2 may be manufactured, marketed and sold in the United States based on such FDA Approval.

"Development Milestone Payment Amount" means $10,000,000.

"FDA Approval" means receipt of clearance from the FDA of a premarket notification under section 510(k) of the Federal Food, Drug, and Cosmetic Act to commercially market a certain product in the United States.

"Net Sales" means, for any period of time, the aggregate net sales recorded revenues by the Buyer and its Subsidiaries and Affiliates from the Sale of the Products after the Closing to unaffiliated third parties, as determined from the books and records of the Buyer and its Subsidiaries and Affiliates maintained in accordance with GAAP, as applied in accordance with their respective regular policies and procedures, consistently across all similar product lines, in connection with the preparation of Buyer's financial statements, as publicly reported; provided, that such calculation of Net Sales shall only take into account net sales recorded from the Sale of a Product in a jurisdiction where the sale of such Product would infringe one (1) or more Valid and Enforceable Claims of a Qualified Patent; provided, further, that for purposes of this proviso, to the extent that the Sale of a Product, if sold in the United States, would infringe one (1) or more Valid and Enforceable Claims of a Qualified Patent in the United States, then it shall be deemed for purposes of this definition of Net Sales only to infringe one (1) or more Valid and Enforceable Claims of a Qualified Patent in all other jurisdictions, regardless of whether it would actually infringe a Valid and Enforceable Claims of a Qualified Patent in any of such other jurisdictions.

For the avoidance of doubt, Net Sales will not include transfers or dispositions of any Product for charitable, promotional, pre-clinical, clinical, regulatory, or governmental purposes. For purposes of calculating Net Sales, all Net Sales shall be converted into United States dollars using the Buyer's or its Affiliate's standard conversion methodology consistent with GAAP.

"Per Unit Average Selling Price" means, with respect to any product Sold (including any Product and any product included in a Bundled Product), the amount equal to (x) the total amount of annual Net Sales of such product, not including any such products that are sold as a Bundled Product, divided by (y) the total number of units of such product Sold during such year, not including any such products that are sold as a Bundled Product.

"Qualified Patent" means an issued patent included in the Acquired Assets or issuing from an application included in the Acquired Assets.

"Sale" or "Sold" means the commercial sale for value or consideration by the Buyer or any of its Subsidiaries or Affiliates, outside of a clinical trial, of a Product to third parties not Affiliated with the Buyer or any of its Affiliates.

"Sales Contingent Payment Amount" means, with respect to any Contingent Payment Year, an amount equal to six percent (6%) of the Worldwide Net Sales of Products for such Contingent Payment Year.

"Technology Transfer Clinical Report Milestone" shall be deemed to have been achieved when Task 9 as set forth on Exhibit C has been completed to the reasonable satisfaction of the Buyer, subject to Section 3.3(f); provided that Technology Transfer Clinical Report Milestone shall not be deemed to have been achieved unless and until the Technology Transfer Tasks Milestone has been achieved.

"Technology Transfer Milestone" means, collectively, the Technology Transfer Clinical Report Milestone and the Technology Transfer Tasks Milestone.

"Technology Transfer Tasks Milestone" shall be deemed to have been achieved when each of the tasks set forth on Exhibit C, excluding Task 9 set forth thereon, have been completed within the time periods specified for such tasks on such Exhibit C to the reasonable satisfaction of the Buyer, subject to Section 3.3(f).

"Technology Transfer Clinical Report Milestone Payment Amount" means $5,000,000.

"Technology Transfer Milestone Payment Amount" means, collectively, the Technology Transfer Clinical Report Milestone Payment Amount and the Technology Transfer Tasks Milestone Payment Amount.

"Technology Transfer Tasks Milestone Payment Amount" means $15,000,000.

"Valid and Enforceable Claim" means a claim of an allowed patent that has not been rendered invalid or unenforceable by a final unappealable decision of a court of competent jurisdiction or other appropriate body with jurisdiction thereover, or where no appeal is taken within the allowable timeframe for appeal or other further consideration by a court of competent jurisdiction or other appropriate body with jurisdiction thereover; provided, that with respect to the countries of the European Union, an "issued" patent shall mean a patent that has been granted by the applicable authority of the European Union in which the applicable country has been appropriately designated.

"Worldwide Net Sales" means, for any period of time, the aggregate Net Sales anywhere in the world whether Sold on a "stand-alone" basis or as part of a Bundled Product.

Notwithstanding anything to the contrary in this Agreement or in any financial statements prepared by the Buyer or its Affiliates, or to the extent it may otherwise be required pursuant to GAAP, Worldwide Net Sales shall not include revenue recorded by the Buyer or any of its Affiliates from transactions with the Buyer or another Affiliate of the Buyer.

(i) Notwithstanding anything to the contrary in this Agreement or in any financial statements prepared by Buyer, or to the extent it may otherwise be required by GAAP, whenever any Product is Sold as part of a Bundled Product and all products in such Bundled Product are Sold on a "stand-alone" basis, the "Worldwide Net Sales" for such Product resulting from such Sale of such Bundled Product shall be the product of (I) the Net Sales recorded by Buyer or its Affiliate, whichever is applicable, for such Bundled Product, multiplied by (II) a fraction, the numerator of which is the Per Unit Average Selling Price of such Product Sold and the denominator of which is the sum of (x) the numerator, and (y) the aggregate Per Unit Average Selling Prices of all other products included in such Bundled Product.

(ii) Notwithstanding anything to the contrary in this Agreement or in any financial statements prepared by Buyer, or to the extent it may otherwise be required by GAAP, whenever any Product is Sold as part of a Bundled Product, such Product is Sold on a "stand-alone" basis, and any of the other products included in such Bundled Product are not Sold on a "stand-alone" basis, the "Worldwide Net Sales" for such Product resulting from such Sale of such Bundled Product shall be the product of (I) the Net Sales recorded by Buyer or its Affiliate, whichever is applicable, for such Bundled Product multiplied by (II) a fraction, the numerator of which is the Per Unit Average Selling Price of such Product Sold, and the denominator of which is the sum of (x) the numerator, (y) the aggregate Per Unit Average Selling Prices of all other products included in such Bundled Product that are Sold on a "stand-alone" basis, and (z) the fair market prices that Buyer would have charged to an unrelated purchaser, on a "stand-alone" basis, for all of the other products included in such Bundled Product that are not Sold on a "stand-alone" basis.

(iii) Notwithstanding anything to the contrary in this Agreement or in any financial statements prepared by Buyer, or to the extent it may otherwise be required by GAAP, whenever any Product is Sold as part of a Bundled Product, such Product is not Sold on a "stand-alone" basis, and any of the other products included in such Bundled Product are Sold on a "stand-alone" basis, the "Worldwide Net Sales" for such Product resulting from such Sale of such Bundled Product shall be the product of (I) the Net Sales recorded by Buyer or its Affiliate, whichever is applicable, for such Bundled Product multiplied by (II) a fraction, the numerator of which is the fair market price that Buyer would have charged to an unrelated purchaser on a "stand-alone" basis, for such Product, and the denominator of which is the sum of (x) the numerator, (y) the aggregate Per Unit Average Selling Prices of all other products included in such Bundled Product that are Sold on a "stand-alone" basis, and (z) the fair market prices that Buyer would have charged to an unrelated purchaser, on a "stand-alone" basis, for all of the other products included in such Bundled Product that are not Sold on a "stand-alone" basis.

(iv) Notwithstanding anything to the contrary in this Agreement or in any financial statements prepared by Buyer, or to the extent it may otherwise be required by GAAP, whenever any Product is Sold as part of a Bundled Product and none of the products included in such Bundled Product, including the Product, are sold on a "stand-alone" basis, the "Worldwide Net Sales" for such Product resulting from such Sale of such Bundled Product shall be the product of (i) the Net Sales recorded by Buyer or its Affiliate, whichever is applicable, for such Bundled Product multiplied by (ii) a fraction, the numerator of which is the fair market price that Buyer would have charged to an unrelated purchaser on a "stand-alone" basis, for such Product, and the denominator of which is the sum of (y) the numerator and (z) the sum of

the fair market prices that Buyer would have charged to an unrelated purchaser on a "stand-alone" basis, for all of the other products included in such Bundled Product.

(b) Contingent Payments. As additional consideration for the Acquisition, but subject to the set-off rights of the Buyer pursuant to Section 3.3(e) and Section 12 hereof, after the Closing, the Buyer may be required to make certain contingent payments (collectively, the "Contingent Payments") to the Seller in accordance with the provisions of this Section 3.2 and Section 3.3, and subject to the limitations on such Contingent Payments set forth in this Section 3.2. The Contingent Payments shall include the Sales Contingent Payments, the Development Milestone Payment and the Technology Transfer Milestone Payment, as applicable, but only to the extent that any of such payments actually become payable in accordance with this Section 3.2.

(c) Sales Contingent Payments. Subject to the set-off rights of the Buyer pursuant to Section 3.3(e) and Section 12 hereof, and in accordance with Section 3.3, the Buyer shall make a Contingent Payment for each Contingent Payment Year based on the Sales Contingent Payment Amount for such Contingent Payment Year (each, a "Sales Contingent Payment" and collectively, the "Sales Contingent Payments"), but only to the extent the Sales Contingent Payment Amount for such Contingent Payment Year is equal to an amount greater than zero (0); provided, that the amount of Sales Contingent Payments to be made by the Buyer shall not exceed $40,000,000 in the aggregate (the "Maximum Sales Contingent Payment Amount"). Subject to the further rights of the Buyer to reduce any Sales Contingent Payments pursuant to Section 3.3(e) and Section 12 hereof, the Buyer shall not be required to make any Sales Contingent Payments once the Buyer has made Sales Contingent Payments that equal, in the aggregate, the Maximum Sales Contingent Payment Amount. Upon payment to Seller of aggregate Sales Contingent Payments equal to the Maximum Sales Contingent Payment Amount, the Buyer's obligations to make any additional or future Sales Contingent Payments pursuant to this Agreement shall cease, and the rights of the Seller to receive any further Sales Contingent Payments shall terminate. To the extent that any provision of Section 3.2 would otherwise require the Buyer to make any Sales Contingent Payment that would result in the Buyer paying Sales Contingent Payments that, in the aggregate, exceed the Maximum Sales Contingent Payment Amount, the Buyer shall be entitled to reduce the amount of the applicable Sales Contingent Payment such that the Maximum Sales Contingent Payment Amount is not exceeded, and no further Sales Contingent Payments shall be due or payable thereafter. For purposes of this Section 3.2(c), any amounts offset by the Buyer against any Sales Contingent Payments pursuant to Section 3.3(e) and Section 12 hereof shall be deemed to be a payment of such amount toward the relevant Sales Contingent Payment (and a corresponding credit towards the Maximum Sales Contingent Payment Amount) due and payable hereunder by the Buyer pursuant to this Section 3.2.

(d) Development Milestone Payment. Subject to the set-off rights of the Buyer pursuant to Section 3.3(e) and Section 12 hereof, and in accordance with Section 3.3, the Buyer shall make a one-time Contingent Payment (the "Development Milestone Payment") in the amount of the Development Milestone Payment Amount following the achievement of the Development Milestone. For the avoidance of doubt, in the event that the Development Milestone is not achieved on or prior to December 31, 2020, no Development Milestone Payment will be required to be made. In no event shall the Buyer be required to make more than one (1) Development Milestone Payment.

(e) Technology Transfer Milestone Payment. Subject to the set-off rights of the Buyer pursuant to Section 3.3(e) and Section 12 hereof, and in accordance with Section 3.3, the Buyer shall make (i) a one-time Contingent Payment (the "Technology Transfer Tasks Milestone Payment") in the amount of the Technology Transfer Tasks Milestone Payment Amount upon the completion of the Technology Transfer Tasks Milestone and (ii) a one-time Contingent Payment (the "Technology Transfer Clinical Report Milestone Payment" and together with the Technology Transfer Tasks Milestone Payment, the "Technology Transfer Milestone Payment") in the amount of the Technology Transfer

Clinical Report Milestone Payment Amount upon the completion of the Technology Transfer Clinical Report Milestone. In no event shall the Buyer be required to make more than one (1) Technology Transfer Tasks Milestone Payment and one (1) Technology Transfer Clinical Report Milestone Payment.

(f) Contingent Payments Not Certain. The Buyer and the Seller hereby acknowledge that the amount of Worldwide Net Sales, if any, that the Buyer and its Subsidiaries and Affiliates may generate is uncertain and that the Buyer and its Subsidiaries and Affiliates may not generate any Worldwide Net Sales in any calendar year or calendar quarter, and it is therefore not assured that the Buyer will be required to pay any Sales Contingent Payments. The Buyer and the Seller hereby acknowledge that the achievement of the Development Milestone and/or the Technology Transfer Milestone is uncertain and that the Development Milestone or the Technology Transfer Milestone may not be achieved, and it is therefore not assured that the Buyer will be required to pay the Development Milestone or the Technology Transfer Milestone.

(g) Buyer Discretion. The Buyer shall have sole discretion over all matters relating to the Products after the Closing, including any research, development, manufacturing, clinical trial design, testing, site selection, regulatory, quality standards, legal, Intellectual Property, marketing, licensing, and sales decisions relating to the Products, including what efforts to take, if any, and the timing with respect to any of such matters; provided, that Buyer shall not, and shall cause each of its Affiliates not to, take any action, nor fail to take any action, in bad faith that could reasonably be expected to impede the achievement of the Development Milestone or the Technology Transfer Milestone. Notwithstanding the foregoing, Buyer agrees to use its commercially reasonable efforts, consistent with its ordinary course of conduct with respect to products in similar stages of development and of similar market potential, to initiate and conduct the clinical trials set forth in the Development Plan attached as Exhibit A to the Development Agreement.

(h) Assignability. The right of the Seller to receive any portion of a Contingent Payment will not be assignable or transferable except, subject to compliance with applicable securities Laws, (i) by operation of Law or (ii) to any Affiliate of the Seller, and any attempted or purported transfer in violation of this sentence will be null and void.

(i) Contingent Payments Not Securities. The Seller hereby acknowledges and agrees that: (i) a Contingent Payment does not represent any ownership or security in the Buyer or any of its Affiliates and does not entitle the Seller to voting rights or rights to dividend payments, (ii) a Contingent Payment is solely represented by this Agreement and is not represented by any certificate, instrument or other delivery, (iii) a Contingent Payment is solely a contractual right and is not a security for purposes of any securities Laws, and confers upon the Seller only the rights of a general unsecured creditor under applicable Law, (iv) the Contingent Payments do not bear interest, and (v) the Contingent Payments are not redeemable.

3.3 Payment of Contingent Payments.

(a) Sales Contingent Payment Certificates. On or prior to the sixtieth (60^{th}) day following the last day of each Contingent Payment Year, the Buyer shall deliver to the Seller a certificate (each, a "Sales Contingent Payment Certificate"), setting forth Buyer's calculation of (i) the Worldwide Net Sales of the Products for such Contingent Payment Year, and (ii) the Sales Contingent Payment Amount, if any, for such Contingent Payment Year.

(b) Milestone Notices. On or prior to the thirtieth (30^{th}) day following the achievement of each of the Development Milestone, the Technology Transfer Tasks Milestone and the Technology Transfer Clinical Report Milestone, as applicable, the Buyer shall deliver to the Seller written notice of

the achievement of the Development Milestone, the Technology Transfer Tasks Milestone and the Technology Transfer Clinical Report Milestone, as applicable (each, a "Milestone Notice").

(c) Sales Contingent Payments. Subject to the provisions of Section 3.3(f), on or prior to the sixtieth (60^{th}) day following the last day of each Contingent Payment Year, Buyer shall wire to Seller the Sales Contingent Payment Amount, if any, for such Contingent Payment Year pursuant to the most recent wire instructions provided by Seller to Buyer (the "Current Wire Instructions").

(d) Milestone Payments. On or prior to the thirtieth (30^{th}) day following the achievement of each of the Development Milestone, the Technology Transfer Tasks Milestone and the Technology Transfer Clinical Report Milestone, as applicable, or as provided in Section 3.3(f), the Buyer shall wire to Seller pursuant to the Current Wire Instructions the Development Milestone Payment Amount or the applicable portion of the Technology Transfer Milestone Payment Amount, as applicable.

(e) Unilateral Right of Set-Off. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 12 hereof, including Section 12.5, the obligation of the Buyer to make any Contingent Payment shall be qualified in its entirety by the right of the Buyer to reduce or retain the amount of such Contingent Payment by the amount of any Damages for which any Buyer Indemnified Party would otherwise have an indemnification claim under Section 12 (or, if the amount of such Damages has not been finally determined, then by the amount of Damages reasonably likely to be indemnifiable hereunder with respect to such indemnification claim as reasonably estimated by the Buyer in good faith), subject to the express limitations on indemnification set forth in Section 12, including Section 12.5. In the event that the aggregate amount set off from a Contingent Payment made to the Seller pursuant to this Section 3.3(e) with respect to any indemnification claim is greater than the aggregate amount of Damages finally determined (after exhausting all available appeals or other forums for reconsideration) to be payable in respect of such indemnification claim in accordance with Section 12, the Buyer shall, within thirty (30) days after such final determination of the amount finally determined (after exhausting all available appeals or other forums for reconsideration) to be payable in respect of such indemnification claim in accordance with Section 12, pay the amount of such excess (the "Excess Set-Off Amount"), together with interest at the Applicable Rate, compounding annually from the date such Contingent Payment became due and payable hereunder, to the Seller in cash in accordance with this Section 3.3 in the amount it would have been entitled to receive had such amount not been retained or set-off by the Buyer; provided, that the Buyer shall not be required to pay such amounts to the extent of the amounts of any other pending indemnification claim(s) of any Buyer Indemnified Party for Damages under Section 12 that are otherwise permitted to be set-off against Contingent Payments pursuant to Section 12.

(f) Sales Contingent Payment Audit and Dispute Rights.

(i) Audit Rights. The Buyer hereby grants the Seller and its Representatives, at the Seller's sole expense, the right, exercisable not more than once with respect to any Contingent Payment Year during the three year period following the end of such year (the "Dispute Period"), and subject to the execution of, and compliance with, the Buyer's standard form of confidentiality agreement, to examine its books of account and records of Worldwide Net Sales for such Contingent Payment Year, at the location of such records on prior written notice of at least twenty (20) days (the "Audit Notice"), for the purpose of verifying the amount of Worldwide Net Sales for such Contingent Payment Year (each, a "Contingent Payment Audit"). Notwithstanding any provision herein to the contrary, nothing in this Section 3.3(f) shall be deemed to require the Buyer to keep any books of account or records other than those which it maintains in the ordinary course of business in its usual and customary practice, to retain any such books of account or records for any period in excess of the period for which it retains such records in the ordinary course of business in its usual and customary practice, or to provide access to any books and

records other than that specified above, and no presumption shall be made against the Buyer as a result of the absence of any such books and records as a result of the disposition of any such books and records in the ordinary course of business; provided, however, that once the Seller gives notice of its intention to commence a Contingent Payment Audit with respect to a Contingent Payment Year, Buyer shall use commercially reasonable efforts to keep and retain all books of account with respect to the Contingent Payment Year for which such Contingent Payment Audit is being conducted.

(ii) Dispute Notice. In the event that the Seller does not agree with the amount of Worldwide Net Sales for any Contingent Payment Year, the Seller shall be entitled, prior to the end of the Dispute Period for such year, to give the Buyer written notice (a "Dispute Notice") of such disagreement. In the event that the Seller does not deliver a Dispute Notice during the Dispute Period, the Sales Contingent Payment Amount for such year shall irrevocably be deemed to be final for all purposes of this Agreement, absent fraud, intentional misconduct or manifest error. In the event that the Seller believes in good faith that either the Development Milestone, the Technology Transfer Tasks Milestone or the Technology Transfer Clinical Report Milestone has been satisfied and Buyer has not delivered a Milestone Notice with respect thereto within the time frames set forth herein, the Seller shall be entitled to deliver to Buyer a Dispute Notice regarding such disagreement.

(iii) Mutual Determination of Disputed Items. In the event that the Seller delivers a Dispute Notice, the Seller and the Buyer shall, for a period of not less than sixty (60) days after delivery of the Dispute Notice, attempt to mutually determine the disputed items.

(iv) Arbitration of Disputes. In the event that no agreement can be reached by the Seller and the Buyer as to the disputed items in any Dispute Notice within the sixty (60) day period referred to in Section 3.3(f)(iii) above, then following the end of such sixty (60) day period either party shall have the right to cause the determination of the items in dispute to be submitted to arbitration with respect to the determination of Worldwide Net Sales relating to any Sales Contingent Payment Amount, the Boston, Massachusetts office of one of the following entities or their respective successors, so long as such entity or its successors is not nor has in the past nor is expected to become the principal regularly engaged outside accountant to the Buyer or the Seller: Deloitte & Touche LLP, KPMG LLP, Ernst & Young LLP and PricewaterhouseCoopers LLP, or any successor entity to any of the foregoing (collectively, the "Accountants"), and (ii) with respect to items relating to the determination of the Development Milestone, the Technology Transfer Tasks Milestone and/or the Technology Transfer Clinical Report Milestone, a panel of three (3) independent third party arbitrators, each with experience with the development, manufacture and marketing of medical devices mutually acceptable to the Buyer and Seller (the "Arbitrators"); provided, however, that the engagement and charge of the Accountants or the Arbitrators shall be limited to determining the specific items in dispute, and, without limiting the foregoing, the Accountants shall not be entitled to determine whether any products sold by the Buyer are Products for purposes of this Agreement, the amount of Worldwide Net Sales for any other Contingent Payment Year, or any other matter. The Seller and the Buyer shall jointly select the Accountant or the Arbitrators within thirty (30) days after the Seller and the Buyer determine that they are unable to settle the matter independently. The Accountant or Arbitrators selected in accordance with the foregoing sentence, who shall be mutually agreeable to the Buyer and the Seller, shall be responsible for the determination of the applicable Worldwide Net Sales or achievement of the Development Milestone, the Technology Transfer Tasks Milestone and/or the Technology Transfer Clinical Report Milestone and shall be referred to herein as the "Appraiser." The Appraiser shall determine the amount of the Worldwide Net Sales relating to any Sales Contingent Payment Amount or achievement of the Development Milestone, the Technology Transfer Tasks Milestone and/or the Technology Transfer Clinical Report Milestone within the limitations set forth above within ninety (90) days after the date of such Appraiser's engagement. Any disputed items determined by an Appraiser or the Arbitrators (by majority vote) in accordance with this paragraph (iv) shall be deemed to be final and binding on the

parties for all purposes of this Agreement. The fees and expenses of any Appraiser or Arbitrators shall be paid by the Seller; provided, that if the final determination by the Appraiser in any examination conducted pursuant to this Section 3.3(f)(iv) would result in an increase in any payment due to Seller in an amount greater than $100,000, the Buyer shall pay the fees and expenses of the Appraiser or Arbitrators, as applicable.

(v) Final Calculation of Sales Contingent Payment. With respect to any Sales Contingent Payment Certificate:

(1) In the event that the Seller does not deliver a Dispute Notice with respect to the Worldwide Net Sales for the Contingent Payment Year covered by any Sales Contingent Payment Certificate within the Dispute Period, the Worldwide Net Sales for the Contingent Payment Year set forth in such Sales Contingent Payment Certificate shall irrevocably be deemed to be the final Worldwide Net Sales for such Contingent Payment Year and for all purposes of this Agreement, absent fraud or intentional misconduct or manifest error.

(2) In the event that the Seller delivers a Dispute Notice pursuant to Section 3.3(f)(ii) with respect to the Worldwide Net Sales set forth in a Sales Contingent Payment Certificate, and the Buyer and the Seller then mutually determine in writing the amount of Worldwide Net Sales for the Contingent Payment Year covered by such Sales Contingent Payment Certificate in accordance with Section 3.3(f)(iii) above, then such amount of Worldwide Net Sales shall irrevocably be deemed to be the final Worldwide Net Sales for such Contingent Payment Year for all purposes of this Agreement, absent fraud, intentional misconduct or manifest error.

(3) In the event that an Appraiser determines the applicable amount of Worldwide Net Sales pursuant to Section 3.3(f)(iv), then such amount of Worldwide Net Sales shall irrevocably be deemed to be the final such Worldwide Net Sales for such Contingent Payment Year for all purposes of this Agreement, absent fraud, intentional misconduct or manifest error.

(4) The determination of any Worldwide Net Sales for any Contingent Payment Year pursuant to Sections 3.3(f)(v)(1), (2) or (3) shall, in the absence of fraud or intentional misconduct or manifest error, be conclusive for all purposes of this Agreement, and the Buyer and the Seller and the Appraiser shall each be free from any and all liability resultant from such determination (other than the obligation of the Buyer to make the applicable Sales Contingent Payment if required to be paid).

3.4 Allocation of Purchase Price. The amounts paid at Closing to Seller pursuant to this Article 3 and reflected on Schedule 3.1, plus the Assumed Liabilities, in each case to the extent properly taken into account under the Code, shall be allocated among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of federal, state, provincial, local or non-U.S. Law, as appropriate) (the "Allocation"). The Allocation shall be prepared by the Buyer in good faith in consultation with Seller and delivered by the Buyer to Seller within thirty (30) days after the Closing Date for Seller's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Seller and the Buyer shall work in good faith to resolve any disputes relating to the Allocation within fifteen (15) days. If the Seller and the Buyer are unable to resolve any such dispute, such dispute shall be resolved promptly by a nationally recognized accounting firm reasonably acceptable to the Buyer and the Seller, the costs of which shall be borne equally by the Buyer and Seller. If the amount payable pursuant to this Article 3 is subsequently adjusted pursuant to the terms of this Agreement, or additional amounts are or become payable (e.g., the payment of any Contingent Payments), the Allocation shall be adjusted in a manner consistent with the procedures set forth in this Section 3.4. The Buyer and the Seller shall file all Tax Returns (including, but not limited

to, Internal Revenue Service Form 8594 (and any corresponding form required to be filed to a state or local Taxing authority)) consistent with the Allocation. Neither the Buyer nor the Seller shall take any Tax position inconsistent with such Allocation and neither the Buyer nor the Seller shall agree to any proposed adjustment to the Allocation by any Taxing authority without first giving the other party prior written notice; provided, however, that nothing contained herein shall prevent the Buyer or the Seller from settling any proposed deficiency or adjustment by any Taxing authority based upon or arising out of the Allocation, and neither the Buyer nor the Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Taxing authority challenging such Allocation. Not later than thirty (30) days prior to the filing of their respective IRS Forms 8594 (and any corresponding form required to be filed to a state or local Taxing authority) relating to this transaction, the Buyer and the Seller shall deliver to the other party a copy of its IRS Form 8594 (and any corresponding form required to be filed to a state or local Taxing authority). The Parties acknowledge and agree that (i) the Buyer's cost for the Acquired Assets may differ from the total amount allocated hereunder to reflect the inclusion in the total cost of items (for example, capitalized acquisition costs) not included in the total amount so allocated and (ii) the amount realized by the Seller may differ from the total amount allocated hereunder to reflect transaction costs that reduce the amount realized for U.S. federal income tax purposes.

3.5 Withholding. Notwithstanding anything to the contrary in this Agreement, the Buyer and the Escrow Agent shall be entitled to deduct and withhold from any amounts otherwise payable hereunder, and from any other consideration otherwise paid or delivered to any Person in connection with the transactions contemplated by this Agreement, any amounts that the Buyer or the Escrow Agent, as applicable, is required to deduct and withhold in respect of any such payments under the Code, and the rules and regulations promulgated thereunder, or any provision of federal, state, provincial, local, or non-U.S. Law. To the extent that amounts are so withheld and paid over to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

4. CLOSING.

4.1 Closing Date. Subject to the fulfillment or waiver of all of the conditions contained in Section 10, as soon as is reasonably practicable on or prior to the third (3rd) business day following the satisfaction or waiver of all of the conditions contained in Section 10, other those conditions that by their terms are to be satisfied at the Closing, or at such later or earlier date as may be mutually agreed upon by the Buyer and the Seller, a closing (the "Closing") will be held at the offices of Latham & Watkins LLP, 200 Clarendon Street, Boston, Massachusetts (or by such other manner or at such other date, time or place as the parties may agree, including remotely via the exchange of documents and signatures). The date on which the Closing is actually held is referred to herein as the "Closing Date."

4.2 Transactions and Deliveries at Closing. At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer (i) the Escrow Agreement, (ii) a Bill of Sale and Assignment and Assumption Agreement in the form attached hereto as Exhibit D (the "Bill of Sale"), (iii) an Assignment of Trademarks in the form attached hereto as Exhibit E-1, an Assignment of Patents and Patent Applications in the form attached hereto as Exhibit E-2, and an Assignment of Domain Names in the form attached hereto as Exhibit E-3 (collectively, the "Intellectual Property Assignment Agreements"), (iv) a non-competition and non-solicitation agreement in the form attached hereto as Exhibit F (the "Seller Non-Competition Agreement"), (v) a Development Agreement in the form attached hereto as Exhibit G (the "Development Agreement"), (vi) a Right of First Refusal Agreement in the form attached hereto as Exhibit H (the "ROFR Agreement"), and (vii) such other documents as the Buyer may reasonably request of the Seller to effect the transactions contemplated hereby (including without limitation all instruments of assignment and transfer with respect to the

Acquired Assets as the Buyer may reasonably request and as may be necessary to vest in the Buyer good and marketable title to all of the Acquired Assets, in each case subject to no Encumbrances other than Permitted Encumbrances).

(b) Seller shall have duly executed and delivered to the Buyer a consulting agreement in substantially the form attached hereto as Exhibit I (the "Consulting Agreement").

(c) Each of the individuals set forth on Schedule 4.2(c) hereto shall have duly executed and delivered to the Buyer a non-competition and non-solicitation agreement in substantially the form attached hereto as Exhibit J (collectively, the "Key Investor Non-Competition Agreements").

(d) The Buyer shall duly execute and deliver to the Seller the Escrow Agreement, and the Buyer or its designated Affiliates shall duly execute and deliver to the Seller (i) the Bill of Sale, (ii) the Intellectual Property Assignment Agreements, (iii) the Seller Non-Competition Agreement, (iv) the Development Agreement, (v) the ROFR Agreement, (vi) the Consulting Agreement and (vii) the Key Investor Non-Competition Agreements.

(e) The Seller shall deliver to the Buyer fully executed payoff letters and evidence, in form and substance reasonably satisfactory to the Buyer, of releases of each Encumbrance (other than Permitted Encumbrances) on the Acquired Assets, effective upon or concurrent with the Closing.

(f) The Seller shall deliver to the Buyer all notifications, consents and approvals, in form and substance reasonably satisfactory to the Buyer, (i) listed in Schedule 4.2(f) or (ii) required to be obtained or given from or to any third party under any contract in connection with the Acquisition.

(g) The Seller shall deliver to the Buyer all necessary forms and certificates complying with applicable Law, duly executed and acknowledged, certifying that the transactions contemplated hereby are exempt from withholding under Section 1445 of the Code.

(h) The Seller shall deliver to the Buyer certificates, dated not more than ten (10) days prior to the Closing Date, duly issued by the applicable governmental agency of each jurisdiction where the Seller is formed or qualified to do business, confirming that the Seller is in good standing or similar status in such jurisdiction.

(i) The Seller shall deliver to the Buyer a certificate, dated as of the Closing Date, of the Secretary of the Seller certifying (i) that attached thereto is a complete and correct copy of the Organizational Documents of the Seller, as amended to date, (ii) that attached thereto are complete and correct copies of resolutions adopted by the board of directors (or similar governing body) and equityholders of the Seller, authorizing the execution, delivery and performance of each of this Agreement and all of the other Transaction Documents to be executed by the Seller, and the consummation of the transactions contemplated hereunder and thereunder, and that such resolutions have not been amended or modified in any respect and remain in full force and effect, and (iii) that the persons named therein are duly elected, qualified and acting officers of the Seller, and that set forth therein is a genuine signature or true facsimile thereof for each such officer.

(j) The Seller shall have duly executed and delivered to the Buyer an employee proprietary information and inventions assignment agreement by and between the Seller and Gregory Piskun in substantially the form agreed to by the Buyer and the Seller.

(k) The Seller shall have delivered to the Buyer an intellectual property assignment agreement executed by Macroplata, Inc. and Macroplata Systems, LLC (each, a "Macroplata Entity" and

together, the "Macroplata Entities") in favor of the Seller in the form attached hereto as Exhibit K (the "Macroplata Assignment Agreement").

(l) The Seller shall have duly executed and delivered to the Buyer a confirmatory assignment and amendment no. 1 to advisory agreements between the Seller and Jeffrey Radziunas in substantially the form agreed to by the Buyer and the Seller.

(m) The Seller shall have delivered to the Buyer notice of optional conversion letters and acknowledgment of conversion letters executed by each holder of a convertible promissory note issued by the Seller in substantially the form agreed to by the Buyer and the Seller.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to and for the benefit of the Buyer as follows as of the date hereof and as of the Closing Date; provided, that such representations and warranties shall be qualified by the exceptions as are specifically set forth in the attached Disclosure Schedule of the Seller (the "Seller Disclosure Schedule"), it being agreed that each statement or other item of information set forth in the Seller Disclosure Schedule shall be deemed to be a part of the representations and warranties made by the Seller hereunder. Notwithstanding any other provision of this Agreement or the Seller Disclosure Schedule, each exception set forth in the Seller Disclosure Schedule will be deemed to qualify only each representation and warranty set forth in this Agreement (i) that is specifically identified (by cross-reference or otherwise) in the Seller Disclosure Schedule as being qualified by such exception, or (ii) with respect to which the relevance of such exception is readily apparent on the face of the disclosure of such exception set forth in the Seller Disclosure Schedule.

5.1 Organization, Good Standing and Qualification; No Ownership Interests. The Seller is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. The Seller has all requisite corporate or other entity power and authority to own and operate the Acquired Assets, to execute and deliver this Agreement, the Escrow Agreement, the Bill of Sale, the Development Agreement, the ROFR Agreement, the Seller Non-Competition Agreement, the Intellectual Property Assignment Agreements and the other documents, instruments and agreements contemplated hereby (collectively, the "Transaction Documents"), and to carry out the provisions of this Agreement and the other Transaction Documents and to carry on its business as presently conducted and as presently proposed to be conducted. Each Macroplata Entity is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Each Macroplata Entity has all requisite corporate or other entity power and authority to execute and deliver the Macroplata Assignment Agreement, to carry out the provisions of the Macroplata Assignment Agreement and to carry on its business as presently conducted and as presently proposed to be conducted. Section 5.1 of the Seller Disclosure Schedule sets forth (organized by the Seller) each jurisdiction where the Seller is qualified, licensed or admitted to do business and separately lists (organized by the Seller) each other state, province or country in which the Seller owns, uses, licenses or leases its assets or properties, conducts business, has employees or engages independent contractors, in each case relating to Acquired Assets. Except as set forth on Schedule 5.1 of the Seller Disclosure Schedule, the Seller does not own or control, directly or indirectly, any interest in any other corporation, association, partnership, limited liability company or other business entity that is engaged in, or owns, licenses or leases any properties or assets relating to, or used or held for use in, any Products or the Acquired Assets.

5.2 Authorization; Binding Obligations; Governmental Consents.

(a) All corporate and other entity actions on the part of the Seller, its officers, directors, managers, members and equityholders necessary for the authorization, execution and delivery of this

Agreement and the other Transaction Documents to which the Seller is a party and the performance of all obligations of the Seller hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been taken prior to the date hereof. This Agreement and, as of the Closing, each of the other Transaction Documents to which the Seller is a party have been or (in the case of such other Transaction Documents) as of the Closing will be duly executed and delivered by the Seller and are valid or (in the case of such other Transaction Documents) as of the Closing will be binding obligations of the Seller enforceable in accordance with their terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights, and (ii) general principles of equity that restrict the availability of equitable remedies (such exceptions, the "Enforceability Exceptions"). All corporate and other entity actions on the part of each Macroplata Entity, its officers, directors, managers, members and equityholders necessary for the authorization, execution and delivery of the Macroplata Assignment Agreement and the performance of all obligations of each Macroplata Entity thereunder and the consummation of the transactions contemplated thereby have been taken prior to the date hereof.

(b) No Permit or Order of, or declaration or filing with, any Governmental Authority on the part of the Seller is required in connection with the execution and delivery of this Agreement, the other Transaction Documents and the Macroplata Assignment Agreement and the consummation of the transactions contemplated hereby and thereby, except as are set forth on Section 5.2(b) of the Seller Disclosure Schedule.

5.3 Agreements; Actions.

(a) Except as set forth in Section 5.3(a) of the Seller Disclosure Schedule, there are no agreements, understandings or proposed transactions between the Seller and any of its officers, directors, managers, member, equityholders, Affiliates, or any Affiliate thereof in connection with or relating to, or otherwise used in or useful to the sale, use or manufacture of, the Acquired Assets or Products.

(b) Except as set forth in Section 5.3(b) of the Seller Disclosure Schedule, there are no contracts or Orders to which the Seller is a party or by which the Seller is bound that relate to the Acquired Assets or Products and involve (each such contract, proposed transaction or Order disclosed or required to be disclosed in Section 5.3(b) of the Seller Disclosure Schedule, together with each such contract or Order entered into after the date of this Agreement, is referred to herein as a "Material Contract"):

(i) any obligations (contingent or otherwise) of, or payments by, the Seller in excess of $25,000 over the term of such contract;

(ii) payments to the Seller in excess of $25,000 over the term of such agreement;

(iii) the development, acquisition, sharing, license, assignment or transfer of any Intellectual Property or other proprietary right to or from the Seller (other than: (A) paid-up licenses to the Seller arising from the purchase or license of generally available "off the shelf" software, and (B) non-disclosure and confidentiality agreements entered into pursuant to the Seller's standard form of non-disclosure agreement that has been provided to Buyer),

(iv) any restriction on the right or ability of the Seller (or of the Buyer or any of its Affiliates, after giving effect to the Closing) to do any of the following: (A) to compete with, or solicit any customer of, any other Person; (B) to acquire any product or other asset or any services from any other Person; (C) to solicit, hire or retain any person as an employee, consultant or independent contractor; (D) to develop, manufacture, sell, supply, distribute, offer, support or service any product

(including Products) or any technology or other asset to or for any other Person; (E) to perform services for any other Person; or (F) to transact business or deal in any other manner with any other Person;

(v) the research, design, development, manufacture, or testing of any Products, or clinical trials (including pre- and post-marketing trials) relating to any Products;

(vi) the manufacture, marketing, sale or distribution of any Products in any jurisdiction, or any restrictions on the Seller's (or the Buyer's, after giving effect to the Closing) exclusive rights to develop, manufacture, assemble, distribute, market and sell its products (including any Products);

(vii) indemnification by, or covenant or other obligation of, the Seller with respect to infringements of Intellectual Property rights;

(viii) any supply agreements;

(ix) the lease, sale, license or disposition of any Acquired Assets;

(x) granted rights to manufacture, produce, assemble, license, market, distribute, or sell any Product to any other Person; or

(xi) any other rights or obligations that are otherwise material to the Acquired Assets or any Product.

(c) The Seller has delivered or have caused to be delivered to the Buyer correct and complete copies of each Material Contract listed or required to be listed in Section 5.3 of the Seller Disclosure Schedule, as such Material Contracts are amended and supplemented to date. None of the Material Contracts has been modified in any material respect, except to the extent that such modifications are disclosed by the copies provided to the Buyer. Each such Material Contract is a valid, binding and enforceable obligation of the Seller and, to the knowledge of the Seller, of the other party or parties thereto, subject to the Enforceability Exceptions, and is in full force and effect. Neither the Seller nor, to the knowledge of the Seller, any other party or parties thereto, is in breach or non-compliance in any material respect of any material term of any such Material Contract, and no event has occurred which with or without notice or lapse of time or both would constitute a breach thereof or default thereunder in any material respect by the Seller or, to the knowledge of the Seller, any other party thereto. The Seller has not received notice of any breach of or default under, or intention to terminate or not renew, any such Material Contract and, to the knowledge of the Seller, there is no reasonable basis for believing that any of the foregoing will be forthcoming. Except as set forth in Section 5.3(c) of the Seller Disclosure Schedule, (i) no Material Contract listed or required to be listed in Section 5.3 of the Seller Disclosure Schedule includes or incorporates any provision the effect of which would be to enlarge or accelerate any obligations of the Seller or give additional rights to any other party thereto, or will in any other way be adversely affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement or the other Transaction Documents; and (ii) no permit, approval, authorization or consent of, or notification to, any Person (excluding Governmental Authorities) is required in connection with the execution, delivery and performance by the Seller of this Agreement or the other Transaction Documents.

5.4 Title to Assets; Conveyance. The Seller is the lawful owner of and have good and valid record and marketable title to all of the Acquired Assets, none of which are subject to any Encumbrances (other than Permitted Encumbrances). At and as of the Closing, the Seller will convey the Acquired Assets to the Buyer by deeds, bills of sale and other instruments of assignment and transfer effective in

each case to vest in the Buyer, and the Buyer will have, good and valid record and marketable title to all of the Acquired Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

5.5 Intellectual Property. For purposes of this Section 5.5, the representations and warranties of the Seller shall be deemed to be made after giving effect to the Macroplata Assignment Agreement.

(a) Seller Intellectual Property. Section 5.5(a) of the Seller Disclosure Schedule sets forth a complete and accurate list of (i) all Seller Intellectual Property which is registered by the Seller or for which the Seller has applied for registration ("Registered Intellectual Property"), and (ii) all licenses, assignments and other contracts relating to Seller Intellectual Property, including any of the foregoing relating to Seller Intellectual Property which the Seller has licensed from others or which the Seller has licensed or authorized for use by others.

(b) No Infringement of Third Parties. Except as set forth in Section 5.5(b) of the Seller Disclosure Schedule, the development, manufacture, marketing, sale, distribution or use of the Products does not and will not interfere with, conflict with, infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any third party, and no Action or claim has been asserted, is pending or, to the knowledge of the Seller, has been threatened alleging that the development, manufacture, marketing, sale, distribution or use of the Products interferes with, conflicts with, infringes upon, misappropriates or otherwise violates the Intellectual Property rights of any third party, or that challenges or seeks to deny or restrict the exclusive ownership or use by the Seller of any Seller Intellectual Property and, to the knowledge of the Seller, there is no basis therefor. Except as set forth in Section 5.5(b) of the Seller Disclosure Schedule, the Seller has not agreed, and is not otherwise obligated, to indemnify or to a covenant not to sue any third party for or against any infringement, misappropriation, or other violation with respect to any Seller Intellectual Property or other Intellectual Property. Except as set forth in Section 5.5(b) of the Seller Disclosure Schedule, the Seller is not obligated to provide any consideration (whether financial or otherwise) or account to any third-party with respect to any exercise of rights by the Seller, or any successor to the Seller, in any Seller Intellectual Property, or with respect to the manufacture, use or sale of the Products.

(c) Ownership; Sufficiency. Except as set forth in Section 5.5(c) of the Seller Disclosure Schedule, the Seller (i) is the sole owner of the entire right, title and interest in and to the Seller Intellectual Property owned or purported to be owned by the Seller, and (ii) has the right to use, pursuant to a valid and enforceable written agreement, all other Seller Intellectual Property. The Seller Intellectual Property, including the Intellectual Property listed in Section 5.5(a) of the Seller Disclosure Schedule, constitutes all of the Intellectual Property held by the Seller in connection with or related to the Products and the Acquired Assets and no other Intellectual Property is necessary for or material to the operation of the Business as presently conducted, including the development, use, manufacture, import, marketing, sale or compilation of the Products or Acquired Assets. Section 5.5(c) of the Seller Disclosure Schedule sets forth all third-party Intellectual Property which is incorporated into, integrated or bundled with, or used by the Seller in the development, use, manufacture, import, marketing, sale or compilation of the Products or the Acquired Assets and any contracts with such third parties. To the extent that any third-party Intellectual Property is incorporated into, integrated or bundled with, or used by the Seller in the development, use, manufacture, import, marketing, sale or compilation of any of the Products or Acquired Assets, the Seller has a written contract with such third-party pursuant to which the Seller either (A) has obtained complete, unencumbered and unrestricted ownership of, and is the exclusive owner of, such Intellectual Property or (B) has obtained perpetual, non-terminable licenses without any obligation of consideration (financial or otherwise) to such third-party Intellectual Property sufficient for the development, use, manufacture, import, marketing, sale or compilation of the Products or Acquired Assets.

(d) Filing, Prosecution and Recordation. All documents, recordations and certificates in connection with the registration or application for registration of the Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States and non-United States jurisdictions, as the case may be, for the purposes of prosecuting, maintaining, renewing, and perfecting such Seller Intellectual Property, and the Seller has maintained all registrations, grants and certificates issued in any jurisdiction worldwide with respect thereto in full force and effect. The Seller has complied with all applicable notice and marking requirements for, and none of the labels or other packaging or marketing materials with respect to the Products contain any false, inaccurate or incorrect marking for, the Seller Intellectual Property. Without limiting the generality of the foregoing, (i) each item of Registered Intellectual Property is in compliance with Law, and all filings, payments and other actions required to be made or taken to maintain each item of Registered Intellectual Property in full force and effect have been made by the applicable deadline, and (ii) the Seller has delivered or made available to Buyer complete and accurate copies of all applications, material correspondence and other material documents related to each such item of Registered Intellectual Property.

(e) Options. Except as set forth on Section 5.5(e) of the Seller Disclosure Schedule, there are no outstanding options, licenses, sublicenses, or contracts of any kind held by any other Person to the Seller Intellectual Property and there is no basis for a claim by any third party to such a license or right. The Seller has complied with all of its obligations of confidentiality in respect of the claimed trade secrets or proprietary information of others and knows of no violation of such obligations of confidentiality as are owed to it with respect to the Seller Intellectual Property.

(f) Validity. All Registered Intellectual Property is valid, subsisting and enforceable, provided that the foregoing representation is made to the Seller's knowledge with respect to any such Registered Intellectual Property that is not registered or issued. To the knowledge of the Seller, there is no basis or argument in fact or law from which one might reasonably infer that any of the Seller Intellectual Property is invalid or unenforceable (including by reason of misjoinder or nonjoinder of inventors). The Seller Intellectual Property has not been adjudged invalid or unenforceable in whole or in part. No Action or claim is pending or, to the knowledge of the Seller, threatened alleging that any Seller Intellectual Property is invalid or unenforceable in whole or in part. No inequitable conduct, nor any on-sale bar or public use or improper disclosure activity or violation, has been engaged in or committed with respect to any material Seller Intellectual Property or in the prosecution of any patent applications or patents in any Seller Intellectual Property, and no material information was withheld from any entity requiring disclosure of such information during prosecution of such patent applications or patents.

(g) No Infringement by Third Parties. To the knowledge of the Seller, no Person is engaging in any activity that infringes or misappropriates Seller Intellectual Property, and no threat, notice, demand or other communication (oral or written) to that effect has been made by the Seller against any Person.

(h) Licenses. The Seller has delivered or made available to Buyer correct and complete copies of any licenses of the Intellectual Property licensed by the Seller or its Affiliates included in the Seller Intellectual Property, other than paid-up licenses of commercial off-the-shelf computer software. With respect to each such license:

(i) such license is valid and binding and in full force and effect and represents the entire agreement between the respective licensor and licensee with respect to the subject matter of such license;

(ii) such license will not cease to be valid and binding and in full force and effect on terms identical in all material respects to those currently in effect as a result of the consummation of the transactions contemplated by this Agreement, nor will the consummation of the transactions contemplated

by this Agreement constitute a material breach or default under such license or otherwise so as to give the licensor or any other Person a right to terminate such license;

(iii) the Seller has not (x) received any notice of termination or cancellation under such license, (y) received any notice of breach or default under such license, which breach has not been cured, or (z) granted to any other third party any rights, adverse or otherwise, under such license that would constitute a material breach of such license; and

(iv) neither the Seller nor, to the knowledge of the Seller, any other party to such license is in material breach or default thereof, and, to the knowledge of the Seller, no event has occurred that, with notice or lapse of time, would constitute such a material breach or default or permit termination, modification or acceleration under such license.

(i) Confidential Information; Assignment of Rights. No trade secrets, confidential information or other confidential proprietary rights of the Seller relating to the Products have been disclosed to any third party outside of appropriate confidentiality provisions in place to protect disclosure of same. The Seller has taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of its trade secrets and other confidential Seller Intellectual Property. All current and former employee and third-party inventors of Seller Intellectual Property are obligated to assign or have assigned all right, title and interest in their inventions forming part of the Acquired Assets to Seller, and have executed invention assignment agreements with respect thereto. To the knowledge of the Seller, (i) there has been no misappropriation, misuse or breach of confidentiality of any material trade secrets or other confidential Seller Intellectual Property by any Person; (ii) no current or former employee, consultant, independent contractor or agent of the Seller has misappropriated any trade secrets of any other Person (including any former employer) in the course of such performance as an employee, independent contractor or agent; and (iii) no current or former employee, consultant, independent contractor or agent of the Seller is in material default or breach of any term of any employment agreement, non-disclosure agreement, assignment of invention agreement or similar contract relating in any way to the protection, ownership, development, use or transfer of Seller Intellectual Property. The Seller has taken all reasonable steps under any material confidential non-disclosure agreements to which it is a party, including but not limited to those with Intuitive Surgical Operations Inc. and Olympus Corporation, to cause the recipients of any confidential information of the Seller provided thereunder to cease using and to return or destroy all such confidential information pursuant to the provisions thereof.

(j) Effect of Contemplated Transactions. Neither the execution, delivery or performance of this Agreement or any of the Transaction Documents will, with or without notice or the lapse of time, result in or give any other Person the right or option to cause or assert: (i) a breach or violation of or conflict with any contract concerning Seller Intellectual Property; (ii) a loss of, or Encumbrance on, any Seller Intellectual Property, or any Seller Intellectual Property to cease to be valid and enforceable rights; (iii) the release, disclosure or delivery of any Seller Intellectual Property by any escrow agent or to any other Person; (iv) the grant, assignment or transfer to any other Person of any license or other material right or interest, such as an ownership interest or covenant-not-to-sue, under, in or to any Seller Intellectual Property; (v) that such Person has obtained rights under any Seller Intellectual Property or that Buyer will be obligated to pay any royalties or other amounts to any third-party with respect to Seller Intellectual Property, Product or Acquired Assets; (vi) the forfeiture or termination of, or give rise to a right of forfeiture or termination, of any Seller Intellectual Property; or (vii) any impairment of the right of the Buyer to use, operate, possess, sell or license, without restriction, any Acquired Assets or any Seller Intellectual Property or portion thereof (including in connection with the design, development, manufacture, use, testing, marketing, promotion, commercialization, sale and distribution of any Product) or to license or dispose of, or to bring any Action for the infringement of, any Seller Intellectual Property. Following the Closing, Buyer will be permitted to exercise all of the rights of the Seller with respect to

the Acquired Assets, including under applicable Seller Intellectual Property, to the same extent the Seller would have been able had the transactions contemplated by this Agreement or the other Transaction Documents not occurred and without the payment of any consideration. There are no royalties, honoraria, fees or other payments payable by the Seller to any Person as a result of the ownership or use of Seller Intellectual Property and the use, possession, sale, marketing, advertising or disposition of the Products, and the consummation of the transactions contemplated by this Agreement or the other Transaction Documents will not result in any such royalties, honoraria, fees or other payments being payable by Buyer. Following the Closing, all Seller Intellectual Property will be fully transferable, alienable or licensable by Buyer without restriction, consent or permission, and without payment of any kind to any third-party.

(k) Governmental Authorities. No funding, facilities or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any Seller Intellectual Property. Seller is not nor has Seller ever been a member or promoter of, user of, or a contributor to, any industry standards body or similar organization (including any "open source" software compendium or collaboration or other group or organization) that could compel the Seller to grant or offer to any third party any license or right to any Seller Intellectual Property, Product or Acquired Assets.

5.6 Compliance with Other Instruments. The Seller is not in violation or default of any term of its Organizational Documents, or in material violation or default of any provision of any contract or Order to which it is party or by which it or any of the Acquired Assets is bound or any provision of any statute, rule or regulation applicable to the Seller and relating to any Product or Acquired Asset. The execution, delivery, and performance of and compliance with this Agreement, and the other Transaction Documents, and the consummation of the Acquisition, will not, with or without the passage of time or giving of notice, result in any such violation, or be in conflict with or constitute a default under any such term or provision described in the immediately preceding sentence, or result in the creation of any Encumbrance, other than Permitted Encumbrances, upon any of the Acquired Assets or the suspension, revocation, impairment, forfeiture or nonrenewal of any Permit applicable to any Product or Acquired Asset.

5.7 Litigation. There is no Action pending or, to the knowledge of the Seller, currently threatened against the Seller, the Macroplata Entities or any of their Affiliates or any of their respective officers, directors, members or managers relating to any Product or any Acquired Assets, nor, to the knowledge of the Seller, is there any basis for any of the foregoing. The foregoing includes, without limitation, Actions pending or threatened (or any basis therefor to the knowledge of the Seller) involving the prior employment or activities of the Seller's former or current employees, agents, contractors or consultants, their use in connection with the Acquired Assets of any information or techniques allegedly proprietary to any of their former employers or other Person, or their obligations under any contracts with prior employers or other Person. Seller is not a party or subject to the provisions of any Order relating to any Product or Acquired Asset. There is no Action by the Seller pending or that the Seller intends to initiate, in each case relating to any Product or Acquired Asset.

5.8 Taxes.

(a) The Seller has (i) in respect of the Acquired Assets and the Products, timely filed all Tax Returns required to be filed with the appropriate Taxing authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extensions of time for such filings that have been properly obtained by the Seller), and all such Tax Returns are true, accurate and complete in all material respects and (ii) paid all material Taxes due and owing in respect of the Acquired Assets and the Products (whether or not shown on a Tax Return).

(b) The Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(c) With respect to Seller, no written claim has ever been made by a Taxing Authority in a jurisdiction in which the Seller does not file Tax Returns that the Seller is or may be subject to taxation by that jurisdiction.

(d) The Seller has timely withheld and timely paid all Taxes that are required to have been withheld and paid by the Seller in connection with amounts paid or owing to any employee, independent contractor, creditor or other Person and relating to the Acquired Assets or the Products, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed in all material respects.

(e) The Seller has not received written notice of any claim for assessment or collection of Taxes and, to the knowledge of the Seller, no such claim is pending or is presently being asserted against the Seller or with respect to any of the Acquired Assets.

(f) The Seller is not a party to any pending audit, investigation, Action or proceeding with any Taxing authority, and to the knowledge of the Seller, no audit, investigation, Action or proceeding by any Taxing authority, that relates to any Product or any of the Acquired Assets is threatened.

(g) None of the contracts, the Liabilities of which are assumed under this Agreement are, and neither Seller nor any of its Affiliates is a party to, a Tax sharing, Tax allocation, Tax indemnity, or Tax reimbursement agreement or similar arrangement (excluding in each case contracts with vendors, landlords, and other Persons whose principal purpose is not to address Tax matters), pursuant to which the Buyer or any of its Affiliates may have any obligations to make payments after the Closing. Neither Seller nor any of its Affiliates is, nor has any been, a member of an affiliated group of corporations filing a consolidated U.S. federal income Tax Return.

(h) Since December 31, 2015, with respect to the Acquired Assets or any Product, there has been no new change in or revocation of any material Tax election; settlement or compromise of any claim, notice, audit report or assessment in respect of Taxes; change in any annual Tax accounting period, change in any method of Tax accounting; filing of any amended material Tax Return; entrance into any tax allocation agreement, tax sharing agreement, tax indemnity agreement or closing agreement relating to any material Tax (excluding in each case contracts with vendors, landlords, and other Persons whose principal purpose is not to address Tax matters); surrender of any right to claim a material Tax refund; or consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment, in each case that would have an adverse impact on the Acquired Assets, the Products, the Buyer and its Affiliates in a Post-Closing Tax Period.

(i) None of the Acquired Assets (i) is an asset or property that Buyer or any of its Affiliates will be required to treat as being owned by any other Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately before the enactment of the Tax Reform Act of 1986, (ii) constitutes tax-exempt use property within the meaning of Section 168(h) of the Code, (iii) is "tax-exempt bond financed property" within the meaning of Section 168(g) of the Code, (iv) secures any debt, the interest of which is tax-exempt under Section 103(a) of the Code or (v) is subject to a 467 rental agreement as defined in Section 467 of the Code.

(j) The Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, in each case, with respect to the Acquired Assets or any Product.

5.9 Compliance With Laws; Permits.

(a) To Seller's knowledge, neither Seller nor any of its Affiliates is in violation of any applicable Law, Order, or restriction of any Governmental Authority in respect of the ownership or use of the Acquired Assets, nor has Seller nor any of its Affiliates been in such violation, or received any written (or, to the knowledge of the Seller, oral) notice of any such violation, at any time during the past three (3) years.

(b) The Seller has, and has at all times been in possession of, all material Permits required under applicable Law in connection with its operation of the Acquired Assets. A true and complete list of all such Permits is set forth on Section 5.9(b) of the Seller Disclosure Schedule, and each such Permit is valid and in full force and effect, and accurate and complete copies of such Permits have been delivered to the Buyer. Except as would not unreasonably be expected to result in a material liability, nether the Seller nor any of its Affiliates nor, to the knowledge of the Seller, any Person acting on its behalf, is or has been in breach or violation of any such Permit. No suspension or cancellation of any such Permit is pending or, to the knowledge of the Seller, threatened. The Seller has not received any written notice from any Governmental Authority alleging: (i) any actual or possible violation of or failure to comply with any term or requirement of any such Permit, or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or material adverse modification of any such Permit.

5.10 Environmental Matters.

(a) The Seller is, with respect to the ownership, operation and use of the Acquired Assets, in compliance in all material respects with, and has no material liability arising under, any applicable Environmental Laws. The Seller holds and is in compliance with all Environmental Permits required for the ownership, operation and use of the Acquired Assets, each of which is set forth on Section 5.10(a) of the Seller Disclosure Schedule.

(b) Neither the Seller nor any of its Affiliates has received any notice from any Person that the Seller is subject to any pending or, to the knowledge of the Seller, threatened claim, and neither Seller nor any of its Affiliates is subject to any Order, (i) based upon any provision of any Environmental Law and arising out of any act or omission of the Seller or any of its equityholders or Representatives or (ii) arising out of the ownership, use, control or operation by the Seller or its Affiliates of any facility, site, area or property from which there was a Release of any Hazardous Materials, in each such case relating to the ownership, operation or use of the Acquired Assets.

(c) The Seller has provided to the Buyer copies of all material environmental site assessments (including any Phase I or Phase II reports) and any other material reports in the possession of the Seller or its Affiliates that pertain to compliance with, or liability under, Environmental Laws, in each case in respect of any property currently or formerly owned, leased, operated or used by the Seller or its Affiliates in connection with the ownership, operation or use of the Acquired Assets.

5.11 Clinical and Regulatory Matters.

(a) Seller is, and has been, in compliance with all Healthcare Laws applicable to the Products, or by which any Acquired Asset or Product is bound or affected. The design, manufacture, distribution and testing of each Product by or on behalf of the Seller is being, and has been, conducted in compliance with all applicable Healthcare Laws, including the FDA's current good manufacturing practice regulations at 21 C.F.R. Part 820 for medical device products and, to the extent applicable to the Seller, counterpart Laws in the European Union, and all other countries where compliance is required. The Seller is, and to the knowledge of the Seller, any contract manufacturers of the Products are, and at

all times have been, in compliance with the FDA's registration and listing requirements to the extent required by applicable Healthcare Laws, and the Products, if so required, are in conformance in all material respects with all applicable CE Marking certifications and declarations of conformity. The Seller has not received any communication or notification of any pending or threatened Action from any Governmental Authority, including the FDA, the Centers for Medicare & Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, any Notified Body, or any comparable state, federal or foreign Governmental Authority alleging potential or actual non-compliance by, or liability of, the Seller in connection with any Acquired Asset or Product under any Healthcare Law.

(b) Seller holds all Permits required to permit the design, development, pre-clinical and clinical testing, manufacture, labeling, sale, shipment, distribution and promotion of the Products in jurisdictions where the Seller currently conduct such activities or contemplate conducting such activities (the "Activities to Date") with respect to each Product as currently conducted by Seller (collectively, the "Seller Licenses"). The Seller has fulfilled and performed all of its material obligations with respect to each Seller License and is in compliance in all material respects with all terms and conditions of each Seller License, and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other impairment of the rights of the holder of any Seller License. The Seller has not received any information or notification from the FDA or any other Governmental Authority with jurisdiction over the testing, marketing, sale, use, handling and control, safety, efficacy, reliability, or manufacturing of medical devices which would reasonably be expected to lead to the denial of any application for marketing approval or clearance currently pending before the FDA or any other Governmental Authority. To the extent that any Product is exported from the United States, the export of the Product by or on behalf of the Seller or its Affiliates complies in all material respects with applicable Law.

(c) All filings, reports, documents, claims, submissions and notices required to be filed, maintained, or furnished to the FDA or any state, other federal or non-United States equivalent agencies by the Seller has been so filed, maintained or furnished and were complete and correct in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing), including adverse event reports and medical device reports, in each case with regard to the Products. Section 5.11(c) of the Seller Disclosure Schedule sets forth a list of all adverse event reports related to the Products, including any Medical Device Reports required in accordance with 21 CFR Part 803. Set forth on Section 5.11(c) of the Seller Disclosure Schedule are complaint review and analysis reports of the Seller through the date hereof, including information regarding complaints by product and root cause analysis of closed complaints, which reports are complete and correct in all material respects. All applications, notifications, submissions, information, claims, reports, and filings utilized as the basis for or submitted in connection with any and all requests for a Seller License from the FDA or other Governmental Authority relating to any Product, when submitted to the FDA or any other Governmental Authority, were true, accurate and complete as of the date of submission. Any necessary or required updates, changes, corrections or modifications to such applications, notifications, submissions, information, claims, reports, filings, and other data have been submitted to the FDA or other Governmental Authority and as so updated, changed, corrected or modified remain true, accurate and complete, and do not materially misstate any of the statements or information included therein, or omit to state a material fact necessary to make the statements therein not misleading.

(d) No manufacturing site owned or operated by Seller or that of a contract manufacturer of the Products, with respect to any Product has been subject to a Governmental Authority (including FDA) shutdown or import or export prohibition.

(e) There have been no recalls (either voluntary or involuntary), field notifications, field corrections, market withdrawals or replacements, warnings, "dear doctor" letters, investigator notices,

safety alerts or other notices of action relating to an alleged lack of safety, efficacy, or regulatory compliance of any Product, or seizures ordered or adverse regulatory actions taken (or, to the knowledge of the Seller, threatened) by the FDA or any other Governmental Authority with respect to any of the Products or any facilities where any such Products are tested, produced, processed, packaged or stored.

(f) All preclinical and clinical trials that have been or are being conducted by or on behalf of, or sponsored by, the Seller or in which the Seller has participated, in each case to the extent relating to any Products, were and, if still pending, are being or have been conducted in compliance in all material respects with standard medical and scientific research procedures and the experimental protocols, procedures and controls pursuant to applicable Healthcare Laws, including the FDCA and its applicable implementing regulations at 21 C.F.R. Parts 50, 54, 56, 58, 812, the Medical Device Directives, and all applicable EEA Member State Laws governing performance evaluations and clinical trials with medical devices. The Seller has not received any notices, correspondence or other communication from the FDA or any other Governmental Authority requiring the termination, suspension or material modification of any clinical trials conducted by or on behalf of the Seller or in which the Seller has participated, in each case to the extent relating to any Products, and to the knowledge of the Seller, there is no reason to believe that the FDA or any other Governmental Authority is considering such action. Section 5.11(f) of the Seller Disclosure Schedule lists all clinical trial investigatory sites for the Products, identifying as to each such site whether the Seller has conducted a regulatory and quality assessment and audit of such site. All material observations resulting from such regulatory and quality assessments and audits have been remediated.

(g) The Seller has delivered or made available to the Buyer true, correct and complete copies of all material written communications with any Governmental Authority (specifically including but not limited to the FDA) in any jurisdiction where any Product is sold, as well as correct and complete written summaries of all material oral communications between the Seller or its Representatives, on the one hand, and any Governmental Authority in any jurisdiction or its employees, agents or representatives, on the other hand.

(h) The Seller is not the subject of any pending or, to the knowledge of the Seller, threatened investigation regarding the Products by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46,191 (September 10, 1991) and any amendments thereto ("FDA Fraud Policy"), or otherwise. Neither Seller, nor, to the knowledge of the Seller, any officer, employee, agent or distributor of the Seller has made an untrue statement of material fact to the FDA or any other Governmental Authority, failed to disclose a material fact required to be disclosed to the FDA or any other Governmental Authority, or committed an act, made a statement or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA or any other Governmental Authority to invoke the FDA Fraud Policy or any similar policy. Neither the Seller nor, to the knowledge of the Seller, any Business Employee, or any agent or distributor of the Seller in connection with the Business, has been convicted of any crime or engaged in any conduct for which such person could be excluded from participating in the federal health care programs under Section 1128 of the Social Security Act of 1935, as amended, or any similar Law. No claims, actions, proceedings or investigations that would reasonably be expected to result in a material debarment or exclusion are pending or, to the knowledge of the Seller, threatened, against the Seller or, to the knowledge of the Seller, any Business Employee. None of the Business Employees are included on the List of Excluded Individuals and Entities maintained by the Office of Inspector General of the United States Department of Health and Human Services.

5.12 Brokers; Expenses. No finder, broker, agent or other intermediary has acted for or on behalf of the Seller or its shareholders in connection with the negotiation of this Agreement or the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

5.13 Consents. Except as set forth in Section 5.13 of the Seller Disclosure Schedule, no permit, approval, authorization or consent of any Person (excluding governmental authorities) is required in connection with the execution, delivery and performance by the Seller of this Agreement or the other Transaction Documents, or the consummation of the transactions contemplated hereby or thereby.

5.14 Manufacturing and Marketing Rights. Except as set forth in Section 5.14 of the Seller Disclosure Schedule, the Seller has not granted rights to manufacture, produce, assemble, license, market, distribute, or sell any Product to any other Person and is not bound by any contract that affects the Seller's exclusive right to develop, manufacture, assemble, distribute, market or sell any Product.

5.15 Government Grants and Incentives. The Seller has not at any time applied for or received any grants, incentives, benefits, qualifications and subsidies from any Governmental Authority.

5.16 Liabilities. There are no Liabilities of the Seller or any of its Affiliates relating to the Acquired Assets, and, to the knowledge of the Seller, there are no material contingent Liabilities of the Seller or any of its Affiliates relating to the Acquired Assets, except (a) as set forth in Section 5.16 of the Seller Disclosure Schedule, (b) Liabilities incurred under this Agreement, (c) Liabilities set forth on Seller's most recent balance sheet provided or made available to Buyer and Liabilities incurred in the ordinary course of Seller's business since the date of such balance sheet, and (d) Liabilities not required by GAAP to be disclosed or reflected on a balance sheet, none of which shall be deemed Assumed Liabilities hereunder.

5.17 Personal Property.

(a) The Acquired Assets (other than Intellectual Property which is covered by Section 5.5 hereof) belong to or may be lawfully used by the Seller, free and clear of any Encumbrance (other than Permitted Encumbrances) or expiration of term of such use, and no Affiliate of the Seller owns, leases, controls or holds a license to any Acquired Asset.

(b) The tangible assets included in the Acquired Assets are in good operating condition and repair taking into account normal wear and tear.

(c) There has been no termination of, or threat to terminate, the right of the Seller to use or possess any of its assets, whether tangible or intangible, that are necessary to make, have made, use and sell the Products.

5.18 Privacy and Data Security. The Seller has provided true and correct copies of all privacy policies adopted by the Seller in connection with the Acquired Assets. In connection with its operation of the Business relating to the Acquired Assets, the Seller (i) has complied with all Privacy Laws and other Laws regarding the disclosure of data, and (ii) has taken commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Seller in accordance with its applicable privacy policies.

5.19 Certain Business Practices. Neither the Seller nor any of its directors, officers, managers, members or employees (in their capacity as directors, officers, managers, members or employees) has: (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity in respect of the Business; (b) directly or indirectly, paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, or other party acting on behalf of or under the auspices of a governmental official or Governmental Authority which is in any manner illegal under any Laws of the United States or any other country having jurisdiction; or (c) made any payment to any customer or supplier of the Seller, or given any other

consideration to any such customer or supplier in respect of the Business that violates applicable Law in any material respect. Without limiting the foregoing, the Seller (including any of its officers, directors, managers, members, agents, employees or other Persons associated with or acting on its behalf) has not, directly or indirectly, taken any action which would cause it to be in violation of the U.S. Foreign Corrupt Practices Act, as amended, or any rules or regulations thereunder, including by offering or conveying, directly or indirectly (such as through an agent), anything of value to obtain or retain business or to obtain any improper advantage, including any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign government official, candidate for office, or political party or official of a political party.

5.20 Products Liability.

(a) No claim has been made or threatened in connection with the product liability of any Product and no Governmental Authority has commenced or threatened to initiate any Action with respect to any recall of any Product, or commenced or threatened to initiate any Action to enjoin the production of any Product, and to the knowledge of the Seller, there is no basis for any such claim or Action, nor any reason to believe that any Governmental Authority is considering such Action.

(b) To Seller's knowledge, the Products supplied by the Seller have complied with all applicable Laws and with all government, trade association and other mandatory and voluntary requirements, specifications and other forms of guidance.

(c) To Seller's knowledge, no Product developed, used, manufactured or sold by the Seller prior to the Closing contained or will contain any quality, design, engineering, manufacturing or safety defect.

5.21 Absence of Changes. Except as set forth in Section 5.21 of the Seller Disclosure Schedule or pursuant to this Agreement, since December 31, 2015: (a) there has been no Material Adverse Effect; (b) the Seller has conducted the Business in the ordinary course of business; (c) there has not been any material loss, damage or destruction to, or any material interruption in the use of, any of the Acquired Assets (whether or not covered by insurance), other than ordinary wear and tear; and (d) the Seller has not taken any action which, if taken (without the consent of the Buyer) after the date hereof, would be prohibited under Section 7.1.

5.22 Related-Party Transactions. Except as set forth in Section 5.22 of the Seller Disclosure Schedule, (a) no Affiliate, employee, officer, director or consultant of or to the Seller (i) owns or has any interest in any property or asset of any type or description that is included in the Acquired Assets, or (ii) is a party to any contract with the Seller by which any of the Acquired Assets are bound; and (b) no Affiliate of the Seller performs any services for or on behalf of the Seller in connection with any of the Acquired Assets.

5.23 Insurance.

(a) Section 5.23(a) of the Seller Disclosure Schedule sets forth a true and complete list of all insurance policies under which the Seller has been an insured relating to the Acquired Assets, the named insured or otherwise the principal beneficiary of coverage at any time within the past three (3) years showing each of the following: (i) the names of the insurer, the principal insured and each named insured; (ii) the policy number; (iii) the period and amount of coverage; and (iv) a current, complete and accurate list of all insurance claims notified during the three (3) years preceding the date hereof.

(b) With respect to such insurance policies: (i) each policy is legal, valid, binding and, subject to the Enforceability Exceptions, is enforceable in accordance with its terms and, except for policies that have expired under their terms in the ordinary course, is in full force and effect; and (ii) the Seller is not in material breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and to the knowledge of the Seller, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification, under such policies.

(c) To the knowledge of the Seller, there has been no circumstance or breach of any terms, conditions, representations or warranties under any such insurance policies that would entitle the applicable insurers to decline to pay all or any part of any material claim made under such policies. The Seller has paid all premiums when due and have otherwise performed all of its obligations under all such insurance policies. No insurer has threatened in writing to terminate any such insurance policies, to reduce the scope of the insurance thereunder or to materially increase the premiums owed.

5.24 Inventory. Subject to the applicable reserves therefor set forth in the Seller's books, records or financial statements, substantially all of the inventories included in the Acquired Assets are in good and marketable condition, and are saleable in the ordinary course of business consistent with past practices, except for obsolete, excess, damaged, slow-moving or otherwise unusable inventory, which to the extent existing at the date thereof, have been written off or written down in the Seller's books, records and financial statements in a manner consistent with past practice and in accordance with GAAP consistently applied.

5.25 Customers and Suppliers. Section 5.25 of the Seller Disclosure Schedule lists the ten (10) largest customers (measured by gross sales dollars) and the ten (10) largest suppliers (measured by invoiced dollars) with respect to the Acquired Assets for the fiscal year ended December 31, 2015 and the nine (9) month period ended September 30, 2016, respectively ("Major Customers" and "Major Suppliers," respectively) and the dollar amount of business conducted with each Major Customer and Major Supplier in such year and such nine (9) month period. The Seller is not engaged in any dispute with any Major Customer or Major Supplier, the Seller is not in breach of or in default of any agreement with any of the Major Customers or Major Suppliers, to Seller's knowledge no Major Customer or Major Supplier intends to cancel or otherwise substantially modify its relationship with the Seller or to decrease materially or limit its services, supplies or materials to the Seller or its usage or purchase of the Products, and to the knowledge of the Seller, the consummation of the transactions contemplated hereby will not adversely affect the relationship of Buyer with any Major Customer or Major Supplier.

5.26 Disclosure. The Seller has provided the Buyer with all information that the Buyer has requested for deciding whether to execute this Agreement. Neither this Agreement (including all the exhibits and schedules hereto), the other Transaction Documents nor any other statements or certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances under which they were made. Except as set forth in this Agreement, to the knowledge of the Seller, there is no fact that the Seller has not disclosed to the Buyer and of which any of its officers, directors, members, managers or executive employees is aware and that has had or could reasonably be expected to have a Seller Material Adverse Effect or a material adverse effect on the ability of the Buyer to hold and enjoy the Acquired Assets or manufacture, market or sell any Product.

6. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer hereby represents and warrants to the Seller as follows:

6.1 Organization and Qualification. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

6.2 Authority Relative to this Agreement. The Buyer has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Acquisition and the other transactions contemplated hereby. The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the Acquisition have been duly and validly authorized by all necessary corporate action and no other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement or to consummate the Acquisition. This Agreement has been duly and validly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery by the Seller, constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms, subject to the Enforceability Exceptions.

6.3 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by the Buyer do not, and the performance of this Agreement by the Buyer will not, (i) conflict with or violate the Organizational Documents of the Buyer, (ii) conflict with or violate any Order, statute, rule or regulation binding on or applicable to the Buyer or its properties, except for such conflicts or violations which would not, individually or in the aggregate, have a Buyer Material Adverse Effect, or (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on any property or asset of the Buyer pursuant to, any contract, permit or other instrument or obligation to which the Buyer is a party or by which the Buyer or any property or asset of Buyer is bound or affected, except for any such breaches, defaults or other occurrences which would not, individually or in the aggregate, have a Buyer Material Adverse Effect.

(b) No Permit or Order of, or declaration or filing with, any Governmental Authority on the part of the Buyer is required in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

6.4 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Acquisition based upon arrangements made by or on behalf of the Buyer.

7. CONDUCT OF BUSINESS PENDING THE CLOSING AND RELATED COVENANTS.

7.1 Conduct of the Business. The Seller covenants and agrees that, during the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, unless the Buyer shall otherwise agree in writing, the Seller shall not, and shall cause its Affiliates not to, directly or indirectly do, or propose to do, any of the following without the prior written consent of the Buyer, with it being understood that each of such clauses below shall constitute an independent obligation of the Seller, not qualified by any other such clause, and shall be deemed to be cumulative:

(a) cause or permit any amendments to its Organizational Documents in any manner that could adversely affect or delay the consummation of the Acquisition;

(b) (i) sell, assign, transfer, convey, license, lease, or otherwise dispose of or grant any rights with respect to any Acquired Assets, except for sales of inventory in the ordinary course of business; (ii) cause or permit any Acquired Asset to become bound by or subject to any Encumbrance (other than any Permitted Encumbrance); or (iii) incur any Liability which would constitute an Assumed Liability;

(c) sell, assign, transfer, convey, license, lease, or otherwise dispose of or grant any rights with respect to any Seller Intellectual Property or enter into any license for any Intellectual Property relating to the Products from a third party;

(d) allow to lapse, or fail to maintain or further prosecution of, or, to the extent that it is nonpublic, fail to take or maintain adequate measures to protect the confidentiality of any Seller Intellectual Property, or otherwise do any act or knowingly omit to do any act that would cause or permit any Seller Intellectual Property to become invalidated, abandoned, no longer maintained, unenforceable, or dedicated to the public domain;

(e) acquire a material amount of any properties or assets that would be Acquired Assets;

(f) except as required by any Law, (i) pay, discharge, settle or satisfy any Action relating to the Acquired Assets or any Seller Intellectual Property; (ii) knowingly waive or assign any claims or material rights of the Seller relating to the Acquired Assets or any Seller Intellectual Property; or (iii) knowingly waive any material benefits of, or agree to modify in any material respect, or, subject to the terms hereof, fail to enforce in any material respect, or consent to any matter with respect to which consent is required under, any material confidentiality or similar agreement to which the Seller is a party and that relates to the Acquired Assets or any Seller Intellectual Property;

(g) enter into, extend, modify or amend any material terms of, consent to the assignment of, terminate or renew any Material Contract (or contract that if in existence on the date hereof would have constituted a Material Contract) relating to the Acquired Assets, or assign, waive or release any material rights, claims or benefits thereunder;

(h) change or revoke any material Tax election; make any material Tax election, change an annual accounting period; change any accounting method with respect to Taxes; file any amended Tax Return; enter into any closing agreement; settle or compromise any Tax claim or assessment; or consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes; in each case to the extent such action could adversely affect the Acquired Assets, the Products, or the Buyer and its Affiliates in a Post-Closing Tax Period;

(i) materially reduce the amount of any material insurance coverage provided by existing insurance policies covering or otherwise relating to any Acquired Assets, or willingly allow or permit to be done any act by which any of such insurance policies may be suspended, impaired or canceled;

(j) commence a lawsuit in any way involving the Products or any Acquired Assets, other than (i) for the routine collection of bills, (ii) in such cases where the Seller in good faith determines that failure to commence suit would result in the material impairment of a valuable aspect of the Products or any Acquired Assets, provided, that the Seller consults with the Buyer prior to the filing of such a suit, or (iii) with respect to this Agreement;

(k) willfully do any other act or fail to take any reasonable action, which act or failure to take reasonable action would cause any representation or warranty of the Seller in this Agreement (without giving effect to any materiality qualifications set forth therein) to become untrue in any material respect,

or otherwise take any action that would reasonably be expected to prevent, delay or impede the consummation of the Acquisition;

(l) hire or retain any Business Employee or consultant having access to confidential or proprietary information relating to the Products or any Acquired Assets unless such Person enters into a proprietary information and inventions assignment agreement with the Seller in the form previously provided to the Buyer or any agreement containing substantially similar and no less restrictive confidentiality and inventions assignment provisions, or amend or otherwise modify, or grant a waiver under, any such proprietary information and inventions assignment agreement with any such Person; or

(m) authorize, commit to, agree to take, or permit to occur any of the foregoing actions.

7.2 Clinical Trials. During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, Seller shall diligently conduct and complete all research and development activities with respect to the Products in the Field in compliance with all applicable Laws, and at the reasonable request of the Buyer, Seller shall provide the Buyer with updates concerning the progress of and developments in and results of any clinical trials being conducted by or on behalf of the Seller with respect to any Products in the Field. In addition, Seller shall (a) invite the Buyer to attend and participate in all material meetings with clinical investigators, (b) provide the Buyer with copies of all material written communication provided to and from such investigators, and (c) provide the Buyer with copies of any interim data and data analysis generated with respect to its clinical trials, in each such case to the extent relating to any of the Products in the Field. Prior to finalizing such protocols or delivering drafts or copies thereof to institutional review boards or regulatory authorities, selecting such clinical investigators and engaging in such clinical trials, Seller shall, during the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, furnish to the Buyer for its review and comment, and shall consult with the Buyer regarding, (i) clinical trial protocols, (ii) lists of clinical investigators, (iii) copies of all forms of clinical investigator contracts, (iv) all clinical trial agreements (including clinical financial information), and (v) patient data forms for any of its proposed clinical trials prior to finalizing such protocols or delivering drafts or copies thereof to institutional review boards or regulatory authorities, selecting such clinical investigators and engaging in such clinical trials, in each case relating to the Products in the Field. At the reasonable request of the Buyer during the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Buyer shall have the right to be present for observation purposes at any procedures performed in connection with any clinical trial conducted by or on behalf of the Seller with respect to any Products in the Field, and the Buyer shall be given full access to the physicians performing such clinical trials. In addition, at the reasonable request of the Buyer during the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Buyer shall be given full access to (A) all internal and contract research organization or vendor correspondence, monitoring reports, study guidelines, plans, charters, meeting minutes, documents (whether internal or external) created or collected for any clinical trials, and device management records at the clinical site level, (B) audit information relating to any clinical trials, and (C) any consultants, core labs or vendors used for any clinical trials, in each such case to the extent relating to any of the Products in the Field. During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, Seller shall also provide the Buyer with summaries of the results of such clinical trials and of any pre-clinical trials, upon the request of the Buyer, in any format reasonably requested by the Buyer. Prior to finalizing any publications of the results of any such clinical trials during the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, Seller shall furnish to the Buyer for its review and comment any such results or articles proposed to be published.

7.3 Regulatory Approval Matters. During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement:

(a) The Seller shall notify the Buyer of any material communications relating to any Product in the Field with the FDA, any Notified Body, or any corollary entity in any other jurisdiction, including outside of the United States of America, or any other Governmental Authority, whether written or oral, as soon as reasonably practicable, but in no event later than three (3) business days after the receipt of such communication, and within such same time period, the Seller shall provide the Buyer with copies of any such written communications and written summaries of any such oral communications.

(b) From time to time and at the reasonable request of the Buyer, the Seller shall provide the Buyer with updates concerning the progress of regulatory filings made or to be made by the Seller relating to any of the Products and the strategy for obtaining necessary regulatory approvals to develop, expand the indications of, manufacture, market and sell the Products. The Seller shall furnish such updates to the Buyer for its review and comment, and the Buyer shall provide such comments, if any, as soon as reasonably practicable. The Seller shall furnish to the Buyer for its review and comment, and shall consult with the Buyer regarding, any material regulatory filing relating to any of the Products prior to finalizing such filings and delivering them to the relevant regulatory authorities. The Buyer shall not unreasonably delay its review or withhold comment on any such filing or correspondence with a relevant regulatory authority.

8. ADDITIONAL AGREEMENTS.

8.1 Notice of Developments. During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Buyer and the Seller shall promptly advise the other party in writing of (a) the occurrence or non-occurrence of any event or circumstance which would reasonably be expected to cause or has caused any representation or warranty made by it in this Agreement to become untrue or inaccurate in any respect so as to cause the Closing conditions set forth in Section 10.2 or Section 10.3, respectively, to fail to be satisfied, (b) the failure by it to comply in any material respect with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement prior to the Closing, (c) with respect to the Seller, any change or event having, or which is reasonably likely to have, a Seller Material Adverse Effect or (d) with respect to the Seller, any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; provided, however, that no such notification will be deemed to prevent or cure any breach of, or inaccuracy in, amend or supplement any section of the Seller Disclosure Schedule, or otherwise disclose an exception to, or affect in any manner, the representations, warranties, covenants or agreements of the parties (or remedies with respect thereto) or the conditions to the obligations of the parties under this Agreement.

8.2 Consents. The Seller shall use their commercially reasonable efforts, at the Seller's expense, to obtain the consents described in Schedule 8.2 hereto. In the event that the Seller shall fail to obtain any third party consent necessary for the consummation of the transactions contemplated hereby, the Seller shall use commercially reasonable efforts, and take any such actions reasonably requested by the Buyer, to minimize any adverse effect upon the Buyer and its Affiliates and their respective businesses resulting, or which could reasonably be expected to result after the Closing, from the failure to obtain such consent.

8.3 Efforts. During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Buyer and the Seller will:

(a) use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the Acquisition and the other transactions contemplated hereby, including using its commercially reasonable efforts to obtain all Permits and Orders of Governmental Authorities as are necessary for the consummation of the Acquisition and the other transactions contemplated hereby and to fulfill the conditions set forth in Section 10. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, in no event shall the Buyer or any of its Affiliates be required to, propose, negotiate, agree to, commit to or effect, by consent decree, hold separate orders, or otherwise, (i) any restraint, prohibition, limitation, restriction or alteration to the Acquisition or any of the other transactions contemplated by this Agreement or, in connection with the Acquisition or the other transactions contemplated by this Agreement, any damages, (ii) any restraint, prohibition, limitation, restriction or alteration in any respect, or any conditions on, the ownership or operation by the Buyer or its Affiliates of any of the businesses or assets of the Buyer and its Affiliates (including the Acquired Assets after the Closing), or disposition of or agreement to hold separate any of the business or assets of the Buyer and its Affiliates (including the Acquired Assets after the Closing), in each case as a result of the Acquisition or any of the other transactions contemplated by this Agreement, (iii) any limitations on the ability of the Buyer or any of its Affiliates to acquire or hold, or exercise full rights of ownership of, any of the Acquired Assets, or (iv) the disposition of any assets, properties or businesses or of any assets, properties or businesses to be acquired by the Buyer or its Affiliates pursuant hereto, including by granting a license to any assets to a third party;

(b) cooperate and use its commercially reasonable efforts to vigorously contest and resist any action, including administrative or judicial action, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) that is in effect and that restricts, prevents or prohibits consummation of the Acquisition and the other transactions contemplated hereby, including by vigorously pursuing all available avenues of administrative and judicial appeal; and

(c) use commercially reasonable efforts to take all further action that is necessary or desirable to carry out the purposes of this Agreement, and the Buyer and the Seller shall use its commercially reasonable efforts to take all such actions and shall refrain from taking any actions which would be contrary to, inconsistent with or against, or would frustrate the essential purposes of, the transactions contemplated by this Agreement.

8.4 Exclusivity. During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Seller shall not, and shall cause its Affiliates not to, directly or indirectly, through any Representative or otherwise, take any action to solicit, initiate, seek, entertain, encourage or accept any inquiry, proposal or offer from, furnish any information to, participate in any discussions or negotiations with, or enter into any term sheet, letter of intent, agreement, understanding or arrangement with, any third party (other than the Buyer and its Affiliates) regarding any acquisition by any Person other than the Buyer or its Affiliates of all or any of the Acquired Assets or the Seller Intellectual Property, the licensing or sublicensing of any Seller Intellectual Property, the granting of any distribution or marketing rights relating to any Acquired Assets, or any equity investment constituting a change in control of Seller, or acquisition of all or any controlling portion of the equity interests of, Seller, or the grant of any strategic rights in Seller. For the avoidance of doubt, during the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Seller may not take any action to solicit, initiate, seek, entertain, encourage or accept any inquiry, proposal or offer from, furnish any information to, participate in any discussions or negotiations with, or enter into any term sheet, letter of intent, agreement, understanding or arrangement with, any third party (other than the Buyer and its Affiliates) regarding any acquisition by any Person other than the Buyer or its Affiliates of any equity investment in or acquisitions of all or a

material portion of the equity interests of the Seller, if such transaction would conflict with the transactions contemplated under this Agreement. The Seller shall immediately notify any Person (other than the Buyer or its Affiliates) with which discussions or negotiations of the nature described in the immediately preceding sentence were pending that the Seller is terminating, and the Seller shall immediately terminate, all such discussions or negotiations, and all access given to each such Person or its Representatives to any electronic data room or other database containing information relating to the Acquired Assets shall immediately be terminated upon the execution of this Agreement. If the Seller or any of its Affiliates receives any inquiry, proposal or offer of the nature described in this paragraph, the Seller shall, within one (1) calendar day after such receipt, notify the Buyer in writing of such inquiry, proposal or offer and, so long as the Seller would not be in violation of any confidentiality agreement with the Person making such inquiry, proposal or offer which was executed prior to the date hereof, shall include in such notice a reasonably detailed description of any proposed terms of such inquiry, proposal or offer.

8.5 Access to Information.

(a) During the period beginning on the date of this Agreement and ending upon the earlier of the Closing or the termination of this Agreement, the Seller will, and will cause its Representatives to, afford to the Buyer and its designated Affiliates and their respective Representatives, upon reasonable notice, full access during normal business hours to all properties, books, records, contracts and other documents and information relating to the Acquired Assets or Assumed Liabilities as the Buyer and its designated Affiliates and their respective Representatives may reasonably request, and to those Representatives of the Seller as the Buyer or its Affiliates may from time to time reasonably request in order to assist the Buyer in fulfilling its obligations under this Agreement and to facilitate the consummation of the Acquisition, and a reasonable opportunity to make such investigations as the Buyer and its designated Affiliates and such Representatives reasonably request, and the Seller will furnish or cause to be furnished to the Buyer and its designated Affiliates and their respective Representatives all such information with respect to the affairs and businesses of the Seller relating to the Business (including, but not limited to, the Seller's development programs, regulatory efforts and clinical trials relating to the Products) as they may reasonably request; provided, however, that the Buyer shall not unreasonably interfere with any of the businesses or operations of the Seller in connection with the exercise of its rights under this Section 8.5. For the avoidance of doubt, no investigation or receipt of information pursuant to this Section 8.5 shall be deemed to qualify or modify any representation or warranty of the Seller contained in this Agreement, or shall limit, restrict or otherwise adversely affect the Buyer's or any Buyer Indemnified Party's rights under this Agreement.

(b) Following the Closing, upon reasonable notice, the Seller will provide to the Buyer (and its Representatives) full access to all employees of the Seller and all information, properties, books, records, contracts and documents which the Buyer may reasonably request regarding the Acquired Assets which remain in the possession of the Seller, and the Seller will furnish or cause to be furnished to the Buyer and its Representatives all such information as they may reasonably request. No investigation pursuant to this Section 8.5 shall affect any representation or warranty in this Agreement of any party hereto or any condition to the obligations of the parties hereto.

8.6 Public Announcements; Confidentiality.

(a) The Seller shall not issue any press release or otherwise make any public statements with respect to this Agreement or the Acquisition and related transactions without the prior written consent of the Buyer, except as may be required by law. The Buyer shall consult with the Seller prior to issuing any press release or otherwise making any public statements with respect to this Agreement or the Acquisition and related transactions, and shall not issue any such press release or make any such public statement

prior to such consultation except as may be required by law or any listing agreement with any national securities exchange to which the Buyer or its corporate parent is a party.

(b) From and after the Closing Date, the Seller shall, and shall cause its Affiliates to, treat all information and trade secrets relating to the Products or the Acquired Assets as confidential, preserve the confidentiality thereof, not duplicate, disclose, or divulge to any Person such information or trade secrets, and not use such information or trade secrets for any reason or purpose whatsoever, and shall instruct their respective Representatives who have had access to such information or trade secrets to do the same, in each case, except to the extent that (i) disclosure of such information is required by applicable Law, in which case the Seller shall, and shall cause its Affiliates to, disclose only such information as is so required to be disclosed by applicable Law, use reasonable best efforts to ensure the confidential treatment of any information disclosed pursuant to such applicable Law and, to the extent legally permissible, notify the Buyer prior to making any such required disclosure, or (ii) such information shall have entered the public domain other than by breach of this Agreement by the Seller or such Persons.

8.7 Further Assurances.

(a) In case, at any time after the Closing Date, any further action is necessary or desirable to carry out the purposes of this Agreement, (i) each of the parties to this Agreement will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, at the sole cost and expense of the requesting party (unless otherwise specified herein), and (ii) the proper officers and directors of each party to this Agreement shall use their commercially reasonable best efforts to take all such action and shall refrain from taking any actions which would be contrary to, inconsistent with or against, or would frustrate the essential purposes of, the transactions contemplated by this Agreement.

(b) To the extent any Contract Right is not capable of being assigned, transferred, subleased or sublicensed to the Buyer or its designated Affiliates without the consent or waiver of the issuer thereof or a party thereto or any third party, including a Governmental Authority, the Seller agrees to (i) continue to be bound thereby pending assignment to the Buyer or its designated Affiliates, (ii) at the direction and expense of the Buyer, pay, perform and discharge fully all of its obligations thereunder, (iii) use commercially reasonable efforts to obtain such consents and waivers and to obtain any other consents and waivers necessary to assign, convey, settle, deliver and transfer the Contract Right, and (iv) without further consideration therefor, pay, assign and remit to the Buyer or its designated Affiliates promptly upon receipt all monies, rights and other consideration received in respect of such Contract Right, and otherwise cooperate with the Buyer in all respects to provide that the Buyer or its designated Affiliates shall otherwise receive the interest of the Seller in the benefits under any such Contract Right, including performance by the Seller, acting through the employees of the Buyer or its designated Affiliates without cost to the Seller, as agent for the Buyer or its designated Affiliates. To the extent transferable, the Seller shall provide the Buyer or its designated Affiliates with all of the benefits of such Contract Right and the Buyer or its designated Affiliates shall assume the liabilities and obligations thereunder and this Agreement shall not constitute an assignment, transfer, sublease or sublicense thereof, or an attempted assignment, transfer, sublease or sublicense thereof unless and until such consents and waivers to the assignment, transfer, sublease or sublicense have been properly obtained.

(c) If at any time following the Closing, it is discovered that any Acquired Asset which should have been transferred to the Buyer or its designated Affiliates pursuant to the terms of this Agreement was not transferred to or assumed by the Buyer or its designated Affiliates as contemplated by this Agreement, then the Seller shall, without further consideration therefor, promptly transfer or cause its Affiliates to transfer such Acquired Asset to the Buyer or its designated Affiliates.

8.8 Insurance Matters. The Seller agrees that with respect to acts, omissions, events or circumstances relating to the Products or the Acquired Assets that occurred or existed prior to the Closing and that are covered by third party occurrence-based insurance policies under which the Acquired Assets are insured on or prior to the Closing, the Buyer may, from and after the Closing, make claims under such occurrence-based policies subject to the terms and conditions of such policies and this Agreement; provided, that except as otherwise provided by this Agreement, the Buyer shall bear, and the Seller shall not have any obligation to repay or reimburse the Buyer for, the amount of any deductibles, self-insured retentions and other out-of-pocket expenses incurred in connection with such claims under such occurrence-based policies.

8.9 Separation Plan. The Buyer and the Seller agree to (a) use commercially reasonable efforts to negotiate in good faith, finalize and deliver, as soon as practicable following the date hereof but in any event prior to the Closing, a mutually acceptable separation plan in sufficient detail in respect of certain actions (including with respect to plans, processes and procedures relating to the transfer and separation from the Seller and its Affiliates to the Buyer and its designated Affiliates of manufacturing/test equipment and product assembly lines, technology and Know-How, and information technology systems) to be taken by the parties hereto and their Affiliates following the Closing Date in order to accomplish the separation and transfer of the Acquired Assets as contemplated by this Agreement (the "Separation Plan"), and (b) carry out the Separation Plan in accordance with its final terms. For the avoidance of doubt, all costs and expenses associated with carrying out and completing the activities contemplated by the Separation Plan shall be borne by the party responsible for the relevant separation activities as shall be set forth in the Separation Plan.

8.10 Use of Name. The Seller hereby agrees that upon the Closing, the Buyer shall have the sole right to the use of the name "LumenR, LLC" or similar names, and any service marks, trademarks, trade names, d/b/a names, fictitious names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, or otherwise used in the Business, including any name or mark confusingly similar thereto (collectively, the "Seller Marks") and the Seller shall not, and shall not permit any of its Affiliates or any third party to, use such name or any variation or simulation thereof, except as permitted by the Buyer. In furtherance thereof, as promptly as practicable but in no event later than one hundred twenty (120) days following the Closing Date, the Seller shall, and shall cause its Affiliates to, (a) remove, strike over or otherwise obliterate all Seller Marks from all materials owned or controlled by such Person or used or displayed publicly, and (b) remove any Seller Mark from any legal name of such Person by appropriate legal proceedings in their jurisdictions of organization and in each jurisdiction where they have registered to do business.

9. TAX MATTERS.

9.1 Cooperation. The Buyer and the Seller agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by the Buyer or the Seller, the making of any election relating to Taxes, the preparation for any audit by any Taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. The Buyer and the Seller shall retain all books and records with respect to Taxes pertaining to the Acquired Assets for a period of at least seven (7) years following the Closing Date. The Buyer and the Seller shall cooperate fully with each other in the conduct of any audit, litigation or other proceeding relating to Taxes involving the Acquired Assets or the Allocation.

9.2 Payment of Taxes. To the extent not otherwise provided in this Agreement the Seller shall be liable for and shall promptly pay when due all Property Taxes levied with respect to the Acquired Assets attributable to a Pre-Closing Tax Period, and the Buyer shall be liable for and shall promptly pay

when due all Property Taxes levied with respect to the Acquired Assets attributable to a Post-Closing Tax Period. All Property Taxes levied with respect to the Acquired Assets for the Straddle Period shall be apportioned between Buyer and the Seller based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period. Upon receipt of any bill for Property Taxes or other Taxes, the Buyer or the Seller, as applicable, shall present a statement to the others setting forth the amount of reimbursement to which each is entitled under this Section 9.2 together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) days after delivery of such statement. In the event that the Buyer or the Seller makes any payment for which it is entitled to reimbursement under this Section 9.2, the applicable party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement.

9.3 Transfer Taxes. All transfer, stamp, gross receipts, documentary, excise, sales, use, registration, recordation value-added and other similar Taxes or fees (including all applicable real estate transfer Taxes), including any interest or penalties, incurred in connection with this Agreement and the transactions contemplated hereby ("Transfer Taxes") will be borne 50% by Seller and 50% by Buyer.

9.4 Tax Returns. The Buyer shall timely file at its expense, and Seller shall cooperate in the preparation and filing of, all necessary documentation and Tax Returns with respect to such Transfer Taxes. Seller or the Buyer (as the case may be) shall provide the other party with any certificates or other document from any Taxing authority or any other Person as may be necessary to mitigate, reduce or eliminate any Transfer Tax liability pursuant to this Section 9.4.

9.5 Audits. The Seller shall promptly notify the Buyer in writing upon receipt by the Seller of notice of any pending or threatened Tax audits or assessments relating to the income, properties or operations of the Seller that reasonably may be expected to relate to or give rise to an Encumbrance on the Acquired Assets or the Products. The Buyer and the Seller shall promptly notify the other in writing upon receipt of notice of any pending or threatened Tax audit or assessment challenging the Allocation.

9.6 Allocation. Any payments made to any party pursuant to Section 3.2 and Article 12 shall, to the greatest extent permitted by Law, constitute an adjustment of the purchase price for Tax purposes and shall be treated as such by the Buyer and the Seller on their Tax Returns.

10. CLOSING CONDITIONS.

10.1 Conditions to the Obligations of Each Party. The obligations of the Seller and the Buyer to consummate the Acquisition are subject to the satisfaction or mutual written waiver of each of the following conditions:

(a) no Order shall have been entered, issued or enforced by any court of competent jurisdiction which prohibits consummation of the Acquisition, and there shall not be any Action pending or threatened by or before any Governmental Authority, or any Law enacted, entered, enforced or deemed applicable to the Acquisition, in each case (i) seeking to prevent, delay, make illegal, restrain or otherwise interfere with the consummation of the Acquisition or (ii) which substantially deprives the Buyer or the Seller of any of the anticipated material benefits of the Acquisition, taken as a whole; and

(b) all actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Acquisition in accordance with the terms hereof shall have been obtained (other than those actions or filings which, if not obtained or made prior to the consummation of the

Acquisition, would not have a Seller Material Adverse Effect prior to or after the Closing or a Buyer Material Adverse Effect after the Closing or be reasonably likely to subject the Seller, the Buyer or any of their respective Subsidiaries or any of their respective officers or directors to substantial penalties or criminal liability).

10.2 Conditions to the Obligations of the Buyer. The obligations of the Buyer to consummate the Acquisition are subject to the satisfaction of the following further conditions (any one of which may be waived in whole or in part by the Buyer in its sole discretion by giving written notice to the Seller):

(a) each of the covenants and obligations that the Seller is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects;

(b) each of the representations and warranties of the Seller contained in this Agreement shall have been true and correct in all material respects at the time originally made (as qualified by the Seller Disclosure Schedule in accordance with Section 5), or an earlier date if such representation or warranty refers expressly to an earlier date, and shall be true and correct in all material respects as of the Closing (as qualified by the Seller Disclosure Schedule), with the same force and effect as if such representations and warranties had been made at and as of the Closing, in each such case without giving effect to any qualifications as to materiality or lack of Seller Material Adverse Effect contained therein;

(c) no Seller Material Adverse Effect shall have occurred since the date of this Agreement;

(d) there shall be no Action pending against the Buyer, the Seller or any of their respective Affiliates by any Governmental Authority (i) seeking to impose any measures of the nature described in the last sentence of Section 8.3(a), in connection with the transactions contemplated hereunder or (ii) seeking to impose any criminal sanctions or liability on the Buyer or any of its Affiliates in connection with the Acquisition;

(e) the Seller shall have completed the activities set forth on Schedule 10.2(e) hereto; and

(f) the Seller shall have executed (to the extent applicable) and delivered or caused to be executed (to the extent applicable) and delivered to the Buyer all closing deliveries required to be delivered by the Seller to the Buyer as set forth in Section 4.2.

10.3 Conditions to the Obligations of the Seller. The obligations of the Seller to consummate the Acquisition are subject to the satisfaction of the following further conditions (any one of which may be waived in whole or in part by the Seller in their sole discretion by giving written notice to the Buyer):

(a) each of the covenants and obligations that the Buyer is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects;

(b) each of the representations and warranties of the Buyer contained in this Agreement shall have been true and correct in all material respects at the time made, or an earlier date if such representation or warranty refers expressly to an earlier date, and shall be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties had been made at and as of the Closing, in each such case without giving effect to any qualifications as to materiality contained therein; and

(c) the Buyer shall have executed (to the extent applicable) and delivered or caused to be executed (to the extent applicable) and delivered to the Seller all closing deliveries required to be delivered by the Buyer to the Seller as set forth in Section 4.2.

11. TERMINATION.

11.1 Termination. This Agreement may be terminated and the Acquisition may be abandoned at any time prior to the Closing:

(a) by the duly authorized mutual written consent executed by each of the Buyer and the Seller;

(b) by written notice given by the Buyer or the Seller to the other party hereto, if the Closing shall not have occurred before the ninetieth (90th) day following the date of this Agreement (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 11.1(b) shall not be available to the Buyer in the event that the failure of the Closing to occur on or before such date arises out of or is related to the failure of the Buyer to fulfill any obligation under this Agreement, and the right to terminate this Agreement under this Section 11.1(b) shall not be available to the Seller in the event that the failure of the Closing to occur on or before such date arises out of or is related to the failure by the Seller to fulfill any obligation under this Agreement;

(c) written notice given by the Buyer or the Seller to the other party hereto if there shall be any applicable Law that makes consummation of the Acquisition illegal or otherwise prohibited or if any court of competent jurisdiction or Governmental Authority shall have issued an Order or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Acquisition and such Order or ruling or other action shall have become final and non-appealable;

(d) by the Buyer, by giving written notice to the Seller at any time prior to the Closing, in the event that the Seller has given the Buyer any notice pursuant to Section 8.1 above, if the breach or breaches described in such notice would, individually or in the aggregate, render any condition to the Closing contained in Sections 10.1 or 10.2 hereof impossible of being satisfied by the Termination Date;

(e) by the Seller, by giving written notice to the Buyer at any time prior to the Closing, in the event that the Buyer has given the Seller any notice pursuant to Section 8.1 above, if the breach or breaches described in such notice would, individually or in the aggregate, render any condition to the Closing contained in Sections 10.1 or 10.3 hereof impossible of being satisfied by the Termination Date;

(f) by the Buyer, by giving written notice to the Seller, if (i) any representation or warranty of the Seller contained in this Agreement shall be inaccurate or shall have been breached as of the date hereof, or shall have become inaccurate or shall be breached as of a date subsequent to the date hereof (as if made on such subsequent date), such that the condition set forth in Section 10.2(b) would not be satisfied; or (ii) any of the covenants or obligations of the Seller contained in this Agreement shall have been breached in any material respect; provided, however, that if an inaccuracy in or breach of any representation or warranty of the Seller as of a date subsequent to the date hereof or a breach of a covenant or obligation by the Seller is curable by the same during the thirty (30)-day period after the Buyer notifies the Seller in writing of the existence of such inaccuracy or breach (the "Seller Cure Period"), then the Buyer may not terminate this Agreement under this Section 11.1(f) as a result of such inaccuracy or breach prior to the expiration of the Seller Cure Period; provided the Seller, during the Seller Cure Period, exercises commercially reasonable efforts to cure such inaccuracy or breach (it being understood that the Buyer may not terminate this Agreement pursuant to this Section 11.1(f) if the Buyer is in material breach of this Agreement or if such breach by the Seller is cured during the Seller Cure Period such that such conditions would then be satisfied);

(g) by the Seller, by giving written notice to the Buyer, if (i) any representation or warranty of the Buyer contained in this Agreement shall be inaccurate or shall have been breached as of the date

hereof, or shall have become inaccurate or shall be breached as of a date subsequent to the date hereof (as if made on such subsequent date), such that the condition set forth in Section 10.3(b) would not be satisfied; or (ii) any of the covenants or obligations of the Buyer contained in this Agreement shall have been breached in any material respect; provided, however, that if an inaccuracy in or breach of any representation or warranty of the Buyer as of a date subsequent to the date hereof or a breach of a covenant or obligation by the Buyer is curable by the same during the thirty (30)-day period after the Seller notifies the Buyer in writing of the existence of such inaccuracy or breach (the "Buyer Cure Period"), then the Seller may not terminate this Agreement under this Section 11.1(g) as a result of such inaccuracy or breach prior to the expiration of the Buyer Cure Period; provided further the Buyer, during the Buyer Cure Period, exercises commercially reasonable efforts to cure such inaccuracy or breach (it being understood that the Seller may not terminate this Agreement pursuant to this Section 11.1(g) if the Seller is in material breach of this Agreement or if such breach by the Buyer is cured during the Buyer Cure Period such that such conditions would then be satisfied); or

(h) by the Buyer, by giving written notice to the Seller, if after the date hereof (i) there shall have occurred any Seller Material Adverse Effect or (ii) any event shall have occurred or circumstance shall exist that, in combination with any other events or circumstances, would reasonably be expected to have or result in a Seller Material Adverse Effect.

11.2 Effect of Termination. Except as provided in Section 11.1 hereof, in the event of the termination of this Agreement pursuant to Section 11.1, this Agreement shall forthwith become void, there shall be no liability under this Agreement on the part of the Buyer or the Seller or any of their respective officers, directors, managers, members or equityholders, and all rights and obligations of any party hereto shall cease, except for liabilities arising from a breach of this Agreement prior to such termination; provided, that the provisions of Section 8.6(a), this Section 11 and Section 13 shall survive the termination of this Agreement for any reason.

12. INDEMNIFICATION.

12.1 Indemnification by the Buyer.

Subject to the limitations set forth in Section 12.5 hereof, from and after the Closing, the Buyer will indemnify, defend, and hold harmless the Seller and its Affiliates and each of their respective Representatives (collectively, the "Seller Indemnified Parties"), from and against any and all Damages related to or arising out of or in connection with (a) any breach by the Buyer of any representation or warranty made by the Buyer in or pursuant to this Agreement or any other contract, instrument, certificate, or other document delivered by or on behalf of the Buyer in connection with this Agreement, including the Transaction Documents; or (b) any breach by the Buyer of any covenant, agreement, obligation (including the Assumed Liabilities) or undertaking made by the Buyer in or pursuant to this Agreement or any other contract, instrument, certificate, or other document delivered by or on behalf of the Buyer in connection with this Agreement, including the Transaction Documents.

12.2 Indemnification by the Seller.

Subject to the limitations set forth in Section 12.5 hereof, from and after the Closing, (x) Seller will indemnify, defend and hold harmless the Buyer and its Affiliates and each of their respective Representatives (collectively, the "Buyer Indemnified Parties"), from and against, and (y) the Buyer shall otherwise be entitled, in the manner and subject to the limitations set forth in this Section 12, to recover Escrowed Funds held under the Escrow Agreement and to reduce any Contingent Payment, if any, in accordance with Section 3.3(e) in connection with, any and all Damages related to or arising out of or in connection with:

(a) (i) any breach by the Seller of any representation or warranty made by the Seller in this Agreement, or any other contract, instrument, certificate or other document delivered by or on behalf of the Seller in connection with this Agreement, including the Transaction Documents; provided, that for purposes of determining the amount of Damages with respect to any such breach of representations or warranties (but not whether such breach exists), such Damages shall be determined, in each case, as if all qualifications as to materiality or Seller Material Adverse Effect were deleted from such representations and warranties; or

(ii) any breach by Seller of any covenant, agreement, obligation or undertaking made by Seller in or pursuant to this Agreement or any other contract, instrument, certificate or other document delivered by or on behalf of Seller in connection with this Agreement, including the Transaction Documents;

(b) regardless of any disclosure on the Seller Disclosure Schedule, by virtue of the business or operations of the Seller up to and including the Closing Date, including: (i) any of the matters listed in Schedule 12.2(b) hereto (collectively, the "Known Claims"); (ii) any actual or alleged Liability for death or injury to person or property as a result of any actual or alleged defect in any product manufactured or sold by or for Seller at or prior to the Closing Date, or any actual or alleged warranty, recall or similar Liability for any product used, manufactured or sold by or for Seller at or prior to the Closing Date, or any statutory Liability of Seller or any Liability of Seller assessed with respect to any failure to warn arising out of products used, manufactured or sold prior to the Closing Date (collectively "Product Liability Claims"); and (iii) the ownership, operation or conduct of the Acquired Assets at or prior to the Closing Date;

(c) regardless of any disclosure on the Seller Disclosure Schedule, any third-party Action involving a claim, allegation or assertion that the development, manufacture, marketing, distribution, import or sale of any Product, including Product by the Buyer or its Affiliates, infringes, misappropriates or violates any Intellectual Property or other proprietary rights of any third party (collectively "Intellectual Property Claims"), except in each case to the extent that the Seller is able to demonstrate that (i) such infringement, misappropriation or violation resulted from modifications or additions made to such Products by Buyer or any of its Affiliate after the Closing Date, (ii) such modifications or additions were not contemplated by the Seller or under development by the Seller prior to the Closing Date, and (iii) such Products would not have been found to infringe, misappropriate or violate such Intellectual Property rights but for such modifications or additions;

(d) regardless of any disclosure on the Seller Disclosure Schedule, any claim, Liability or Damage with respect to the Excluded Liabilities and any claim, Liability or Damage with respect to any other Liabilities of the Seller, other than the Assumed Liabilities, whether prior to or following the Closing ("Excluded Liability Claims");

(e) regardless of any disclosure on the Seller Disclosure Schedule, any claim, Liability or damage with respect to the Excluded Assets, whether prior to or following the Closing ("Excluded Asset Claims"); or

(f) any claim or Liability arising under the bulk sales laws of any jurisdiction in connection with transactions contemplated by this Agreement (in view of such indemnification obligation the Buyer hereby waive the Seller's compliance with any such bulk sales laws as a condition to the Closing hereunder).

12.3 Third-Party Claims.

(a) In the event that any party hereto (the "Indemnified Party") desires to make a claim against another party hereto (the "Indemnifying Party"), which term includes all Indemnifying Parties if more than one, in connection with any third-party Action at any time instituted against or made upon it for which it may seek indemnification hereunder (a "Third-Party Claim"), the Indemnified Party will promptly notify the Indemnifying Party of such Third-Party Claim and of its claims of indemnification with respect thereto; provided, that failure to promptly give such notice will not relieve the Indemnifying Party of its indemnification obligations under this Section 12.3, except to the extent, if any, that the Indemnifying Party has actually been prejudiced thereby. The indemnification notice shall (a) state in reasonable detail the circumstances giving rise to the Third-Party Claim, (b) specify the representation, warranty, covenant or agreement of this Agreement alleged to have been breached or not performed, (c) specify the estimated amount of the Damages, and (d) make a request for any payment then believed due to the extent reasonably determinable by the Indemnified Party.

(b) Subject to paragraph (e) below, the Indemnifying Party will, upon its written confirmation of its obligation to indemnify the Indemnified Party in full (and, for the avoidance of doubt, without regard to any limitation in Section 12.5 hereof) with respect to such Third-Party Claim, have the right to assume the defense of the Third-Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party by written notice to the Indemnified Party within sixty (60) days after the Indemnifying Party has received notice of the Third-Party Claim; provided, however, that the Indemnifying Party must conduct the defense of the Third-Party Claim actively and diligently thereafter in order to preserve its rights in this regard; and, provided further, that the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim.

(c) The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party unless the judgment or proposed settlement (i) includes an unconditional release of all Liability of each Indemnified Party with respect to such Third-Party Claim, (ii) involves only the payment of money damages that are fully covered by the Indemnifying Party (including amounts deemed to be paid by the Seller pursuant to Section 12.4 by distribution of amounts to Buyer from the Escrowed Funds or by set-off against unpaid Contingent Payments which are due and payable by the Buyer), and (iii) does not impose an injunction or other equitable relief upon the Indemnified Party or subject the Indemnified Party to criminal liability. So long as the Indemnifying Party has assumed and is conducting the defense of the Third-Party Claim in accordance with Section 12.3(b) above the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnifying Party (which consent will not be unreasonably conditioned, withheld or delayed by the Indemnifying Party).

(d) In the event that the Indemnifying Party fails to assume or has no further right to conduct the defense of a Third-Party Claim in accordance with Section 12.3(b) above, (i) the Indemnified Party may defend against the Third-Party Claim in any manner it reasonably may deem appropriate and consent to the entry of any judgment or enter into any settlement with respect to, such Third-Party Claim (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith); provided, however, that, subject to the rights of the Indemnified Party above, the Indemnifying Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim, (ii) the Indemnifying Party will remain responsible for any Damages the Indemnified Party may suffer as a result of such Third-Party Claim to the extent subject to indemnification under this Section 12, and (iii) the Buyer Indemnified Parties shall retain all remedies to which they are entitled under this Section 12 (including recovery against the Escrowed Funds and set-off against Contingent Payments).

(e) Notwithstanding the foregoing, the Buyer shall have the right, at its discretion, to be responsible for the prosecution, defense and settlement of (i) all matters relating to the Known Claims, any Product Liability Claims, Intellectual Property Claims, and any other claims in the Field based upon or relating to Intellectual Property of any Person, (ii) any Third-Party Claim in which the Indemnifying Party has a conflict of interest, (iii) any Third-Party Claim made by a Governmental Authority, and (iv) any Third-Party Claim if such Third-Party Claim seeks injunctive relief, specific performance, or other equitable relief from, or seeks to impose any criminal penalty, fine or other sanction on, the Indemnified Party (the matters described in clauses (i), (ii), (iii) and (iv), collectively, the "Buyer-Handled Claims"). The Buyer shall pursue in good faith the prosecution, defense or settlement of all Buyer-Handled Claims, through counsel of its selection, until such time, if any, that Buyer shall elect not to pursue indemnification with respect to such Third-Party Claim. The Buyer shall permit the Seller, upon its reasonable request, to participate in the process of any settlement or other resolution of any Buyer-Handled Claims until such time, if any, that the applicable Buyer Indemnified Party shall elect not to pursue indemnification with respect to such Third-Party Claim; provided, however, that Buyer shall be entitled to settle, control, compromise or otherwise dispose of Buyer-Handled Claims in its sole discretion in good faith and without obtaining the consent of the Seller. The Seller will remain responsible for any Damages of the Buyer Indemnified Parties as a result of such Buyer-Handled Claims to the extent subject to indemnification under this Section 12, and the Buyer Indemnified Parties shall retain all remedies to which they are entitled under this Section 12 (including recovery against the Escrowed Funds and set-off against Contingent Payments subject to any limitations contained herein).

12.4 Payment of Claims.

In the event of any bona fide claim for indemnification hereunder, the Indemnified Party will advise the Indemnifying Party that is required to provide indemnification therefor in writing. With respect to liquidated claims for Damages, if within thirty (30) days the Indemnifying Party has not contested such claim in writing, the Indemnifying Party will pay the full amount thereof, subject to the limitations set forth in Section 12.5 and except as set forth in the following sentence of this Section 12.4, within ten (10) days after the expiration of such period. In order to satisfy any indemnification obligations of the Seller with respect to any claim for indemnification pursuant to this Section 12, the Buyer Indemnified Parties shall recover any Damages for which it is entitled to indemnification hereunder only as follows: (a) first from the Escrowed Funds subject to the terms of the Escrow Agreement, until the Escrowed Funds have been depleted or fully released from the Escrow Account, and (b) thereafter, by offsetting against up to 100% of the aggregate amount of all Sales Contingent Payments to be paid by Buyer to Seller hereunder (including amounts which Buyer would have paid hereunder but for any indemnification claim hereunder), and up to 50% of each of the Technology Transfer Milestone Payment Amount and the Development Milestone Payment Amount (in each case, to the extent such Contingent Payments become payable hereunder) or (c) through a combination of the methods specified in the foregoing; provided, that, following the recovery of such Damages as provided in clauses (a) and (b) above, the Buyer Indemnified Parties may recover directly against Seller for any Damages indemnifiable hereunder arising out of or in connection with any Special Claims, subject to any applicable limitations set forth herein, including Section 12.5, on the amount of any such recoverable Damages. Without limiting the foregoing, in addition to the indemnification obligations of Seller set forth herein, the ability of the Buyer to recover any Damages under this Section 12 shall represent an express contract right to recover against the Escrowed Funds and to offset against Contingent Payments or indemnification payments, if any, in accordance with this Agreement and nothing in this Section 12 shall be deemed to require the Buyer to obtain jurisdiction over Seller, or pursue any process in connection therewith beyond that expressly required by the terms of this Section 12. The Buyer Indemnified Parties' rights of recovery hereunder are severable and distinct; provided, that in no event shall any Buyer Indemnified Party be entitled to recover the same Damages more than once under all of such sections. The parties agree that to

the greatest extent possible the payment of any indemnity hereunder shall be treated as an adjustment to the consideration paid by the Buyer hereunder for Tax purposes.

12.5 Limitations of Liability.

(a) Threshold. No Indemnifying Party will be required to indemnify an Indemnified Party with respect to Damages relating to any claim under Section 12.1(a) or Section 12.2(a)(i) until such time as the aggregate amount of all such Damages under Section 12.1(a) or Section 12.2(a)(i), as applicable, for which (i) the Buyer Indemnified Parties, on the one hand, or (ii) the Seller Indemnified Parties, on the other hand, are otherwise entitled to indemnification pursuant to this Agreement exceeds $150,000 (the "Basket Amount"), at which time the Indemnifying Party shall be obligated to indemnify the Indemnified Party for the full amount of such Damages (but only to the extent of the amounts in excess of the Basket Amount). Notwithstanding anything to the contrary in this Section 12.5, the threshold limits imposed by this Section 12.5(a) shall not apply to any Damages arising out of or in connection with any Special Claims or breaches of any Fundamental Representations. In addition, any Damages described in the foregoing sentence shall not count towards the Basket Amount for purposes of determining whether the threshold limits have been exceeded.

(b) Maximum Liability. The parties specifically agree that, notwithstanding any provision of this Agreement to the contrary, the maximum aggregate liability of the Seller, on the one hand, and the Buyer, on the other hand, for indemnification (i) under Section 12.1(a) or Section 12.2(a)(i) (other than with respect to Special Claims) will not exceed (x) the amount of the Closing Payment then on deposit in escrow pursuant to the Escrow Agreement, plus (y) 100% of the aggregate amount of all Sales Contingent Payments actually due Seller hereunder (including amounts which would have been payable to Seller hereunder but for any indemnification claim hereunder), and up to 50% of each of the Technology Transfer Milestone Payment Amount of the Development Milestone Payment Amount (in each case only to the extent such Contingent Payments become payable hereunder); and (ii) under this Agreement will not exceed (x) the amounts paid at Closing to Seller pursuant to Article 3, plus (y) the aggregate amount of all Contingent Payments actually received by Seller hereunder (including amounts which Seller would have received but for any indemnification claim hereunder), net of any Taxes actually paid by the recipients of such amounts. Notwithstanding any provision in this Agreement to the contrary, the maximum liability limits imposed by this Section 12.5 shall not apply to any Damages arising out of fraud or any intentional misconduct or willful breaches of this Agreement.

(c) Time Limit. All representations and warranties of the Buyer or the Seller in this Agreement or in any document, certificate or other instrument delivered by any such parties under this Agreement, and the indemnification obligations of the parties with respect thereto, shall survive the Closing and shall expire on, and no Indemnifying Party will be liable for any Damages hereunder with respect to a breach of such representations and warranties unless a written claim for indemnification is given by the Indemnified Party to the Indemnifying Party with respect thereto prior to, the eighteen (18) month anniversary of the Closing Date; provided, that (i) the Special Representations (other than the representations and warranties in Section 5.5 and Section 5.8) shall survive, and claims with respect thereto may be made, until the sixtieth (60^{th}) day following the date on which the final Contingent Payment is due, (ii) the representations and warranties in Section 5.8 and Section 5.12 of this Agreement shall survive until sixty (60) days after the expiration of the applicable statutes of limitations (taking into account any applicable extensions thereof), (iii) the representations and warranties in Section 5.5 of this Agreement shall survive until five (5) years from the date hereof, (iv) all other claims under Section 12.2 may be made until the sixtieth (60^{th}) day following the date on which the final Contingent Payment is due, and (v) any claims based on fraud shall survive, and such claims based on fraud may be made, indefinitely. Notwithstanding the foregoing, if at any time prior to the applicable expiration date set forth above any Indemnified Party delivers a written claim for indemnification to the Indemnifying Party, then

the claim asserted by such Indemnified Party shall survive until such time as such claim is fully and finally resolved.

(d) Exclusive Remedy. Except with respect to claims for fraud or any intentional misconduct or willful breach of this Agreement, from and after the Closing, the rights of the Buyer Indemnified Parties under this Section 12 shall be the sole and exclusive remedies of the Buyer Indemnified Parties for monetary damages with respect to claims arising under, or otherwise relating to the transactions that are the subject of, this Agreement.

12.6 Investigation. The right to indemnification or any other remedy based on any representations, warranties, covenants and agreements of the Seller made in this Agreement, or in any document, certificate or other instrument required to be delivered by the Seller under this Agreement, shall not be affected by any investigation conducted by any Buyer Indemnified Party or any of its Representatives at any time, or any knowledge acquired (or capable of being acquired) by any Buyer Indemnified Party or any of its Representatives at any time, whether before or after the execution and delivery of this Agreement or the Closing, with respect to the accuracy or inaccuracy of, or compliance with, any such representation, warranty, covenant or agreement.

13. GENERAL PROVISIONS.

13.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or facsimile, (received by the Person to which it is addressed prior to 5 p.m., local time, on a business day for such Person) or by registered or certified mail (postage prepaid, return receipt requested) or by recognized overnight courier service to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.1):

if to the Buyer:

c/o Boston Scientific Corporation
300 Boston Scientific Way
Marlborough, Massachusetts 01752
Attention: Chief Financial Officer
Facsimile: 508-683-4350

with a copy to:

Boston Scientific Corporation
300 Boston Scientific Way
Marlborough, Massachusetts 01752
Attention: Chief Corporate Counsel
Facsimile: 508-683-4350

if to the Seller:

LumenR, LLC
c/o Dr. Gregory Piskun
9616 Moritz Way
Delray Beach, Florida 33446

with a copy to:

Dentons US LLP
101 JFK Parkway, 4th Floor
Short Hills, NJ 07078
Attention: John L. Cleary II
Facsimile: 973-912-7173

13.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of applicable law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Acquisition is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Acquisition be consummated as originally contemplated to the fullest extent possible.

13.3 Entire Agreement; Assignment. This Agreement and each of the exhibits and schedules hereto, together with the Transaction Documents, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. Except in connection with a Qualified Disposition, which if satisfied would allow for assignment of this Agreement without consent of the other party hereto, and except for an assignment by the Buyer to any of its Affiliates, this Agreement shall not be assigned without the prior written consent of the other party hereto. Upon any such permitted assignment and assumption by the Buyer, the Buyer shall have no further liability hereunder with respect to any obligations assumed by the assignee. For purposes of this Section 13.3, (i) "Qualified Disposition" means any transaction or series of related transactions the result of which is the sale of a substantial part of the Relevant Business to a third party or group of third parties, whether such transaction or series of related transactions is consummated through the sale of assets, capital stock, or the Relevant Business, an assignment or exclusive license to technology, or other transaction; and (ii) "Relevant Business" means the business units, divisions, or business unit or division groups of the Buyer engaged in the development, manufacture, marketing and sale of the Products.

13.4 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto or its permitted assigns and, except as specifically contemplated or required herein, nothing in this Agreement, express or implied is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.5 Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage may occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or equity.

13.6 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

13.7 Consent to Jurisdiction; Waiver of Jury Trial.

(a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE STATE OF DELAWARE AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, FOR THE PURPOSE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH OF THE SELLER AND BUYER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED EXCLUSIVELY IN ANY DELAWARE STATE OR FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR, PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, ON BEHALF OF ITSELF OR ITS PROPERTY, BY THE PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING IN THIS SECTION 13.7 SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(c) EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED TO THIS AGREEMENT, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH OF THE PARTIES HERETO HEREBY (I) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (II) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.7.

13.8 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

13.9 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or .pdf) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

13.10 Fees and Expenses. Except as otherwise expressly set forth herein, (a) all costs and expenses incurred in connection with this Agreement and the Acquisition by the Seller shall be paid by

the Seller, and (b) all costs and expenses incurred in connection with this Agreement and the Acquisition by the Buyer shall be paid by the Buyer.

13.11 Amendment. This Agreement may not be amended except by an instrument in writing signed by the Buyer and the Seller.

13.12 Waiver. At any time prior to the Closing, any party hereto may (a) extend the time for the performance of any obligation or other act of any other party hereto, (b) waive any inaccuracy in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any agreement of the other party or condition to such party's obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

13.13 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Section", "Schedule" and "Exhibit" refer to the specified section of, or schedule or exhibit to, this Agreement; (v) the words "including," "include" and "includes" shall be deemed to be followed by the words "without limitation"; and (vi) the word "or" shall be disjunctive but not exclusive.

(b) References to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto. References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(c) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified and shall be counted from the day immediately following the date from which such number of days are to be counted.

(e) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

13.14 Actions; Privileged Matters.

(a) Subject to Section 12, from and after the Closing (i) the Buyer shall have exclusive authority and control over the investigation, prosecution, defense and appeal of all Actions with respect to Assumed Liabilities, and may settle or compromise, or consent to the entry of any judgment with respect to, any such Action, without the consent of Seller; (ii) the Seller shall have exclusive authority and control over the investigation, prosecution, defense and appeal of all Actions with respect to Excluded Liabilities, and may settle or compromise, or consent to the entry of any judgment with respect to, any such Action, without the consent of the Buyer; and (iii) the Seller and the Buyer shall jointly share authority and control and cooperate in good faith with respect to the investigation, prosecution, defense and appeal of all Actions that relate to both Excluded Liabilities and Assumed Liabilities; provided that if any

Indemnified Party seeks to assert a claim for indemnification with respect to any such matter, the parties hereto shall comply with the provisions of Section 12 instead of this Section 13.14(a) with respect to such matter.

(b) The parties hereto hereby agree that their respective rights and obligations to maintain, preserve, assert or waive any attorney-client and work product privileges belonging to any such party with respect to the Business, the Acquired Assets, the Excluded Assets, the Assumed Liabilities, the Excluded Liabilities and the Products (collectively, "Privileges"), shall be governed by the provisions of this Section 13.14(b). With respect to matters relating to the Excluded Assets or the Excluded Liabilities, and with respect to all files, books, records, work papers, documents, communications or other information of the Seller or any of its Affiliates prepared in connection with the Transaction Documents or the transactions contemplated thereby, the Seller shall have sole authority to determine whether to assert or waive any Privileges, including the right to assert any Privilege against the Buyer and its Affiliates. The Buyer and its Affiliates shall take no action without the prior written consent of the Seller that would reasonably be expected to result in any waiver of any such Privileges of the Seller or any of its Affiliates. After the Closing, the Buyer and its Affiliates shall have sole authority to determine whether to assert or waive any Privileges with respect to matters relating to the Products, the Acquired Assets or the Assumed Liabilities, including the right to assert any Privilege against the Seller or its Affiliates. The Seller shall not, and shall cause its Affiliates not to, take any action after the Closing without the prior written consent of the Buyer that would reasonably be expected to result in any waiver of any such Privileges of Buyer. The rights and obligations created by this Section 13.14(b) shall apply to all files, books, records, work papers, documents, communications and other information as to which the Seller or its Affiliates would be entitled to assert or has asserted a Privilege without regard to the effect, if any, of the transactions contemplated hereby (the "Privileged Information"). Upon receipt by the Seller or its Affiliates, or by the Buyer and its Affiliates, as the case may be, of any subpoena, discovery or other request from any third party that actually or arguably calls for the production or disclosure of Privileged Information of the other party or if the Seller or its Affiliates or the Buyer or its Affiliates, as the case may be, obtains knowledge that any current or former employee of the Seller or its Affiliates, or of the Buyer or its Affiliates, as the case may be, has received any subpoena, discovery or other request from any third party that actually or arguably calls for the production or disclosure of Privileged Information of the other party, such party shall promptly notify the other party of the existence of the request and shall provide such other party a reasonable opportunity to review the Privileged Information and to assert any rights it may have under this Section 13.14(b) or otherwise (at its sole cost) to prevent the production or disclosure of Privileged Information. The Seller's transfer of any files, books, records, work papers, documents, communications or other Privileged Information to the Buyer in accordance with this Agreement and the Seller's agreement to permit the Buyer to obtain Privileged Information existing prior to the Closing are made in reliance on the parties' respective agreements, as set forth in this Section 13.14(b), to maintain the confidentiality of such Privileged Information and to take the steps provided herein for the preservation of all Privileges that may belong to or be asserted by the Seller or the Buyer, as the case may be. The access to files, books, records, work papers, documents, communications or other Privileged Information being granted pursuant to this Agreement, and the disclosure to the Buyer and the Seller of Privileged Information relating to the Business, the Acquired Assets, the Excluded Assets, the Assumed Liabilities, the Excluded Liabilities or the Products pursuant to this Agreement in connection with the transactions contemplated hereby shall not be asserted by the Seller or the Buyer to constitute, or otherwise be deemed, a waiver of any Privilege that has been or may be asserted under this Section 13.14(b) or otherwise.

13.15 No Tax Advice. Each party hereto acknowledges and agrees that it has not received and is not relying upon Tax advice from any other party hereto, and that it has and will continue to consult its own advisors with respect to Taxes.

14. CERTAIN DEFINITIONS. As used herein the following terms not otherwise defined have the following respective meanings:

"Accountants" shall have the meaning set forth in Section 3.3(f) hereof.

"Acquired Assets" shall have the meaning set forth in Section 1.1 hereof.

"Acquisition" shall have the meaning set forth in the recitals hereof.

"Action" means any pending or threatened action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or any arbitrator or arbitration panel.

"Activities to Date" shall have the meaning set forth in Section 5.11(b) hereof.

"Affiliate" means, with respect to any Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"Agreement" shall have the meaning set forth in the preamble hereof.

"Allocation" shall have the meaning set forth in Section 3.4 hereof.

"Applicable Rate" means the rate, determined as of the date of payment of any Excess Set-Off Amount, equal to the "Prime Rate" as published in *The Wall Street Journal*, Eastern Edition (or its successor).

"Appraiser" shall have the meaning set forth in Section 3.3(f) hereof.

"Assumed Liabilities" shall have the meaning set forth in Section 2.2 hereof.

"Audit Notice" shall have the meaning set forth in Section 3.3(f) hereof.

"Basket Amount" shall have the meaning set forth in Section 12.5(a) hereof.

"Bill of Sale" shall have the meaning set forth in Section 4.2(a) hereof.

"Books, Records and Files" means any and all information, including proprietary and confidential information, including all business and personnel records, books, documents, contracts, budgets, projections, sales data, studies, ledgers, journals, models, price lists, plans, equipment maintenance records, technical documentation (including designs, design history files, specifications, functional requirements, operating instructions, logic manuals, blueprints, schematic drawings, engineering data, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), clinical data and documentation, customer, supplier, distributor and vendor lists and files, regulatory filings and documentation, correspondence, account histories, sales literature and promotional materials, information relating to the purchase of materials, supplies and services, pricing and cost information, research and commercial data, credit information, catalogs, brochures and training and other manuals, all documentation used in the development, design, testing and manufacture of products (including manufacturing processes and procedures), and all other similar rights, property and information, and including all documents, data or information that are reasonably related to or necessary

for the continued design, development, manufacture, use, testing, marketing, promotion, commercialization, sale or distribution of the Products or are useful to support the filing or prosecution of any Seller Intellectual Property.

"Bundled Product" shall have the meaning set forth in Section 3.2(a) hereof.

"Business" shall have the meaning set forth in the Recitals hereto.

"business day" means any day on which banks are not required or authorized to close in the City of Boston, Massachusetts.

"Business Employees" means all of the employees of the Seller who provide services to the Business, including (a) any such employees on temporary leave for purposes of jury or annual two-week national service/military duty, employees on vacation and employees on a regularly scheduled day off from work and (b) any such employees who on the Closing Date are on maternity or paternity leave, education leave, military leave with veteran's re-employment rights under federal Law, leave under the Family Medical Leave Act of 1993, as amended or equivalent provisions in other jurisdictions, approved personal leave, short-term disability leave or medical leave but, unless otherwise required under local Employment Laws, excluding any such employees on long-term disability or whose employment with Seller has terminated prior to the Closing.

"Buyer" shall have the meaning set forth in the preamble hereof.

"Buyer Cure Period" shall have the meaning set forth in Section 11.1(g) hereof.

"Buyer-Handled Claims" shall have the meaning set forth in Section 12.3(e) hereof.

"Buyer Indemnified Parties" shall have the meaning set forth in Section 12.2 hereof.

"Buyer Material Adverse Effect" means any change or effect that, when taken individually or together with all other adverse changes and effects, has had or could reasonably be expected to have a material adverse effect on the business, financial condition, assets, operations, Liabilities or properties of the Buyer and its Affiliates, taken as a whole, or otherwise affect the ability of the Buyer to consummate the transactions contemplated hereby.

"CE Mark" shall have the meaning set forth in Section 3.2(a) hereof.

"Closing" shall have the meaning set forth in Section 4.1 hereof.

"Closing Date" shall have the meaning set forth in Section 4.1 hereof.

"Closing Payment" shall have the meaning set forth in Section 3.1(a) hereof.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Consulting Agreement" shall have the meaning set forth in Section 4.2(b) hereof.

"Contingent Payments" shall have the meaning set forth in Section 3.2(b) hereof.

"Contingent Payment Audit" shall have the meaning set forth in Section 3.3(f) hereof.

"Contingent Payment Year" shall have the meaning set forth in Section 3.2(a) hereof.

"contract" means any agreement, contract, instrument, certificate, note, indenture, purchase order, license, lease, commitment, understanding or other arrangement, in each case whether written or unwritten.

"Contract Rights" shall have the meaning set forth in Section 1.1(g) hereof.

"Damages" means all damages, losses, costs, Taxes, payments, royalties and expenses that are incurred or suffered, that are reasonably likely to be incurred or suffered, or that are claimed in good faith by a third party to be incurred or suffered by a party with respect to or relating to an event, circumstance or state of facts. Damages shall specifically include court costs and the reasonable fees and expenses of legal counsel arising out of or relating to any direct or third-party claims, demands, actions, causes of action, suits, litigations, arbitrations or Liabilities.

"Design History Files" means the documentation relating to the development and regulatory approval of the Products, including (a) project plans, (b) specifications, (c) requirement specifications, (d) risk management documentation, (e) clinical evaluation, (f) assessment of applied standards, (g) verification and validation documentation, and (h) regulatory (including the FDA and any Notified Body) certification documentation.

"Development Agreement" shall have the meaning set forth in Section 4.2(a) hereof.

"Development Milestone" shall have the meaning set forth in Section 3.2(a) hereof.

"Development Milestone Payment" shall have the meaning set forth in Section 3.2(d) hereof.

"Development Milestone Payment Amount" shall have the meaning set forth in Section 3.2(a) hereof.

"Device Master Records" means the necessary documentation for the manufacturing, distribution and service of the Products, including (a) specifications and data sheets, (b) software requirement specifications, (c) software design specifications, (d) labeling information, (e) user manuals and (f) manufacturing process information consisting of manufacturing process description, work instructions, test procedures, manufacturing protocol, acceptance test protocol, list of materials and service documentation.

"Dispute Notice" shall have the meaning set forth in Section 3.3(f) hereof.

"Dispute Period" shall have the meaning set forth in Section 3.3(f) hereof.

"Employment Laws" means all Laws relating to employment, equal employment opportunity, nondiscrimination, retaliation, civil rights, veterans' rights, immigration, wages, hours, benefits, collective bargaining, proper classification of employees as exempt and non-exempt and as employees and independent contractors, workers' compensation, the collection and payment of withholding and/or social security Taxes and similar Taxes, occupational safety and health and plant closings.

"Encumbrances" means any lien, pledge, hypothecation, charge, Tax, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, Order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the transfer of any asset, any restriction on the receipt of any income derived from any asset,

any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset), and includes any agreement to give any of the foregoing in the future.

"Enforceability Exceptions" shall have the meaning set forth in Section 5.2(a) hereof.

"Environmental Laws" means all Laws relating to protection of human health, safety, and the environment, including surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, ambient air, pollution control and Hazardous Materials.

"Environmental Permits" means all Permits applicable to the ownership, operation and use of the Acquired Assets issued pursuant to Environmental Laws.

"Escrow Account" shall have the meaning set forth in Section 3.1(b) hereof.

"Escrow Agent" shall have the meaning set forth in Section 3.1(b) hereof.

"Escrow Agreement" shall have the meaning set forth in Section 3.1(b) hereof.

"Escrow Amount" shall have the meaning set forth in Section 3.1(b) hereof.

"Escrowed Funds" means the Escrow Amount to be delivered to the Escrow Agent pursuant to this Agreement.

"Excess Set-Off Amount" shall have the meaning set forth in Section 3.3(e) hereof.

"Excluded Assets" shall have the meaning set forth in Section 1.2 hereof.

"Excluded Asset Claims" shall have the meaning set forth in Section 12.2(e) hereof.

"Excluded Liabilities" shall have the meaning set forth in Section 2.1 hereof.

"Excluded Liability Claims" shall have the meaning set forth in Section 12.2(d) hereof.

"Fair Labor Standards Act" means the Fair Labor Standards Act of 1938, as amended.

"FDA" means the United States Food and Drug Administration.

"FDA Approval" shall have the meaning set forth in Section 3.2(a) hereof.

"FDA Fraud Policy" shall have the meaning set forth in Section 5.11(h) hereof.

"FDCA" means the Federal Food, Drug, and Cosmetic Act, as amended, at 21 U.S.C. §§ 301 et seq. and its implementing regulations and guidances.

"Field" means procedures in the rectum, colon, esophagus, or stomach.

"Fundamental Representations" means the representations and warranties set forth in Section 5.1 (Organization, Good Standing and Qualification; No Ownership Interests), Section 5.2 (Authorization; Binding Obligations; Governmental Consents), Section 5.4 (Title to Assets; Conveyance), Section 5.8 (Taxes), Section 5.12 (Brokers; Expenses), Section 6.1 (Organization and Qualification) and Section 6.2 (Authority Relative to this Agreement).

"GAAP" means United States generally accepted accounting principles in effect from time to time, consistently applied.

"Governmental Authority" means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature. For the avoidance of doubt, "Governmental Authority" shall include the FDA and any applicable Notified Body.

"Hazardous Materials" means any waste, pollutant, contaminant, hazardous substance, toxic or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process-intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which, or exposure to, is governed by or subject to applicable Law.

"Healthcare Laws" means the FDCA, Medicare (Title XVIII of the Social Security Act) and Medicaid (Title XIX of the Social Security Act), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Anti-Self-Referral Law (42 U.S.C. §§ 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the exclusion laws (42 U.S.C. § 1320a-7), the European Medical Device Directives (Directive 93/42/EEC, 90/385/EEC, and 98/79/EC as amended) (the "Medical Device Directives") and any European Economic Area Member State laws implementing the provisions of these directives, the Misleading and Comparative Advertising Directive (2006/114/EC), the Unfair Commercial Practices Directive (2005/29/EC), and any European Economic Area Member State laws implementing the provisions of these directives, all regulations or guidance promulgated pursuant to such Laws, and any other foreign, federal, or state Law that regulates the design, development, testing, studying, manufacturing, processing, storing, importing or exporting, licensing, labeling or packaging, advertising, distributing or marketing of pharmaceutical or medical device products, or that is related to kickbacks, patient or program charges, recordkeeping, claims process, documentation requirements, medical necessity, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation or any other aspect of providing health care services.

"Indebtedness" means, with respect to any Person, whether or not contingent, all (a) indebtedness or other obligations of such Person for borrowed money, whether current, short-term or long-term, (b) obligations of such Person evidenced by bonds, notes, debentures, letters of credit or similar instruments, (c) obligations of such Person under conditional sale, title retention or other agreements or arrangements creating an obligation of such Person with respect to the deferred purchase price of property, goods or services, (d) interest rate and currency obligation swaps, hedges or similar arrangements (including any breakage costs), (e) obligations of such Person under or in respect of any lease that has been or should be accounted for as a capital lease in accordance with GAAP, (f) any obligations for earnouts or other similar payments owed in connection with any acquisitions, (g) any commitment by which such Person assures a creditor against loss (including contingent reimbursement liabilities with respect to letters of credit), (h) interest, fees, prepayment penalties or premiums and other expenses owed with respect to any indebtedness and/or Liabilities of the type referred to in clauses (a) through (g) above, and (i) all

obligations of such Person to guarantee any of the foregoing types of obligations on behalf of any other Person.

"Indemnified Party" shall have the meaning set forth in Section 12.3(a) hereof.

"Indemnifying Party" shall have the meaning set forth in Section 12.3(a) hereof.

"Intellectual Property" means intellectual property or proprietary rights of any description including (a) rights in any United States and foreign (i) patent, patent application (including any utility models, provisionals, continuations, divisionals, continuations-in-part, extensions, renewals, reissues, revivals and reexaminations, any national phase PCT applications, any PCT international applications, and all foreign counterparts), or industrial design, (ii) trademark, service mark, logo, trade dress or trade name, URL or domain name and (iii) related registrations and applications for registration for any of the foregoing; (b) rights in works of authorship including any United States and foreign copyrights and rights under copyrights, whether registered or unregistered, including moral rights, and any registrations and applications for registration thereof and mask works; (c) Trade Secrets; (d) inventions, discoveries, or improvements, modifications, Know-How, techniques, methodologies, writings, work of authorship, designs or data, whether or not patented, patentable, copyrightable or reduced to writing or practice, including any inventions, discoveries, improvements, modification, know-how, technique, methodology, writing, work of authorship, design or data embodied or disclosed in any: (i) computer source codes (human readable format) and object codes (machine readable format), (ii) specifications, (iii) manufacturing, assembly, test, installation, service and inspection instructions and procedures, (iv) engineering, programming, service and maintenance notes and logs, (v) technical, operating and service and maintenance manuals and data, (vi) hardware reference manuals, (vii) user documentation, help files or training materials, and (viii) schematics; (e) publicity rights; (f) rights in databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of the United States or any other jurisdiction, whether registered or unregistered, and any applications for registration therefor; (g) any other proprietary or intellectual property rights now known or hereafter recognized in any jurisdiction worldwide; and (h) goodwill related to any of the foregoing.

"Intellectual Property Assignment Agreements" shall have the meaning set forth in Section 4.2(a) hereof.

"Intellectual Property Claims" shall have the meaning set forth in Section 12.2(c) hereof.

"IRS" means the United States Internal Revenue Service.

"Key Investor Non-Competition Agreements" shall have the meaning set forth in Section 4.2(c) hereof.

"Know-How" (whether or not capitalized) means all factual knowledge and information that gives a Person the ability to develop, produce, manufacture or market something that it otherwise would not have known how to develop, produce, manufacture or market with the same accuracy or precision, including all inventions (whether or not patentable), invention disclosures, processes, procedures, writings, methods, algorithms and formulae, know-how, trade secrets, technology, software code, protocols, information, knowledge, practices, formulas, instructions, skills, techniques, proposals, technical data, designs, drawings (including engineering and auto-cad drawings), blue prints, computer programs, apparatus, ideas, concepts, research and development information, results of experiments, test data, including pre-clinical and clinical data, pre-clinical and clinical trial results, analytical and quality control data, manufacturing data and descriptions, market data, devices, assays, chemical formulations,

notes of experiments, specifications, compositions of matter, whether in intangible, tangible, written, electronic or other form, and all documentation related to any of the foregoing.

"knowledge" means, when used with respect to Seller, the actual knowledge of Dr. Gregory Piskun, Erdo Okatan, Jeffrey Radziunas, Brian Tang and Natalie Kozakov; provided, that the Seller shall be deemed to have actual knowledge of a particular fact or other matter if any of such individuals is actually aware of that fact or matter, or should have been be aware of such fact or matter after exercise of reasonable diligence under the circumstances.

"Known Claims" shall have the meaning set forth in Section 12.2(b) hereof.

"Law" means any national, supranational, state, provincial, municipal or local statute, law, constitution, ordinance, code, regulation, rule, notice, court decision, interpretation, agency guidance, Order, resolution, corporate integrity agreement, stipulation, determination, requirement or rule of law (including common law), code or edict issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Liability" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

"LumenR" shall have the meaning set forth in the preamble hereof.

"Macroplata Assignment Agreement" shall have the meaning set forth in Section 4.2(k) hereof.

"Macroplata Entities" shall have the meaning set forth in Section 4.2(k) hereof.

"Major Customer" shall have the meaning set forth in Section 5.25 hereof.

"Major Supplier" shall have the meaning set forth in Section 5.25 hereof.

"Material Contract" shall have the meaning set forth in Section 5.3(b) hereof.

"Maximum Sales Contingent Payment Amount" shall have the meaning set forth in Section 3.2(c) hereof.

"Milestone Notice" shall have the meaning set forth in Section 3.3(b) hereof.

"Net Sales" shall have the meaning set forth in Section 3.2(a) hereof.

"Notified Body" shall mean an entity licensed, authorized or approved by the applicable government agency, department or other authority to assess and certify the conformity of a medical device with the requirements of Council Directive 93/42/EEC of 14 June 1993 concerning medical devices, as amended from time to time, and applicable harmonized standards.

"Order" means any (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other

Governmental Authority or any arbitrator or arbitration panel; or (b) contract with any Governmental Authority entered into in connection with any Action.

"ordinary course of business" means an action taken by or on behalf of the Seller in the normal and ordinary course of operating the Business; provided, that an action shall not be deemed to have been taken in the "Ordinary Course of Business" unless: (a) such action is consistent with the past practices of the Seller and is taken in the ordinary course of the normal day-to-day operations of the Seller; and (b) such action is not required to be authorized by the direct or indirect equityholders of the Seller, the board of directors or managers (or similar governing body) of the Seller or any committee of the board of directors or managers (or similar governing body) of the Seller and does not require any other separate or special authorization of any nature.

"Organizational Documents" means the articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments thereto.

"Per Unit Average Selling Price" shall have the meaning set forth in Section 3.2(a) hereof.

"Permit" means any (a) permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law; or (b) right under any contract with any Governmental Authority.

"Permitted Encumbrances" means (i) liens for Taxes not yet due and payable, if a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor, and (ii) statutory liens of landlords, liens of carriers, warehouse persons, mechanics and material persons and other liens imposed by law, in each case incurred in the ordinary course of business consistent for sums not yet due and payable, if a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor.

"Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Pre-Closing Tax Period" means any Tax period ending on (and including) or before the Closing Date and that portion of any Straddle Period ending on (and including) the Closing Date.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Privacy Laws" shall mean any law related to the protection, privacy and security of sensitive personal information, including the Health Insurance Portability and Accountability Act (HIPAA) statute, amendments, and associated regulations; all state and local data privacy and security laws, including Chapters 93H and 93I of the Massachusetts General Laws, dealing with data security and the protection of personal information; the Sarbanes-Oxley corporate financials regulations; the information collection, reporting, and safeguarding requirements of the FDA regulations; Payment Card issuers (PCI) credit card data security standards; the European Economic Area national data protection legislation consistent with

the Data Protection Directive 95/46/EC issued by the European Commission; and all other similar federal, state and foreign laws, rules, and regulations concerning the privacy and security of information.

"Privileges" shall have the meaning set forth in Section 13.14(b) hereof.

"Privileged Information" shall have the meaning set forth in Section 13.14(b) hereof.

"Product 1" means the Seller's 60cm long LumenR Retractor System product incorporating a LumenR cannula retractor and LumenR instrument guides, designed primarily for use in the left colon, as developed by the Seller as of the Closing Date and as modified by the Buyer, its Subsidiaries, Affiliates or agents after the Closing.

"Product 2" means the Seller's LumenR Retractor System product modifying Product 1, designed primarily for use in the transverse and right colon, as developed by the Seller as of the Closing Date and as further developed by the Seller in collaboration with Buyer after the Closing pursuant to the Development Agreement, or by the Buyer or its Subsidiaries, Affiliates or agents following delivery to Buyer of a version of Product 2 which has reached "design freeze" as documented in Seller's design history file.

"Product 3" means the Seller's LumenR Retractor System product modifying Product 1, designed primarily for use in the esophagus, as developed by the Seller as of the Closing Date and as modified by the Buyer or its Subsidiaries, Affiliates or agents after the Closing.

"Product 4" means the Seller's LumenR Retractor System product modifying Product 1, designed primarily for use in the stomach, as developed by the Seller as of the Closing Date and as modified by the Buyer or its Subsidiaries, Affiliates or agents after the Closing.

"Product Liability Claims" shall have the meaning set forth in Section 12.2(b) hereof.

"Products" means, collectively, Product 1, Product 2, Product 3, and Product 4, each of which is related to the LumenR Retractor System for partial or full thickness resections in the rectum, colon, esophagus, or stomach comprising an endoscopic overtube with expandable distal end, as developed by the Seller as of the Closing Date (and after the Closing with respect to Product 2), and as modified by the Buyer or its Subsidiaries or Affiliates after the Closing.

"Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

"Qualified Disposition" shall have the meaning set forth in Section 13.3 hereof.

"Qualified Patent" shall have the meaning set forth in Section 3.2(a) hereof.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment in violation of applicable Environmental Laws.

"Relevant Business" shall have the meaning set forth in Section 13.3 hereof.

"Representatives" means, in respect of any Person, the officers, directors, managers, employees, agents, attorneys, accountants, advisors and other representatives of such Person.

"Sale" or "Sold" shall have the meaning set forth in Section 3.2(a) hereof.

"Sales Contingent Payment" shall have the meaning set forth in Section 3.2(c) hereof.

"Sales Contingent Payment Amount" shall have the meaning set forth in Section 3.2(a) hereof.

"Sales Contingent Payment Certificate" shall have the meaning set forth in Section 3.3(a) hereof.

"Seller" shall have the meaning set forth in the preamble hereof.

"Seller Cure Period" shall have the meaning set forth in Section 11.1(f) hereof.

"Seller Disclosure Schedule" shall have the meaning set forth in Section 5 hereof.

"Seller Indemnified Parties" shall have the meaning set forth in Section 12.1 hereof.

"Seller Intellectual Property" shall have the meaning set forth in Section 1.1(a) hereof.

"Seller Licenses" shall have the meaning set forth in Section 5.11(b) hereof.

"Seller Marks" shall have the meaning set forth in Section 8.10 hereof.

"Seller Material Adverse Effect" means any change, effect, development, event or occurrence that, individually or in the aggregate, has had, or could reasonably be expected to have, a material adverse effect on or material adverse change with respect to (a) the business, operations, condition (financial or otherwise), assets, operations, liabilities or properties of the Seller relating to the Acquired Assets, or (b) the ability of the Seller to timely perform its obligations under this Agreement or consummate the transactions contemplated by any Transaction Document, except, in the case of the preceding clause (a), for any such change, effect, development, event or occurrence resulting from (i) the announcement of the Acquisition, (ii) changes in general economic or political conditions, or (iii) changes, after the date of this Agreement, generally affecting businesses operating in the industry of the Business, including changes in Laws applicable to such industry; provided, however, that the effects resulting from changes, effects, developments, events or occurrences described in clauses (ii) or (iii) may be deemed to constitute, and shall be taken into account in determining whether there has been or could reasonably be expected to occur, a Seller Material Adverse Effect if such changes, effects, developments, events or occurrences, individually or in the aggregate, disproportionately impact the Business relative to other businesses operating in the industry of the Business.

"Seller Non-Competition Agreement" shall have the meaning set forth in Section 4.2(a) hereof.

"Seller Transaction Expenses" means (a) all Liabilities of the Seller or its Affiliates to any broker, finder or agent for any investment banking or brokerage fees, finders' fees or commissions relating to the transactions contemplated by any Transaction Document, (b) all Liabilities of the Seller or its Affiliates for any other fees or expenses (including accounting, attorney or other professional advisor fees) incurred in connection with the transactions contemplated by any Transaction Document, other than such fees and expenses for which the Seller is expressly not responsible thereunder, and (c) all amounts payable by the Seller or its Affiliates, whether immediately or in the future, to any Business Employees under any "change of control", retention, bonus, termination, compensation, equity, severance or other similar arrangements or benefits in connection with, and solely by reason of, the consummation of the transactions contemplated by this Agreement.

"Separation Plan" shall have the meaning set forth in Section 8.9 hereof.

"Special Claims" means (A) any breach by the Seller of any Special Representations, (B) any Known Claims, Product Liability Claims, Excluded Liability Claims or Excluded Asset Claims, or (C) fraud or any intentional misconduct or willful breaches of this Agreement.

"Special Representations" means any representations or warranties relating to Sections 5.1, 5.2, 5.4, 5.5, 5.8 and 5.12 of this Agreement.

"Straddle Period" means any Tax period beginning before or on the Closing Date and ending after the Closing Date.

"Subsidiary" or "Subsidiaries" (whether or not capitalized) of any person means any corporation, partnership, limited liability company, joint venture or other legal entity of which such person (either above or through or together with any other subsidiary), owns, directly or indirectly, more than 50% of the shares or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

"Tax" or "Taxes" (and with correlative meaning, "Taxing" and "Taxation") means all income, gross receipts, franchise, profits, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, ad valorem, excise, export, natural resources, severance, margin, escheat, stamp, withholding, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, capital gains, net worth, intangibles, social security, pension insurance contributions, employment, unemployment, disability, payroll, license, employee or other tax or similar levy, of any kind whatsoever, including any interest, penalties, or additions to tax in respect of the foregoing, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, information return, or other document (including any related or supporting estimates, elections, schedules, statements information, attachments thereto, or amendments thereof) filed or required to be filed in connection with the determination, assessment, or collection of any Tax or the administration of any laws, regulations, or administrative requirements relating to any Tax.

"Technical Information" means all Know-How, data, technology, and other information of the Seller or its Affiliates that is used or useful in the evaluation, design, development, testing, registration, manufacture, or use of each Product within the Field.

"Technology Transfer Clinical Report Milestone" shall have the meaning set forth in Section 3.2(a) hereof.

"Technology Transfer Clinical Report Milestone Payment" shall have the meaning set forth in Section 3.2(e) hereof.

"Technology Transfer Clinical Report Milestone Payment Amount" shall have the meaning set forth in Section 3.2(a) hereof.

"Technology Transfer Milestone" shall have the meaning set forth in Section 3.2(a) hereof.

"Technology Transfer Milestone Payment" shall have the meaning set forth in Section 3.2(e) hereof.

"Technology Transfer Milestone Payment Amount" shall have the meaning set forth in Section 3.2(a) hereof.

"Technology Transfer Tasks Milestone" shall have the meaning set forth in Section 3.2(a) hereof.

"Technology Transfer Tasks Milestone Payment" shall have the meaning set forth in Section 3.2(e) hereof.

"Technology Transfer Tasks Milestone Payment Amount" shall have the meaning set forth in Section 3.2(a) hereof.

"Termination Date" shall have the meaning set forth in Section 11.1(b) hereof.

"Third-Party Claim" shall have the meaning set forth in Section 12.3(a) hereof.

"Trade Secrets" means trade secrets, Know-How and confidential and proprietary information, information, designs, formulae, compositions, algorithms, procedures, methods, techniques, ideas, research and development, data, specifications, processes, inventions (whether patentable or not and whether reduced to practice or not) and improvements.

"Transaction Documents" shall have the meaning set forth in Section 5.1 hereof.

"Transfer Taxes" shall have the meaning given in Section 9.3 hereof.

"Treasury Regulations" means the regulations promulgated by the U.S. Department of the Treasury under the Code, as such regulations may be amended from time to time.

"Valid and Enforceable Claim" shall have the meaning set forth in Section 3.2(a) hereof.

"Worldwide Net Sales" shall have the meaning set forth in Section 3.2(a) hereof.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

BOSTON SCIENTIFIC CORPORATION

By:_____
Name: Daniel J. Brennan
Title: Executive Vice President and
Chief Financial Officer

LUMENR, LLC

By:_____
Name:
Title:

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

BOSTON SCIENTIFIC CORPORATION

By:_____
Name:
Title:

LUMENR, LLC

By: G. Piskun
Name: Gregory Piskun
Title: Chief Executive Officer

List of Exhibits and Schedules

Exhibits

Exhibit A	Form of Escrow Agreement
Exhibit B	Development Milestone Transfer Tasks
Exhibit C	Technology Transfer Milestone Tasks
Exhibit D	Form of Bill of Sale
Exhibit E-1	Form of Assignment of Trademarks
Exhibit E-2	Form of Assignment of Patents and Patent Applications
Exhibit E-3	Form of Assignment of Domain Names
Exhibit F	Form of Seller Non-Competition Agreement
Exhibit G	Form of Development Agreement
Exhibit H	Form of ROFR Agreement
Exhibit I	Form of Consulting Agreement
Exhibit J	Form of Key Investor Non-Competition Agreement
Exhibit K	Macroplata Assignment Agreement

Schedules

1.1(a)	Seller Intellectual Property
1.1(d)	Personal Property
1.1(e)	Permits and Approvals
1.1(g)	Contract Rights
1.2	Excluded Assets
3.1	Seller Account Information
3.2	Qualified Physicians
4.2(c)	Required Key Investors
4.2(f)	Required Consents
8.2	Consents
12.2(b)	Known Claims

Seller Disclosure Schedule

EXHIBIT A TO
ASSET PURCHASE AGREEMENT

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "**Agreement**") is dated as of November 1, 2016, by and among (i) Boston Scientific Corporation, a Delaware corporation ("**Buyer**"), (ii) LumenR, LLC, a Delaware limited liability company (the "**Seller**"), and (iii) U.S. Bank National Association, a national banking association (the "**Escrow Agent**"), as escrow agent. Buyer and the Seller are sometimes collectively referred to herein as the "**Interested Parties**," and each individually is sometimes referred to herein as an "**Interested Party**".

WHEREAS, Buyer, the Seller, and the other parties named therein have entered into a certain Asset Purchase Agreement, dated as of November 1, 2016 (the "**Purchase Agreement**"), pursuant to which Buyer or its Affiliates are purchasing from Seller and certain of its Affiliates all of the Acquired Assets; and

WHEREAS, the Interested Parties wish to engage the Escrow Agent to act, and the Escrow Agent is willing to act, as escrow agent hereunder and, in that capacity, to hold, administer and distribute the amounts held in the Escrow Account in accordance with, and subject to, the terms of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Certain Definitions. Except as otherwise set forth herein, capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

"Business Day" (whether such term is capitalized or not) means any day, other than Saturday, Sunday or a legal holiday, that banks (including the Escrow Agent) located in Boston, Massachusetts are open for business.

"Escrow Amount" means $3,000,000.

"Escrow Property" means the Escrow Amount, together with any investment income or proceeds received by the Escrow Agent from the investment thereof from time to time pursuant to Section 4 below.

Section 2. Funding of Escrow Account. At the Closing, pursuant to Section 3.1(b) of the Purchase Agreement, Buyer shall cause a cash amount equal to the Escrow Amount to be deposited with the Escrow Agent in immediately available funds and the Escrow Agent agrees to hold the Escrow Property in an account established with the Escrow Agent (the "**Escrow Account**"), and to administer the Escrow Property in accordance with the terms of this Agreement.

Section 3. Claims and Payment; Release from Escrow.

(a) General Requirements. The Escrow Agent shall be entitled to rely upon any final non-appealable order of a court of competent jurisdiction or final non-appealable arbitration decision (each an "**Order**") that it receives from an Interested Party without any duty to inquire as to whether such Order complies with the requirements of this Section 3. Each of the Interested Parties agrees to deliver any written instructions contemplated under Section 3(b), Section 3(c) or Section 5 at such time as may be required under this Agreement or the Purchase Agreement so that payment of the Escrow Property covered by such written instructions to the applicable Person or Persons shall be made at such time as is

provided for in the Purchase Agreement. Any Escrow Property released to Buyer or the Seller shall be released to such Interested Party by wire transfer in accordance with Section 12(b).

(b) Release of Escrow Property.

(i) If Buyer desires to make a claim for indemnification pursuant to Section 12 of the Purchase Agreement (an "**Indemnification Claim**"), and in connection therewith seeks recovery from the Escrow Property, Buyer shall deliver written notice signed by an Authorized Representative of Buyer (as defined below) with respect to such Indemnification Claim to the Seller and the Escrow Agent (a "**Claim Certificate**"). Such Claim Certificate shall (A) state, to the extent reasonably available and known to Buyer, the material facts and circumstances giving rise to such claim for indemnification, (B) state that, in connection with such claim, one or more Buyer Indemnified Parties has paid or suffered or incurred, or is reasonably likely to pay, suffer or incur, damages subject to indemnification pursuant to Section 12 of the Purchase Agreement, (C) to the extent reasonably available and known to Buyer at the time of delivery of such Claim Certificate, state the amount of such damages paid or suffered or incurred or that Buyer reasonably estimates in good faith is reasonably likely to be paid, suffered or incurred (the "**Claimed Amount**"), and (D) specify in reasonable detail the nature of the misrepresentation, breach of warranty, covenant or claim to which such damages are related.

(ii) Whenever a Claim Certificate is delivered by Buyer and the claims (and the amounts thereof) contained in such Claim Certificate are either agreed to and acknowledged in writing by the Seller, or are not contested by the Seller by written notice to Buyer and the Escrow Agent (an "**Indemnity Dispute Notice**") within thirty (30) days after receipt of such Claim Certificate by the Seller (the "**Indemnity Response Period**"), (A) the Claimed Amount (or portion thereof, to the extent the Seller shall have agreed to and acknowledged a portion of the Claimed Amount) shall be deemed finally determined to be owing to Buyer for all purposes under this Agreement and the Purchase Agreement, and (B) within four (4) business days of the earlier of receipt of such agreement and acknowledgement from the Seller or the expiration of the Indemnity Response Period without delivery of an Indemnity Dispute Notice, the Escrow Agent shall disburse from the Escrow Property to Buyer the lesser of (x) the remaining Escrow Property, or (y) the amount so agreed to and acknowledged by the Seller or, if no Indemnity Dispute Notice has been delivered at the expiration of the Indemnity Response Period, the Claimed Amount and in accordance with the written instructions provided to the Escrow Agent by Buyer.

(iii) If, during the Indemnity Response Period, the Seller delivers to Buyer and the Escrow Agent an Indemnity Dispute Notice in respect of an Indemnification Claim (a "**Claim Certificate**"), then unless and until the Seller withdraws such Indemnity Dispute Notice in writing, the Indemnification Claim to which such Claim Certificate refers will be a "**Disputed Indemnity Claim**." Except as otherwise provided in this Section 3(b), the Escrow Agent shall not release from escrow or distribute any portion of the Escrow Property that is the subject of (A) a Disputed Indemnity Claim or (B) an Indemnification Claim that has not been agreed to and acknowledged in writing by the Seller and for which the Indemnity Response Period has not expired.

(iv) Except as otherwise specifically provided herein, in the event of any Disputed Indemnity Claim(s), the Escrow Agent shall retain an amount of the Escrow Property equal to such Disputed Indemnity Claims until such time or times as it receives joint written instructions signed by the Seller and Buyer, or an Order, setting forth instructions to the Escrow Agent pursuant to Section 3(c), in which case the Escrow Agent shall comply with such joint written instructions or Order.

(c) Release Pursuant to Joint Written Instructions or Order. Upon receipt by the Escrow Agent at any time or from time to time of (i) joint written instructions signed by the Seller and Buyer, authorizing the Escrow Agent to release to the Seller or to Buyer all or any portion of any of the Escrow

Property, whether in respect of a Disputed Indemnity Claim or otherwise; or (ii) an Order setting forth instructions to the Escrow Agent as to the amount of Escrow Property, if any, to be released to the Seller or to Buyer, whether in respect of a Disputed Indemnity Claim or otherwise, the Escrow Agent shall promptly (but in any event within four (4) business days after receipt of such instructions or Order) distribute whatever portion of such Escrow Property is specified in such written instructions to the extent available, or all of the remaining Escrow Property if such written instructions shall so specify, in such manner and to such persons as such instructions shall specify.

(d) Final Release of Escrow Property. In the event that any or all of the Escrow Property has not been fully distributed by the Escrow Agent as of the first anniversary of the Closing Date (the "**Release Date**"), then the Seller and Buyer shall deliver to the Escrow Agent joint written instructions (the "**Escrow Release Instructions**") that shall direct the Escrow Agent to distribute all of the remaining Escrow Property, less the aggregate amount of any unpaid Indemnification Claim(s) then payable pursuant to this Agreement, less the amount of any outstanding Disputed Indemnity Claim(s), and less the amount of any Indemnification Claims with respect to which the Indemnity Response Period has not expired, to the Seller.

Section 4. Investment of Funds.

(a) If the Escrow Agent shall have received specific joint written investment instructions from Buyer and the Seller (which shall include instruction as to term to maturity, if applicable), on a timely basis, the Escrow Agent shall invest the applicable portion of the Escrow Property pursuant to and as directed in such instructions, subject to the availability of such investment with the Escrow Agent. The Escrow Agent shall use commercially reasonable efforts to invest the applicable portion of the Escrow Property on the date of deposit, but in any event will invest such deposit no later than the following Business Day after receipt thereof.

(b) Absent its timely receipt of such specific joint written investment instructions from Buyer and the Seller, the Escrow Agent shall invest the entire Escrow Amount in the Escrow Agent's Money Market Deposit Account, the description and terms of which are attached hereto as Exhibit B, until such investment instruction is received. All earnings received from the investment of the Escrow Amount shall be credited to, and any losses on such investments shall be debited to, the Escrow Account, and shall become a part of the Escrow Property. The Interested Parties acknowledge and agree that the Escrow Agent is providing no investment advice and is not responsible for any of the investment decisions made by the Interested Parties. The Escrow Agent shall have no liability for any investment losses, including without limitation any market loss on any investment liquidated prior to maturity in order to make a payment required hereunder.

Section 5. Tax Matters.

(a) Except as stated herein, the Escrow Agent does not have any interest in the Escrow Amount deposited hereunder but is serving as escrow holder only and having only possession thereof. The Escrow Agent shall report to Buyer and the Seller the aggregate amount of interest, dividends and capital gains and other taxable income (collectively, the "**Escrow Income**") earned on the Escrow Property (i) during any calendar quarter (a "**Quarterly Period**") from the later of (A) the date of the end of the preceding calendar quarter and (B) the most recent date of release of funds under Section 3 (any such release a "**Funds Release**" and any such date a "**Funds Release Date**"), in each case, until the end of such calendar quarter, within ten (10) days of the close of such Quarterly Period, and (ii) in the event of any Funds Release, during the period from the later of (A) the most recent Funds Release Date and (B) the end of the most recent calendar quarter period, in each case until the date of such Funds Release (a "**Funds Release Date Period**"). Notwithstanding any other provision of this Agreement, no later than

thirty (30) days following the end of each calendar quarter, the Escrow Agent shall distribute to Buyer out of the Escrow Property an amount equal to forty percent (40%) of the Escrow Income earned through such date less any amounts previously distributed to Buyer pursuant to this Section 5 (each such distribution, a "**Tax Distribution**"). As a condition to any disbursement of Escrow Property to the Seller, prior to disbursing Escrow Property to the Seller pursuant to this Agreement, the Escrow Agent shall pay to Buyer from the Escrow Property an amount in cash equal to the sum of (i) the aggregate amount of all Tax Distributions with respect to any completed Quarterly Period (whether or not thirty (30) days has elapsed since the end of such Quarterly Period), to the extent such Tax Distribution was not previously made to Buyer, to the extent such Tax Distributions were not previously made to Buyer, and (ii) forty percent (40%) of the Escrow Income earned during the Funds Release Date Period ending on the date of the Funds Release Date associated with such disbursement to the Seller, to the extent such Tax Distributions are not distributed to Buyer pursuant to clause (i). The Interested Parties agree that any Escrow Income shall be treated as the income of Buyer and shall be reported on an annual basis by the Escrow Agent on the appropriate Form 1099, as required pursuant to the United States Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations thereunder. The Interested Parties agree to file all tax returns on a basis consistent with such treatment.

(b) Any payments of income from the Escrow Account shall be subject to tax withholding and information reporting requirements under applicable law. If the Escrow Agent is required under applicable law to withhold or pay tax on any amounts payable from the Escrow Account, such withholdings or payments will be taken from the Escrow Property and deposited or paid with or to the appropriate taxing authority in the manner prescribed by applicable tax law.

(c) The Interested Parties agree that the Escrow Agent shall report the distribution of any portion of the Escrow Property on the appropriate U.S. Internal Revenue Service (the "**IRS**") Form 1099 to the Interested Party (or other party (or parties)) to whom such Escrow Property is distributed, if so required under Code Section 6045 and the regulations thereunder.

(d) The Interested Parties have provided the Escrow Agent with certified tax identification numbers by signing and returning IRS Forms W-9 (or applicable original IRS Forms W-8, in the case of non-U.S. persons) to the Escrow Agent at or prior to the execution and delivery of this Agreement. The Interested Parties understand that, in the event their tax identification numbers are not certified to the Escrow Agent, applicable tax laws may require withholding with respect to any amounts allocable or payable to such Interested Party from the Escrow Account. To the extent that amounts are so withheld by the Escrow Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of whom such deduction and withholding was made by the Escrow Agent. The Escrow Agent shall promptly provide a copy of any IRS Forms W-9 or IRS Forms W-8 delivered to the Escrow Agent to Buyer for its records.

(e) The Interested Parties acknowledge and agree that none of the payments to Escrow Agent under this Agreement are for compensation for services performed by an employee or independent contractor.

(f) To the extent the Escrow Agent becomes liable for the payment of any taxes in respect of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Each of the Interested Parties agrees, jointly and severally, subject to Section 7(e), to indemnify and hold the Escrow Agent (and its directors, officers, employees and agents) harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, and other expenses that may be assessed or asserted against the Escrow Agent (and its directors, officers, employees and agents) in connection with, on account of or relating to the Escrow Property, the management established hereby, any payment or distribution of or from the Escrow

Property pursuant to the terms hereof or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses), interest and penalties, in each case subject to Section 6(b); provided, however, that the Escrow Agent shall not be entitled to any payments under this Section 5(f) with respect to any taxes, assessments, additions for late payment, interest, penalties, or other expenses that are caused by the gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation of the Escrow Agent.

Section 6. Concerning the Escrow Agent.

(a) Each Interested Party acknowledges and agrees that the Escrow Agent (i) shall not be responsible for any of the agreements referred to or described herein (including without limitation the Purchase Agreement, other than with respect to the definitions of certain terms used herein, which definitions are set forth in the Purchase Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, each of which is ministerial (and shall not be construed to be fiduciary) in nature, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent, (iii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve or cause it to incur any expense or liability unless it shall have been furnished with acceptable indemnification, (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility or duty to make inquiry as to or to determine the genuineness, accuracy or validity thereof (or any signature appearing thereon), or of the authority of the person signing or presenting the same, and (v) may consult counsel satisfactory to it, including in-house counsel, and the opinion or advice of such counsel in any instance shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel.

(b) The Escrow Agent shall not be liable to anyone for any action taken or omitted to be taken by it hereunder except in the case of the Escrow Agent's gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction). In no event shall the Escrow Agent be liable for any indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Escrow Agent has been informed of the likelihood of such loss or damage and regardless of the form of action.

(c) The Escrow Agent shall have no more or less responsibility or liability on account of any action or omission of any book-entry depository, securities intermediary or other subescrow agent employed by the Escrow Agent than any such book-entry depository, securities intermediary or other subescrow agent has to the Escrow Agent, except to the extent that such action or omission of any book-entry depository, securities intermediary or other subescrow agent was caused by the Escrow Agent's own gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction).

(d) The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its

affiliates, whether it or such affiliate is acting as a subagent of the Escrow Agent or for any third person or dealing as principal for its own account.

(e) Notwithstanding any term appearing in this Agreement to the contrary, in no instance shall the Escrow Agent be required or obligated to distribute any Escrow Property (or take other action that may be called for hereunder to be taken by the Escrow Agent) sooner than two (2) Business Days after (i) it has received the applicable documents required under this Agreement in good form, or (ii) passage of the applicable time period (or both, as applicable under the terms of this Agreement), as the case may be.

(f) Unless and except to the extent otherwise expressly set forth herein, all deposits and payments hereunder, or pursuant to the terms hereof (including without limitation all payments to the Escrow Agent pursuant to Section 7 below) shall be in U.S. dollars.

Section 7. Compensation, Expense Reimbursement and Indemnification.

(a) Each of the Interested Parties agrees, jointly and severally, subject to Section 7(e), to pay the Escrow Agent's compensation for its normal services hereunder in accordance with the fee schedule attached hereto as Exhibit A and made a part hereof.

(b) Each of the Interested Parties agrees, jointly and severally, subject to Section 7(e), to reimburse the Escrow Agent on demand for all documented costs and expenses incurred in connection with the administration of this Agreement or the escrow created hereby or the performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder, including without limitation, payment of reasonable legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder.

(c) Each of the Interested Parties covenants and agrees, jointly and severally, subject to Section 7(e), to indemnify the Escrow Agent (and its directors, officers, employees and agents) and hold it (and such directors, officers, employees and agents) harmless from and against any loss, liability, damage, cost and expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to reasonable attorney's fees and other costs and expenses of defending or preparing to defend against any claim of liability, unless and except to the extent such loss, liability, damage, cost and expense shall have been finally adjudicated by a court of competent jurisdiction to have resulted from the Escrow Agent's gross negligence or willful misconduct. In no event shall the Interested Parties be liable for any indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Indemnified Parties have been informed of the likelihood of such loss or damage and regardless of the form of action.The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation of the Escrow Agent.

(d) Notwithstanding anything herein to the contrary, the Escrow Agent shall have and is hereby granted a possessory lien on and security interest in the Escrow Property, and all proceeds thereof, to secure payment of all amounts owing to it from time to time hereunder, whether now existing or hereafter arising. The Escrow Agent shall have the right to deduct from the Escrow Property, and proceeds thereof, any such sums, upon two (2) Business Days' written notice to the Interested Parties of its intent to do so.

(e) In the event that the Escrow Agent is entitled to indemnification or payment from the Interested Parties hereunder, each of Buyer, on the one hand, and the Seller, on the other hand, agrees as between themselves that:

(i) they shall share, fifty percent (50%) each, of all amounts payable to the Escrow Agent pursuant to Section 5(f), this Section 7 and Section 10; and

(ii) notwithstanding Section 7(e)(i) above, if and to the extent that such action, claim and proceeding against the Escrow Agent is by virtue of instructions given (or failed to be given) either solely by Buyer or solely by the Seller in connection with the release of (or failure to release) any of the Escrow Property (any such action, claim or proceeding being hereinafter referred to as an "**Instructions Claim**"), then (i) if such Instructions Claim arose by virtue of instructions given (or failed to be given) by Buyer, Buyer shall indemnify Escrow Agent for any such loss, liability, cost, damage or expense, or (ii) if such Instructions Claim arose by virtue of instructions given (or failed to be given) by the Seller, the Seller shall indemnify Escrow Agent for any such loss, liability, cost, damage or expense.

The Escrow Agent may deliver an invoice to an Interested Party for any amounts payable by such Interested Party under this Agreement.

(f) Notwithstanding anything express in this Agreement to the contrary, the Escrow Agent shall not be entitled to indemnification hereunder with respect to any loss, liability, cost, damage or expense suffered or incurred by Escrow Agent caused by the gross negligence or willful misconduct of the Escrow Agent.

Section 8. Resignation or Removal.

(a) The Escrow Agent may at any time resign as Escrow Agent hereunder by giving thirty (30) days' prior written notice of resignation to the Interested Parties, and the Interested Parties may remove the Escrow Agent by furnishing to the Escrow Agent thirty (30) days' prior written notice, which notice shall be joint, of its removal along with payment of all fees, costs and reasonable expenses to which the Escrow Agent is entitled through the date of termination. Within thirty (30) days after receipt of the foregoing notice of resignation or delivery of the foregoing notice of removal, the Interested Parties will issue to the Escrow Agent a written instruction authorizing redelivery of the Escrow Property to a bank or trust company that it appoints as successor to the Escrow Agent hereunder. If a successor escrow agent has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may either (i) safe keep the Escrow Property until a successor escrow agent is appointed, without any obligation to invest the same or continue to perform under this Agreement, or (ii) apply to a court of competent jurisdiction for appointment of a successor escrow agent.

(b) Upon receipt of notice of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor escrow agent, less any unpaid fees, costs and reasonable expenses owed to the Escrow Agent under this Agreement, or hold such Escrow Property (or any portion thereof) pending distribution, until all such fees, costs and reasonable expenses are paid to it.

(c) Upon delivery of the Escrow Property to the successor escrow agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

Section 9. Dispute Resolution.

Subject to Section 3, it is understood and agreed that, should any dispute arise with respect to the delivery, ownership, right of possession, or disposition of the Escrow Property, or should any claim be made upon the Escrow Agent or the Escrow Property by a third party, the Escrow Agent upon receipt of notice of such dispute or claim is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability to anyone, all or any of said Escrow Property until such dispute shall

have been settled either by the mutual written agreement of the parties involved or by a final order, decree or judgment of a court in the United States of America, the time for perfection of an appeal of such order, decree or judgment having expired. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Property. The Escrow Agent shall be entitled to receive (from and at the expense of the claiming party) an opinion of counsel to the effect that any order, judgment or decree is final and not subject to appeal. The Escrow Agent shall have the option, after thirty (30) calendar days' notice to the Interested Parties of its intention to do so, to file an action in interpleader requiring the Interested Parties hereto to answer and litigate any claims and rights among themselves. The costs and expense (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be the joint and several obligations of the Interested Parties (subject to Section 7(e)).

Section 10. Governing Law; Consent to Jurisdiction and Service; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

(b) The parties hereby absolutely and irrevocably consent and submit to the exclusive jurisdiction of the courts in the State of Delaware and the United States District Court for the District of Delaware in connection with any actions or proceedings commenced regarding this Agreement, including, but not limited to, any interpleader proceeding or proceeding for the appointment of a successor escrow agent brought against the Interested Parties (or any of them) by the Escrow Agent pursuant to this Agreement. In any such action or proceeding, the parties each hereby absolutely and irrevocably (i) waive any objection to jurisdiction or venue, (ii) waive personal service of any summons, complaint, declaration or other process, and (iii) agree that the service thereof may be made by certified or registered first-class mail directed to such party, as the case may be, at their respective addresses in accordance with Section 12 hereof.

(c) THE PARTIES HEREBY WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS OR ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 11. Force Majeure.

The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control (but only to the extent such specific acts are beyond the reasonable control of the Escrow Agent). Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 12. Notices; Wiring Instructions.

(a) Notice Addresses. Any notice permitted or required hereunder shall be in writing, and shall be sent (i) by personal delivery or overnight delivery by a recognized courier or delivery service, (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by confirmed facsimile, in each case to the parties at their address set forth below (or to such other address as any such party may hereafter designate by written notice to the other parties). Notwithstanding anything herein to

the contrary, no notice to any party to this Agreement shall be deemed given until actually received by such party.

If to Escrow Agent:

U.S. Bank National Association
Corporate Trust Services
One Federal Street, 3rd Floor
Boston, MA 02110
Attention: Alison D.B. Nadeau
Ref: Boston Scientific / LumenR Escrow
Facsimile: 617.603.6683
Telephone: 617.603.6553

If to Buyer:

Boston Scientific Corporation
300 Boston Scientific Way
Marlborough, Massachusetts 01752
Attention: Chief Financial Officer
Facsimile: 508-683-4380

with a copy to:

Boston Scientific Corporation
300 Boston Scientific Way
Marlborough, Massachusetts 01752
Attention: Chief Corporate Counsel
Facsimile: 508-683-4350

If to the Seller:

LumenR, LLC
c/o Dr. Gregory Piskun
9616 Moritz Way
Delray Beach, Florida 33446

with a copy to:

Dentons US LLP
101 JFK Parkway, 4th Floor
Short Hills, NJ 07078
Attention: John L. Cleary II
Facsimile: (973) 912-7173
Email: john.cleary@dentons.com

(b) Wiring Instructions. Any funds to be paid to or by the Escrow Agent hereunder shall be sent by wire transfer pursuant to the following instructions (or by such method of payment and pursuant to such instruction as may have been given in advance and in writing to or by the Escrow Agent, as the case may be, in accordance with Section 12(a) above):

If to Buyer:

Bank:	Bank of America
ABA No.:	026-009-593
Account Name:	Boston Scientific Corporation
Account Number:	3756604621

If to Escrow Agent on the Closing Date:

U.S. Bank National Association
ABA # 091 000 022
Corporate Trust
Acct. # 1731 0332 1092
Ref: Boston Scientific / LumenR Escrow

If to Escrow Agent after the Closing Date:

U.S. Bank National Association
ABA # 091 000 022
Corporate Trust
Acct. # 1731 0332 1092
Ref: Boston Scientific / LumenR Escrow

If to the Seller:

Bank:	JP Morgan Chase
ABA No.:	021202337
Account Name:	LumenR LLC
Account Number:	#740173281
WIRE Routing Number:	#021202337

Section 13. Miscellaneous.

(a) Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors and assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another entity or corporation, the successor entity or corporation, upon written notice to each of the Interested Parties, shall be the successor Escrow Agent.

(b) Modifications. This Agreement may not be altered or modified without the express written consent of each of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion.

(c) Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (i) consents, waivers and modifications which may hereafter be executed, and (ii) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original

itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

(d) Counterparts and Facsimile or .Pdf Execution. This Agreement may be executed in several counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .pdf shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

(e) Interested Party Information. To help the government fight the funding of terrorism and money laundering activities, Federal Law requires the Escrow Agent to obtain, verify and record certain information that identifies each person who opens an escrow account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to be provided financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

(f) Security Advice Waiver. The Interested Parties acknowledge that regulations of the Comptroller of the Currency grant them the right to receive brokerage confirmations of security transactions as they occur. The Interested Parties specifically waive such notification to the extent permitted by Law and acknowledge that they will receive periodic cash transaction statements which will detail all investment transactions.

(g) Authorized Representatives. Each individual designated as an authorized representative (each, an "**Authorized Representative**") of any Interested Party is authorized to give and receive notices, requests and instructions and to deliver certificates and documents in connection with this Agreement on behalf of such Interested Party, and the name, telephone number and specimen signature for each such Authorized Representative, initially authorized hereunder, is set forth on Exhibit C. From time to time, any Interested Party may, by delivering to the other parties hereto a revised copy of Exhibit C, or any resolution, incumbency certificate or similar document setting forth the officers of such Interested Party, which officers shall be deemed to be Authorized Representatives of such Interested Party for purposes of this Agreement, change such Interested Party's Authorized Representatives (and amend this Agreement to so provide), but until a new Exhibit C, resolution, incumbency certificate or similar document with the information regarding the successor Authorized Representatives is delivered to a party in accordance with this Agreement, that party shall be entitled to rely conclusively on Exhibit C, resolution, incumbency certificate or similar document, as applicable, last delivered hereunder.

(h) Termination. This Agreement shall terminate upon the distribution of all Escrow Property from the Escrow Account established hereunder in accordance with the terms of this Agreement, subject, however, to the survival of obligations specifically contemplated in this Agreement to so survive.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as an instrument under seal in its name and on its behalf as of the date and year first above written.

BOSTON SCIENTIFIC CORPORATION

By:_____
Name:
Title:

LUMENR, LLC

By:_____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, AS ESCROW AGENT

By:_____
Name:
Title:

EXHIBIT A

ESCROW AGENT FEES

See attached.

EXHIBIT B

U.S. BANK NATIONAL ASSOCIATION

MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

EXHIBIT C

INCUMBENCY CERTIFICATE OF AUTHORIZED SIGNERS

For Buyer:

	Name	Telephone Number	Signature
1)			
2)			
3)			

For Seller:

	Name	Telephone Number	Signature
1)			
2)			
3)			

EXHIBIT B TO
ASSET PURCHASE AGREEMENT

Development Milestone Transfer Tasks

Topic	Action
1- Change log (past)	The Company to create a design change log that specifies material design changes to Product 2 during all animal and clinical studies using Product 2. The log should include the date of the change, the description of the change, why the change was made, and any testing to support change.
2- Change modification map	The Company shall create a change modification map for Product 2 starting with the latest such device utilized in a clinical trial and outlining planned future changes thereto with relative importance.
3- Design History File	The Company shall develop source documents for its design history files ("DHF") for Product 2 by updating such documentation and testing criteria to include Risk Analysis, Hazard Analysis, Use FMEA, Design FMEA elements and to document source information and other reasonable and appropriate clearly defined standards as mutually agreed to between Buyer and the Company in writing within 3 months of the Closing.
4- Design History File	The Company shall deliver to Buyer product specifications, market specifications and drawings with respect to Product 2 that support its 510(k) clearance for such device.
5- Design History File	The Company shall deliver to Buyer all applicable material written documentation in its possession with respect to the design and manufacturing processes and process validation for Product 2.
6- Documents	The Company shall deliver to Buyer up to date electronic files with respect to the Company's current design documentation, change notices, historical revisions, solid model files and CAPAs with respect to Product 2.
7- Documents	The Company shall deliver to Buyer all electronic or paper copies of all source documentation in its possession for all testing, design documentation, change notices, historical revisions, solid model files, CAPAs, all DHRs (including builds completed at Venta & CMM), calibration records (anything that is on a log sheet or notebook) and lab notebooks with respect to Product 2.
8- Early design knowledge transfer	The Company shall deliver to Buyer all material documents with respect to the development history of cage development, including performance experiences that led to current design of Product 2.
9- Inventory	The Company shall deliver to Buyer an inventory list (including location) of all components, prototypes, sub assemblies, finished devices, retained devices, molds, tooling, fixtures and supplies related to Product 2.

EXHIBIT C TO
ASSET PURCHASE AGREEMENT

Technology Transfer Milestone Tasks

Task Number / Topic	Action
1- Animal lab	The Company shall conduct 2 animal labs using at least one 510(k) cleared Product 1 device. Objectives of the study are to both evaluate prototypes and train Buyer personnel to transfer the Company's knowledge on how to conduct an animal study. Buyer shall supply all devices for the studies, required lab facilities and all other necessary endoscopic and other equipment/supplies to conduct the labs.
2- Animal lab	The Company shall conduct 3 animal labs with Buyer's Phase 1 device (i.e., the Company 510(k) cleared Product 1 device with reasonable modifications identified to the Company by Buyer in writing within 12 months of the Closing with respect to provisional modifications to the molded handle and exterior tube). Buyer to supply all devices for the studies, required lab facilities and all other necessary endoscopic and other equipment/supplies to conduct the labs.
3- Change log (past)	The Company to create a design change log that specifies material design changes to Product 1 during all animal and clinical studies using Product 1. The log should include the date of the change, the description of the change, why the change was made, and any testing to support change.
4- Change modification map	The Company shall create a change modification map starting with the latest Company device utilized in a clinical trial and outlining planned future changes thereto with relative importance.
5- Clinical	The Company shall close down any outstanding clinical studies and deliver to Buyer a "close out" package containing the applicable protocol, applicable contracts, proof of closure of the IRB study and proof of last payments made where applicable.
6- Clinical	The Company shall provide Buyer with a detailed list of all clinical trial protocols utilized by the Company with respect to Product 1 and all related clinical investigators, with a copy of all forms of clinical investigator protocols.
7- Clinical	The Company shall provide Buyer with a list demonstrating how many "clinical units" of Product 1 had been manufactured by the Company and provided to experts; how many were used in a clinical procedure, the location of any non-destroyed, non-utilized units, and the number of remaining units of Product 1 to be delivered to Buyer.
8- Clinical	The Company shall provide Buyer with copies of all applicable clinical trial agreements, patient data forms, material CRO correspondence and clinical trial audit information, if any, in the Company's possession or control
9- Clinical	The Company shall provide Buyer with copies of all case report forms (or

	equivalent summaries thereof) associated with at least 50 clinical cases conducted with the LumenR left colon device according to the IRB approved study protocol.
10- Clinical	The Company shall provide Buyer with a summary of all pre-clinical publications made by or on behalf of the Company with respect to Product 1 and an overview of any additional publications by or on behalf of the Company that are in progress as of the Closing, including any abstracts that might have been submitted to any industry meetings.
11- Manufacturing	The Company shall transfer manufacturing capabilities for Product 1 to a qualified single contract manufacturer of Buyer's choosing (equipment/ DMR) identified by Buyer to Seller in writing within 6 months of the Closing, with Buyer's and such contract manufacturer's full cooperation and support, to enable such manufacturer to demonstrate its capability to manufacture 15 Product 1 devices.
12- Contracts and agreements	The Company shall provide Buyer with originals or electronic copies of signed agreements and terms with all Company vendors and/or vendors-consultants providing material services/supplies to the Company.
13- Design History File	The Company shall develop source documents for its design history files ("DHF") for Product 1, Product 3 and Product 4 by updating such documentation and testing criteria to include Risk Analysis, Hazard Analysis, Use FMEA, Design FMEA elements and to document source information and other reasonable and appropriate clearly defined standards as mutually agreed to between Buyer and the Company in writing within 3 months of the Closing.
14- Design History File	The Company shall deliver to Buyer customary product specifications, market specifications and drawings with respect to Product 1 that support its 510(k) clearance for such device.
15- Design History File	The Company shall deliver to Buyer all applicable material written documentation in its possession with respect to the design and manufacturing processes and process validation for Product 1, Product 3 and Product 4.
16- Device	The Company shall deliver to Buyer 15 Product 1 devices for both the last device version used in a clinical setting (15 LumenR Cannula Retractor, 15 LumenR Instrument Guide) and the 510(k) cleared device.
17- Device	The Company shall deliver to Buyer evidence of the validation of changes to Product 1 with respect to reasonable provisional modifications, identified to Seller by Buyer in writing within 3 months of the Closing, to the molded handle design and exterior tube improvements providing customary documentation, drawings, product specifications, market specifications and testing to support the new design for Product 1.
18- Documents	The Company shall deliver to Buyer up to date electronic files with respect to the Company's current design documentation, change notices, historical revisions, solid model files and CAPAs with respect to Product 1, Product 3 and Product 4.

19- Documents	The Company shall deliver to Buyer all electronic or paper copies of all source documentation in its possession for all testing, design documentation, change notices, historical revisions, solid model files, CAPAs, all DHRs (including builds completed at Venta & CMM), calibration records (anything that is on a log sheet or notebook) and lab notebooks with respect to the Products.
20- Early design knowledge transfer	The Company shall deliver to Buyer all material documents with respect to the development history of cage development, including performance experiences that led to current design of Product 1.
21- Inventory	The Company shall deliver to Buyer an inventory list (including location) of all components, prototypes, sub assemblies, finished devices, retained devices, and supplies related to Product 1.
22- Inventory	The Company shall deliver to Buyer an inventory list (including location) of all equipment and fixtures relevant to prototyping, manufacturing, and/or testing of all Products that are part of the Acquired Assets.
23- Prototyping	Buyer's engineers and the Company shall complete a prototype of the proposed Phase 1 configuration of the 510(k) cleared device with molded handle design and a modified exterior sheath and provide an evaluation of such prototype to ensure design intent is preserved.

EXHIBIT D TO
ASSET PURCHASE AGREEMENT

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (this "Agreement") is entered into as of November 1, 2016, by and between Boston Scientific Corporation, a Delaware corporation ("Buyer") and LumenR, LLC, a Delaware limited liability company ("Seller"). All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement, dated as of November 1, 2016 (the "Purchase Agreement"), pursuant to which, among other things, Buyer or its Affiliates have agreed to purchase from Seller, and Seller has agreed to sell to Buyer and its Affiliates, all of the Acquired Assets, and Buyer has agreed to assume all of the Assumed Liabilities, upon the terms and subject to the conditions set forth in the Purchase Agreement (collectively, the "Transaction");

WHEREAS, the execution, delivery and performance of this Agreement is an integral part of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Buyer and Seller now desire to consummate the Transaction in part by the execution and delivery of this Agreement in order to give immediate effect thereto.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1 Asset Transfer.

a. Subject to Section 1(b) below, upon the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and takes assignment and delivery of from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), good and valid title to all of Seller's right, title and interest in, to and under all of the Inventory, which may be held and enjoyed by Buyer for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives.

b. To the extent Seller, on the one hand, and Buyer or any of its Affiliates, on the other hand, entered into or will enter into a bill of sale or other form of transfer agreement with respect to the transfer of any of the Acquired Assets described in Section 1(a) above, such bill of sale or other form of transfer agreement shall govern the transfer of such Acquired Assets and such Acquired Assets shall not be deemed to transfer hereunder.

2 Assumed Liabilities. Upon the terms and subject to the conditions set forth in the Purchase Agreement, as partial consideration for the sale, assignment, transfer, conveyance and delivery by Seller to Buyer of Seller's right, title and interest in, to and under the Acquired Assets described in Section 1 above, Buyer hereby assumes all of the Assumed Liabilities relating to the Acquired Assets described in Section 1 above.

3 Excluded Liabilities and Excluded Assets. Seller shall retain and remain responsible for, and Buyer shall not, and does not, assume or in any way become responsible for, any of the Excluded Liabilities.

Seller shall retain all, and Buyer shall not, and does not, acquire any, right, title, or interest in, to or under the Excluded Assets.

4 Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Agreement is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Buyer or Seller set forth in the Purchase Agreement. 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 will govern.

5 Notices. All notices and other communications to be given under the terms of this Agreement or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 13.1 (Notices) of the Purchase Agreement.

6 Governing Law. The parties hereto hereby agree that the provisions of Section 13.6 (Governing Law) and Section 13.7 (Consent to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement are hereby made part of this Agreement as if they were contained herein, mutatis mutandis.

7 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement. Copies of executed signature pages delivered by facsimile or other electronic means (i.e., .pdf or .tif) shall be deemed originals.

9 Miscellaneous. The terms and provisions of this Agreement are intended solely for the benefit of the parties and their respective successors and assigns, and nothing in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy or claim under, or in respect of, this Agreement or any provision contained herein. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto. This Agreement may be terminated, amended or modified, and any of the terms, covenants or conditions hereof may be waived, only by a writing signed by each of the parties hereto or, in the case of a waiver, by the party or parties waiving compliance. Each item and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby. Each of the parties hereto has been represented by its own counsel and acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date set forth in the first paragraph hereof.

BUYER:

BOSTON SCIENTIFIC CORPORATION

By: _____
Name:
Title:

SELLER:

LUMENR, LLC

By:_____
Name:
Title:

EXHIBIT E-1 TO
ASSET PURCHASE AGREEMENT

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of the 1st day of November, 2016 (this "Assignment") by LumenR, LLC, a Delaware limited liability company ("Assignor"), in favor of Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of November 1, 2016 (the "Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor is the owner of the trademarks and trademark applications identified in Exhibit 1 attached hereto (the "Assigned Marks");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor desires to sell, transfer, assign and set over unto Assignee all right, title and interest of Assignor in and to the Assigned Marks, pursuant to the terms of the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to execute and deliver all documents as the Buyer may reasonably request of Assignor to effect the transactions contemplated by the Purchase Agreement, including all instruments of assignment and transfer with respect to the Assigned Marks; and

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all right, title and interest in and to (i) the Assigned Marks, whether registered or unregistered, together with all common law rights with respect thereto in the United States and throughout the world, including all registrations thereof, and any renewals and extensions of such registrations, (ii) the goodwill symbolized by and associated with the Assigned Marks, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or injury to the Assigned Marks or such associated goodwill, and (iv) any and all other corresponding rights that have been, or hereafter may be, secured throughout the world with respect to the Assigned Marks. Assignor further agrees to execute and has executed all documents, instruments and papers and to perform all acts, without any further consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application or assignment documents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment

shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the Purchase Agreement set forth therein. 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 will govern.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, United States, without regard to conflicts of law principles.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Assignment. Copies of executed signature pages delivered by facsimile or other electronic means (i.e., .pdf or .tif) shall be deemed originals.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal effective as of this 1st day of November, 2016.

LUMENR, LLC

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2016, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of this 1st day of November, 2016.

BOSTON SCIENTIFIC SCIMED, INC.

By: _____
Name:
Title:

EXHIBIT 1

Trademarks

Trademark	Trademark Application No.	Filing Date
LUMENR	Serial No. 87114030	July 23, 2016

EXHIBIT E-2 TO
ASSET PURCHASE AGREEMENT

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications is made as of the 1st day of November, 2016 (this "Assignment") by LumenR, LLC, a Delaware limited liability company ("Assignor"), in favor of Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of November 1, 2016 (the "Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor is the owner of certain patents and patent applications in the United States Patent and Trademark Office and other foreign offices identified in Exhibit 1 attached hereto (the "Assigned Patent Rights");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor desires to sell, transfer, assign and set over unto Assignee all right, title and interest of Assignor in and to the Assigned Patent Rights, pursuant to the terms of the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to execute and deliver all documents as the Buyer may reasonably request of Assignor to effect the transactions contemplated by the Purchase Agreement, including all instruments of assignment and transfer with respect to the Assigned Patent Rights; and

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the Assigned Patent Rights, including all inventions in the United States and throughout the world described therein, and the applications and patents issuing from applications listed therein, and any applications and patents claiming priority to any of those listed therein, and any applications and patents from which those listed therein may claim priority to, and any other continuations-in-part, divisionals, reissues, extensions and foreign counterparts of the Assigned Patent Rights, together with all claims for damages by reason of past, present or future infringement of any Assigned Patent Rights, with the right to sue for and collect the same, and any and all other corresponding rights that have been, or hereafter may be, secured throughout the world with respect to the Assigned Patent Rights. Assignor further agrees to execute and has executed all documents, instruments and papers and to perform all acts, without any further consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office (and its foreign counterparts in any applicable jurisdiction) to issue the Patents resulting from the applications in the Assigned Patent Rights to Assignee, its successors and assigns.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Assignment is given to further

evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the Purchase Agreement set forth therein. 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 will govern.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, United States, without regard to conflicts of law principles.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Assignment. Copies of executed signature pages delivered by facsimile or other electronic means (*i.e.*, .pdf or .tif) shall be deemed originals.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal effective as of this 1st day of November, 2016.

LUMENR, LLC

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2016, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of this 1st day of November, 2016.

BOSTON SCIENTIFIC SCIMED, INC.

By: _____
Name:
Title:

EXHIBIT 1

Patent Rights

U.S. Filings		
Serial/Publication No.	**Filing Date**	**Title**
U.S. Patent No. 9,039,601	August 25, 2009	Endoluminal treatment method and associated surgical assembly including tissue occlusion device
U.S. Application No. 14/511,694 (U.S. Publication No. 2015-0045616)	October 10, 2014	ENDOLUMINAL TREATMENT METHOD AND ASSOCIATED SURGICAL ASSEMBLY
U.S. Application No. 15/168,083	May 29, 2016	ENDOLUMINAL TREATMENT METHOD AND ASSOCIATED SURGICAL ASSEMBLY
U.S. Patent No. 8,506,479	December 16, 2010	Substantially rigid and stable endoluminal surgical suite for treating a gastrointestinal lesion
U.S. Patent No. 9,161,746	December 23, 2012	Substantially rigid and stable endoluminal surgical suite for treating a gastrointestinal lesion
U.S. Application No. 14/732,749 (U.S. Publication No. 2015/0265818)	June 7, 2015	SUBSTANTIALLY RIGID AND STABLE ENDOLUMINAL SURGICAL SUITE FOR TREATING A GASTROINTESTINAL LESION
U.S. Application No. 14/738,863 (U.S. Publication No. 2015/0313584)	June 13, 2015	SUSTANTIALLY RIGID AND STABLE ENDOLUMINAL SURGICAL SUITE FOR TREATING A GASTROINTESTINAL LESION
U.S. Application No. 15/173,455 (U.S. Publication No. 2011/0288538)	June 3, 2016	APPARATUS AND METHOD FOR EFFECTING AT LEAST ONE ANATOMICAL STRUCTURE
U.S. Application No. 14/866,695 (U.S. Publication No. 2016/0015252)	September 25, 2015	SUBSTANTIALLY RIGID AND STABLE ENDOLUMINAL SURGICAL SUITE FOR TREATING A GASTROINTESTINAL LESION
U.S. Patent No. 8,932,211	June 22, 2012	Floating, multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
U.S. Patent No. 9,125,636	April 12, 2013	Endoluminal device with retractor system
U.S. Patent No. 9,186,130	April 12, 2013	Endoluminal system for gastrointestinal treatment
U.S. Application No. 14/506,666 (U.S. Publication No. 2015/0025314)	October 5, 2014	ENDOLUMINAL SYSTEM AND METHOD FOR GASTROINTESTINAL TREATMENT
U.S. Application No. 15/230,455	August 7, 2016	FLOATING, MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A

		MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/696,421 (U.S. Publication No. 2015/0223798)	April 25, 2015	FLOATING, MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/815,985 (U.S. Publication No. 2015/0335324)	August 1, 2015	ENDOLUMINAL DEVICE WITH RETRACTOR SYSTEM
U.S. Application No. 14/929, 214 (U.S. Publication No. 2016/0051128)	October 30, 2015	ENDOLUMINAL SYSTEM FOR GASTROINTESTINAL TREATMENT
U.S. Patent No. 9,186,131	June 9, 2013	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
U.S. Application No. 14/678,949 (U.S. Publication No. 2015-0209024)	April 4, 2015	MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/745,396 (U.S. Publication No. 2015/0282800)	June 20, 2015	FLOATING, MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/752,908 (U.S. Publication No. 2015/0297209)	June 27, 2015	FLOATING, MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 15/201,398	July 2, 2016	MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/099,943 (U.S. Publication No. 2014/0142393)	December 7, 2013	MULTI-LUMEN-CATHETER RETRACTOR SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/622,831 (U.S. Publication No. 2015-0157192)	February 14, 2015	SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT
U.S. Application No. 14/714,287 (U.S. Publication No. 2015/0272564)	May 16, 2015	TISSUE RETRACTOR FOR MINIMALLY INVASIVE SURGERY
U.S. Application No. 15/148,999	May 16, 2016	TISSUE RETRACTOR FOR MINIMALLY INVASIVE SURGERY
U.S. Application No. 15/261,930	September 10 2016	SYSTEM FOR A MINIMALLY-INVASIVE, OPERATIVE GASTROINTESTINAL TREATMENT

Foreign Patents		
Publication No.	**Filing Date**	**Title of Invention**
Canadian Publication No. 2,783,252	June 6, 2012	Arrangements and methods for effecting an endoluminal anatomical structure
Chinese Publication No. 2010/80057201.5	June 15, 2012	Arrangements and methods for effecting an endoluminal anatomical structure
European Publication No. 10842611.5	July 26, 2012	Arrangements and methods for effecting an endoluminal anatomical structure
Korean Publication No. 10-2012-701840	July 13, 2012	Arrangements and methods for effecting an endoluminal anatomical structure
Japanese Publication No.: 2012/544833 Japanese Patent No. 5,852,008	June 11, 2012	Arrangements and methods for effecting an endoluminal anatomical structure
Australian Publication No. 2013/277448	December 18, 2014	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Canadian Publication No. 2,883,783	December 16, 2014	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Chinese Publication No. 2013/80033096.5	December 22, 2014	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
European Publication No. 13735103.7	January 15, 2015	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Japanese Publication No. 2015/518501	December 15, 2014	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Korean Publication No. 10-2015-7001534	January 20, 2015	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Australian Publication No. 2014278600	December 18, 2015	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Canadian Publication No. 2,915,935	November 17, 2015	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Chinese Publication No. 201480032680.3	December 8, 2015	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment

European Publication No. 14733912.1	January 6, 2016	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Japanese Publication No. 2016-518367	December 8, 2015	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
Korean Publication No. 10-2016-7000338	January 7, 2016	Multi-lumen-catheter retractor system for a minimally-invasive, operative gastrointestinal treatment
PCT Publication No 2016/16911	February 16, 2016	System for a minimally-invasive, operative gastrointestinal treatment
PCT Publication No. 2016/31355	May 16, 2016	Tissue retractor for minimally invasive surgery

EXHIBIT E-3 TO
ASSET PURCHASE AGREEMENT

ASSIGNMENT OF DOMAIN NAMES

This Assignment of Domain Names is made as of the 1st day of November, 2016 (this "Assignment") by LumenR, LLC, a Delaware limited liability company ("Assignor"), in favor of Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of November 1, 2016 (the "Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor is the owner of certain Internet domain names as set forth on Exhibit 1 attached hereto (the "Assigned Domain Names");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor desires to sell, transfer, assign and set over unto Assignee all right, title and interest of Assignor in and to the Assigned Domain Names, pursuant to the terms of the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to execute and deliver all documents as the Buyer may reasonably request of Assignor to effect the transactions contemplated by the Purchase Agreement, including all instruments of assignment and transfer with respect to the Assigned Domain Names; and

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the Assigned Domain Names in the United States and throughout the world and any goodwill associated therewith, together with all claims for damages by reason of past, present or future infringement of any rights in and to the Assigned Domain Names, with the right to sue for and collect the same, and any and all other corresponding rights that have been, or hereafter may be, secured throughout the world with respect to the Assigned Domain Names. Assignor further agrees to execute and has executed all documents, instruments and papers and to perform all acts, without any further consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents, and further including, without limitation, all actions that may be required by the applicable domain name registrar and/or hosting service provider to transfer ownership and control of each Assigned Domain Name to Assignee, its successors and assigns.

Assignor hereby authorizes and requests the appropriate registration authority, domain name registrar, hosting service provider, and each other applicable entity, to transfer ownership and control of the Assigned Domain Names to Assignee, its successors and assigns.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand,

reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the Purchase Agreement set forth therein. 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 will govern.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, United States, without regard to conflicts of law principles.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Assignment. Copies of executed signature pages delivered by facsimile or other electronic means (i.e., .pdf or .tif) shall be deemed originals.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal effective as of this _____ day of _____, 2016.

LUMENR, LLC

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2016, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of this _____ day of November, 2016.

BOSTON SCIENTIFIC SCIMED, INC.

By: _____
Name:
Title:

EXHIBIT 1

Domain Names

www.lumenr.com

EXHIBIT F TO
ASSET PURCHASE AGREEMENT

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (this "Agreement") is being executed and delivered as of November 1, 2016, (the "Effective Date"), by LumenR, LLC, a Delaware limited liability company ("Seller") in favor of, and for the benefit of, Boston Scientific Corporation, a Delaware corporation ("BSC"). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, prior to the Effective Date, Seller was engaged in the Business and has had access to confidential information relating to and possesses significant knowledge and expertise of the Business and the Acquired Assets, and after the Effective Date will continue to possess such knowledge and expertise and have access to such confidential information under that certain Consulting Agreement of even date herewith, by and among Seller and BSC, pursuant to which Seller shall provide certain consulting services to BSC in connection with the Business and the Acquired Assets;

WHEREAS, Seller, in the course of working with the Business, has also contributed to the development of significant goodwill that is now a significant part of the value of the Business;

WHEREAS, the Seller and BSC are entering into an Asset Purchase Agreement, dated November 1, 2016 (the "Purchase Agreement"), pursuant to which BSC shall purchase all of the Acquired Assets and assume all of the Acquired Liabilities of the Seller pursuant to the terms and conditions set forth therein; and

WHEREAS, in order to induce BSC to enter into the Purchase Agreement and the other Transaction Documents and as a condition to the consummation of the transactions contemplated thereby, and to enable BSC to more fully secure the benefits of such transactions, BSC has requested that Seller enter into and be bound by this Agreement, and Seller has so agreed.

NOW, THEREFORE, in respect of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Non-Competition and Non-Solicitation.

a. Non-Competition: Subject to the provisions of Section 1.c below, during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date (such period, the "Non-Competition Restricted Period"), throughout the world, Seller shall not, directly or indirectly, engage or assist others in engaging in any business or enterprise (whether as owner, partner, officer, director, equityholder, consultant, investor, lender or otherwise) that, at the time of the engagement or assistance, is engaged in (i) any design or development of a product that, if commercialized, would be competitive with any Earnout Product in the Field or any then-existing BSC product in the Field; or (ii) services relating to development of products which may be competitive with an Earnout Product in the Field for any third party (any such business or enterprise, a "Competitive Business"); provided that Seller may own, as a passive investor, publicly-traded securities (directly or through mutual funds or retirement accounts) of any Competitive Business so long as such securities do not, in the aggregate, constitute more

than five percent (5%) of the issued and outstanding securities of such Competitive Business. "Earnout Product" means the LumenR Retractor System product under design primarily for use in the transverse and right colon, as improved from time to time by the Seller or BSC. "Field" means procedures for tissue traction in the rectum, colon, esophagus, or stomach, excluding (i) the treatment of hemorrhoids and prolapsed rectum, and (ii) the development and use of any Qualified Product (as defined in that certain Right of First Refusal Agreement dated November 1, 2016, between Seller and BSC).

b. Non-Solicitation: Subject to the provisions of Section 1.c below, during the period beginning on the Effective Date and ending on the two (2) year anniversary of the Effective Date (such period, the "Non-Solicitation Restricted Period", together with the Non-Competition Restricted Period, the "Restricted Period"), Seller shall not, directly or indirectly, either alone or in association with others solicit any person who at the time of such action is an employee of BSC or its affiliates or was an employee of BSC or its affiliates within the preceding six (6) months to terminate his or her employment with BSC or its affiliates; provided, however, that public advertising not targeted at such person shall not be deemed to be a solicitation in violation of this Section 1.b.

c. Extension. In the event of any breach on the part of Seller of any provision of this Agreement, each Restricted Period shall be automatically extended by a number of days equal to the total number of days in the period from the date on which such breach shall have first occurred through the date as of which such breach shall have been fully cured by Seller.

2. Miscellaneous.

a. Termination of Agreement. The provisions of this Agreement shall terminate according to the following schedule:

i. The non-competition restrictions on Seller set forth in this Agreement shall terminate upon the termination of the Non-Competition Restricted Period, as may be extended pursuant to Section 1.c above; and

ii. The non-solicitation restrictions on Seller set forth in this Agreement shall terminate upon the termination of the Non-Solicitation Restricted Period, as may be extended pursuant to Section 1.c above;

provided further, however, that any party who willfully breaches this Agreement shall remain responsible for any damages caused to the other party due to such breach.

b. Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the Business and the Acquired Assets acquired by BSC in connection with the Purchase Agreement, and are considered by Seller to be reasonable for such purpose. Seller agrees that any breach of this Agreement could cause BSC substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach, Seller agrees that BSC, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach and the right to specific performance of the provisions of this Agreement and Seller hereby waives the adequacy of a remedy at law as a defense to such relief.

c. Obligations to Third Parties. Seller acknowledges and represents that, to Seller's knowledge, this Agreement will not violate any continuing obligation Seller has to any current or former employee or other third party.

d. Successors and Assigns. Subject to the provisions of Section 2.a, this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which, BSC may be merged or which may succeed to the Business, provided, however, that the obligations of Seller are personal and shall not be assigned by him. Seller expressly consents to be bound by the provisions of this Agreement for the benefit of BSC or any subsidiary or affiliate thereof to whose employ Seller may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

e. Interpretation. If any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

f. Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

g. Waivers. No delay or omission by BSC in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by BSC on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

h. Governing Law; Jury Trial Waiver.

i. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without reference to such state's principles of conflicts of law.

ii. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

i. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between Seller and BSC relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Seller and BSC.

j. Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

k. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by overnight courier) or three days after being mailed by registered or certified mail (postage prepaid, return receipt requested), and on the

date the notice is sent when sent by verified facsimile, in each case to the respective parties at the address set forth on the signature page. Either party may change its contact information by providing the other party with notice of the change in accordance with this section.

I CERTIFY THAT I HAVE READ THE ENTIRE CONTENTS OF THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT BEFORE SUBSCRIBING MY NAME HERETO AND THAT I FULLY UNDERSTAND ALL THE TERMS, CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT.

BOSTON SCIENTIFIC CORPORATION

Date: _____

By:_____

Name: _____

Title: _____

Address: 300 Boston Scientific Way
Marlborough, MA 01752

LUMENR, LLC

Date: _____

By:_____

Name: _____

Title: _____

Address: _____

Signature Page
Seller Non-Competition and Non-Solicitation Agreement

EXHIBIT G TO
ASSET PURCHASE AGREEMENT

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of November 1, 2016 (the "Effective Date"), by and between Boston Scientific Corporation, a Delaware corporation having a principal place of business at 300 Boston Scientific Way, Marlborough, MA 01752 (collectively with its Affiliates, "Boston Scientific"), and LumenR, LLC, a Delaware limited liability company having a principal place of business at 9616 Moritz Way, Delray Beach, Florida 33446 ("LumenR"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Boston Scientific and LumenR are parties to that certain Asset Purchase Agreement dated as of the date hereof (as amended and in effect from time to time, the "Purchase Agreement");

WHEREAS, it is a condition precedent to each party's execution and delivery of the Purchase Agreement that the Company and Boston Scientific execute and deliver this Agreement;

WHEREAS, Boston Scientific desires LumenR to provide certain professional services and items as described herein, and LumenR agrees to provide such services and items to Boston Scientific in an effort to achieve the Development Milestone under the Purchase Agreement; and

WHEREAS, Boston Scientific hereby grants to LumenR certain license rights to the Licensed Technology (as defined below) to facilitate LumenR's obligations hereunder.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter set forth, Boston Scientific and LumenR agree to the following terms and conditions:

1. Defined Terms.

"Development Milestone" has the meaning assigned to such term in the Purchase Agreement.

"Development Plan" means the plan detailing LumenR's specific undertakings related to the Program, attached hereto as Exhibit A and as may be updated from time to time hereto in writing upon joint agreement by the Boston Scientific Liaison and LumenR.

"Earnout Product" means the LumenR Retractor System product under design primarily for use in the transverse and right colon, which product improvement may be the basis for the achievement of the Development Milestone.

"Exclusive License Agreement" means one or more Exclusive License Agreements that may be entered into by and between Boston Scientific Scimed, Inc. and LumenR following the

Closing Date substantially in the form attached Exhibit B to the ROFR Agreement with respect to certain Licensed Patents to be defined therein.

"FDA" means the United States Food and Drug Administration and any successor entity.

"Field" means procedures in the rectum, colon, esophagus, or stomach.

"Governmental Authority" means any United States or supranational, foreign, provincial, state, municipal or local government, governmental, regulatory or administrative authority, agency, body, branch or bureau, instrumentality or commission or any court, tribunal, or judicial or arbitral body.

"Licensed Technology" means the Seller Intellectual Property under the Purchase Agreement that covers or is related to the Earnout Product, excluding any trademarks and service marks.

"Noncompete Field" means procedures for tissue traction inside the Field, excluding (i) the treatment of hemorrhoids and prolapsed rectum, and (ii) development of the Company's product currently in development and known as the "Flower Retractor", as more particularly described on Schedule A to the ROFR Agreement and variants thereof, and as further developed after the Effective Date and designed for use primarily outside the Field.

"Product Approvals" means, for any country or other jurisdiction, those regulatory approvals required by the relevant Governmental Authority for promotion, pricing, marketing, use, and sale of the Earnout Product in such country or other jurisdiction.

"Program" means the activities that are necessary or desirable to be undertaken in connection with the research and development of the Earnout Product in an effort to achieve the Development Milestone.

"Qualified Product" shall have the meaning assigned to such term in the ROFR Agreement.

"Regulatory Authority" means any national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental or quasi-governmental entity.

"ROFR Agreement" means that Right of First Refusal Agreement by and between Boston Scientific and LumenR.

2. Scope of Work.

(a) LumenR will use commercially reasonable efforts to perform all services and activities ("Services") that are reasonably necessary or desirable to develop the Earnout Product in accordance with the Development Plan; provided that in determining whether LumenR's efforts are commercially reasonable, Boston Scientific's willingness to reimburse for such Services will be given due consideration. The Development Plan includes initial specifications and requirements, which may be updated from time to time in writing by mutual agreement of

Boston Scientific and LumenR, as the development of the Earnout Product is conducted pursuant to this Agreement and the Development Plan. The parties acknowledge that despite the devotion of the efforts contemplated hereby that LumenR may not successfully develop the Earnout Product and that the Development Milestone may not be achieved.

(b) LumenR acknowledges and agrees not to engage any third parties to perform Services hereunder unless the Boston Scientific Liaison (as defined in Section 9 below) shall have approved in advance LumenR's use and the terms and conditions relating to the engagement of such third party in writing. The third parties identified on Schedule 2(b) hereto, and the specific services described therein to be provided by such third parties shall be deemed approved in advance by the Boston Scientific Liaison; provided that for the avoidance of doubt such third parties shall not perform any Services with respect to the Program except as so specified on Schedule 2(b) without Boston Scientific's prior approval.

3. Updates and Information.

(a) LumenR will be reasonably available to Boston Scientific personnel (or its designees) by telephone, fax, e-mail and visits to LumenR's premises from time to time throughout the term of this Agreement as reasonably requested by Boston Scientific, for the purpose of having LumenR provide an update on the status of the progress of its activities under the Program. At Boston Scientific's reasonable request, LumenR will also attend, at Boston Scientific's expense, such expense to be in accordance with Boston Scientific's standard travel policies in effect from time to time, occasional off-site working meetings or perform Services at locations and times mutually agreed upon by the parties.

(b) LumenR will keep and maintain customary records containing technical and laboratory data generated in the course of the performance of LumenR's responsibilities under the Program to sufficiently enable it to furnish complete and accurate information to Boston Scientific regarding the activities and results of the Program. Upon Boston Scientific's request, LumenR shall provide reasonably-detailed written reports describing the results of the development work performed by it for the Program.

(c) Entering into this Agreement in no way obligates Boston Scientific to retain LumenR to perform any additional services, to enter into any other agreement with LumenR, or to purchase any product or services not specifically identified in this Agreement or under the Purchase Agreement. Without limiting Boston Scientific's specific obligations under the Purchase Agreement, LumenR acknowledges that Boston Scientific has not given it, nor has it relied upon, any representations or assurances of future revenues, sales or supply opportunities, milestone payments (including the Development Milestone) or profits arising from the subject matter of this Agreement.

4. Notification. LumenR represents that it has properly notified and received all permissions required under applicable law to be obtained by it from all parties (e.g., regulators) in connection with Services to be performed, obligations assumed and compensation to be received under this Agreement. LumenR will comply with all applicable laws, ordinances, rules and regulations of any applicable Regulatory Authority in the performance of its obligations hereunder.

5. Regulatory Approvals and Compliance.

(a) Product Approvals for the Earnout Product shall be applied for and maintained by Boston Scientific. During the term of this Agreement, each party hereto shall immediately notify the other party hereto if it becomes aware at any time of any adverse issue relating to the safety or efficacy of the Earnout Product, including, without limitation, such product's manufacture, labeling or packaging. LumenR will permit authorized representatives of Boston Scientific (upon reasonable advance notice) or any Regulatory Authority (as required by applicable law) to inspect LumenR's plant, facilities and processing, manufacturing and quality systems relating to or used in connection with the Earnout Product and will promptly notify Boston Scientific when, in the case of inspection by any Regulatory Authority, it receives notice of any such inspection. LumenR will advise Boston Scientific of the findings of any regulatory inspection and will take the necessary steps reasonably promptly to correct any compliance deficiencies found by the Regulatory Authority relating to the Earnout Product. LumenR further agrees, to use its commercially reasonable efforts to provide to Boston Scientific such documentation or conduct such analyses as Boston Scientific may reasonably request in connection with any regulatory submission or audit concerning the Earnout Product; provided, that Boston Scientific shall reimburse any out-of-pocket costs incurred by LumenR in connection with preparing such documentation or analyses at Boston Scientific's request.

(b) During the period beginning on the Effective Date and ending on the date of termination of this Agreement, each party hereto shall notify the other party hereto of any communications relating to the Services, the Development Plan or the Earnout Product with the FDA or any comparable Governmental Authority in any other jurisdiction, including outside of the United States of America, or any other Governmental Authority, whether written or oral, as soon as reasonably practicable, but in no event later than three (3) business days after the receipt of such communication, and within such same time period, such party shall provide the other party with copies of any such written communications and written summaries of any such oral communications. For purposes of this Section 5(b), "communications" with the FDA shall include any communications in which the FDA or any comparable Governmental Authority provides feedback, comments, questions or other information to a party hereto which addresses, or is reasonably likely to impact, the development of the Earnout Product and the performance of the Services or the timeline and prospects for approval of the Earnout Product, whether positive or adverse, including receipt of any Product Approvals.

6. Term. Unless sooner terminated in accordance with Section 7, this Agreement will remain in effect until the earlier of (a) December 31, 2020 or (b) the achievement of the Development Milestone in accordance with the Purchase Agreement.

7. Termination.

(a) Notwithstanding Section 6, the parties may terminate this Agreement at any time upon mutual written agreement of the parties. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party in the event that the other party shall have materially breached any of its obligations hereunder (including the reimbursement obligations of Boston Scientific under Section 8), and shall not have cured such breach prior to the expiration of such thirty (30)-day period. In addition, Boston Scientific may terminate this

Agreement, in its sole discretion, (i) immediately in accordance with Section 18(b), and (ii) in the event of any breach by LumenR of the Purchase Agreement that is not cured in accordance with the terms thereof (to the extent so curable).

(b) In the event of termination or expiration of this Agreement: (i) LumenR shall cease its performance of Services within five (5) days after LumenR's receipt of the termination notice, except to the extent Boston Scientific authorizes and LumenR agrees to complete certain specified Services after receipt of the termination notice, (ii) each party will remain subject to its confidentiality obligations pursuant to Section 10 in accordance with the provisions thereof, and (iii) LumenR shall provide as promptly as practicable to Boston Scientific all tangible assets and all rights in its possession and control required or necessary to develop, use, manufacture, or sell the Earnout Product or to have the Earnout Product manufactured or sold, including, without limitation, all Intellectual Property rights, Product Approvals and other regulatory approvals, design files, and pre-clinical and clinical data in LumenR's possession. Boston Scientific will, as its sole and exclusive obligation and subject to the preceding sentence, reimburse LumenR as specified in Section 8 below for Services provided through the date of termination. Notwithstanding the foregoing, Boston Scientific may withhold final payment for Services hereunder until it is in receipt of all Boston Scientific Property (defined below). All obligations that are by their nature continuing, including the provisions of Sections 5, 7, 8, and 10 through 22 (other than Section 13), will survive expiration or termination of this Agreement. Without limiting anything in the Purchase Agreement, except as provided in this Section 7, neither party will be liable to the other party for any compensation or damages by reason of termination of this Agreement.

8. Payment.

(a) Boston Scientific will reimburse LumenR for the costs and expenses actually incurred by LumenR in the performance of Services in accordance with the Development Plan upon submission of proper invoices in accordance with Section 8(b); provided that Boston Scientific will not reimburse LumenR for any costs and expenses associated with overhead and payroll (including payments in respect of consultants who are the functional equivalent of full or part-time employees), except for and subject to the limitations set forth herein the specific positions listed opposite the Topic titled "Staff Requirements" on the Development Plan attached hereto as Exhibit A hereto. In addition, Boston Scientific will reimburse LumenR for such other reasonable and documented Program-related out-of-pocket costs and expenses actually incurred by LumenR in the performance of Services as shall be approved by Boston Scientific's Liaison in writing in advance.

(b) LumenR shall submit reimbursement requests, together with proper invoices and receipts in support thereof, to the Boston Scientific Liaison and Boston Scientific will reimburse such expenses within ninety (90) days after receipt of LumenR's request, unless Boston Scientific in good faith disputes any such amount. To the extent that a submitted reimbursement request is not disputed in writing by Boston Scientific within forty-five (45) days from receipt, such reimbursement request shall be deemed approved for payment by Boston Scientific.

(c) LumenR represents, warrants and covenants that the consideration set forth in this Section 8 and in accordance with the Development Plan and any amounts to be paid under the

Purchase Agreement upon achievement by LumenR of the Development Milestone, if any, represents the total compensation due to LumenR for the Services, and no other compensation is or will be due to LumenR or any other person or entity relating to the Services. LumenR is solely responsible for, and will report and pay on a timely basis, any and all taxes which may or will be due with respect to Services and the payments described in this Section 8, including all federal, state and local taxes (including income, Social Security, unemployment, sales, use and excise taxes), or similar taxes, assessments or charges assessed or levied. Without limiting the foregoing, Boston Scientific shall have no obligation to fund, directly or indirectly, any portion of the development efforts contemplated by this Agreement other than as specifically described herein.

9. Liaison. The performance of Services under this Agreement will be coordinated through a Boston Scientific employee who has been designated as the contract liaison for this Agreement (the "Liaison"). All reports, documents and communications relating to the provision of Services will be transmitted to Boston Scientific through the Liaison or persons designated by the Liaison. The initial Liaison for Boston Scientific is Tom Roberts, who can be reached by calling (508) 683-4033. The initial liaison for LumenR is Dr. Gregory Piskun, who can be reached by calling (848) 459-6929. Each party may designate a new liaison by providing written notice to other party.

10. Confidential Information.

(a) "Confidential Information" means all information to which LumenR gains access by virtue of providing the Services to Boston Scientific under the Program or being on Boston Scientific's or Boston Scientific's Affiliates' premises, or information disclosed by or on behalf of Boston Scientific to LumenR, including information relating to the matters which are the subject of this Agreement, including the Seller Intellectual Property and the Licensed Technology, and all other information regarding Boston Scientific's or Boston Scientific's Affiliates' past, present or future research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, machines, manufacturing, compositions of matter, business plans and operations, technical information, drawings, specifications and the like, and any knowledge or information developed by LumenR as a result of performing Services, except information which: (i) at, prior or subsequent to the time of such disclosure is or becomes lawfully part of the public domain through no act or omission of LumenR; (ii) is lawfully in the possession of LumenR prior to disclosure by or on behalf of Boston Scientific as shown by LumenR's written records; or (iii) is lawfully disclosed to LumenR by a third party which did not acquire the same under an obligation of confidentiality from or through Boston Scientific; provided, that clauses (ii) and (iii) of this Section 10 shall not apply to the Seller Intellectual Property or the Licensed Technology.

(b) LumenR will not, without the prior written consent of Boston Scientific, (i) disclose any Confidential Information to anyone for any reason at any time, or (ii) except as reasonably necessary to perform the Services hereunder, use any Confidential Information for any purpose, except as requested by Boston Scientific. LumenR further agrees that it will not, without the prior written consent of Boston Scientific, disclose to any third party or publish or make publicly available (i) any data or results from or in connection with the Program, the Earnout Product or any study related thereto, and (ii) the terms or existence of this Agreement.

If LumenR believes in good faith that it is required by law to disclose any Confidential Information, it shall provide written notice to Boston Scientific prior to making such disclosure so as to allow Boston Scientific time to undertake legal or other action to prevent such disclosure or to obtain confidential treatment of such disclosure. In no event will LumenR disclose any Confidential Information that it is not compelled to disclose by law, and LumenR will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to any Confidential Information so disclosed.

(c) LumenR will not disclose to Boston Scientific any confidential or proprietary information belonging to any third party without the written consent of such third party, or represent as being unrestricted any designs, plans, models, samples or other writings or products that LumenR knows are covered by the Intellectual Property rights of any third party.

11. Tangible Property. All tangible property in connection with the Services and this Agreement, whether in hardcopy, electronic or other form, including Confidential Information and all other raw materials, prototypes, tooling, samples, procedures, reports, communications, data, designs, source code, specifications, drawings, notes, analyses, results and other materials, in each case, as received from Boston Scientific, produced or developed by LumenR as part of the Program, or purchased by LumenR with funds provided by Boston Scientific, including works in progress (collectively, "Boston Scientific Property"), will be and remain the exclusive property of Boston Scientific. LumenR will keep and maintain in LumenR's custody and control any Boston Scientific Property that LumenR receives, develops, or purchases during the term of this Agreement and, upon termination or expiration of this Agreement or otherwise upon request by Boston Scientific, promptly return or surrender to Boston Scientific all Boston Scientific Property without retaining any copies thereof in any form.

12. Intellectual Property.

(a) All inventions, improvements and discoveries conceived or made by LumenR, either alone or with others, during the term of this Agreement (i) in connection with the Program or the Earnout Product or (ii) arising out of Services, the Licensed Technology, Confidential Information or Boston Scientific Property, whether or not patentable (collectively, "Inventions"), will be the sole and exclusive property of Boston Scientific, and LumenR will cooperate in assigning, and hereby does assign, to Boston Scientific or its designee all right, title and interest in and to any and all Inventions, including all Intellectual Property rights thereunder related thereto. During the term of this Agreement and for a period of one (1) year thereafter, LumenR will disclose promptly in writing to Boston Scientific all Inventions. Boston Scientific will have the sole right, but not the obligation, to apply for the protection of any Intellectual Property rights in such Inventions, and to prosecute, maintain, enforce and defend any and all Intellectual Property rights obtained with respect to such Inventions. LumenR will not assert any rights at law or in equity in any Invention.

(b) All work product of copyrightable matter developed by LumenR, either alone or with others, under this Agreement ("Work Product") is specially commissioned and will be considered "work-made-for-hire" as defined by the United States Copyright Law. Boston Scientific will be considered the author of all Work Product for the purposes of copyright and will own all of the rights in and to all Work Product. In the event any Work Product is not

considered work-made-for-hire for any reason, LumenR hereby assigns and transfers to Boston Scientific or its designee all right, title and interest, including copyright, in and to such Work Product.

(c) LumenR will perform all actions reasonably requested by Boston Scientific to carry out the intent and purposes of this Section 12 with respect to the assignment, prosecution, maintenance and enforcement of Inventions and Work Product. Boston Scientific shall reimburse any out-of-pocket costs reasonably incurred by LumenR in performing its obligations under this Section 12.

(d) LumenR hereby grants to Boston Scientific a non-exclusive, worldwide, royalty-free, irrevocable, perpetual right and license (including the right to sublicense through multiple tiers and to third parties) to any Intellectual Property, existing prior to the date of this Agreement or developed outside of the Services, which is owned by or licensed to LumenR and incorporated into or necessary for the manufacture, use, or sale of the Earnout Product and Inventions, for Boston Scientific's use solely in connection with the Earnout Product and Inventions.

13. License.

(a) Subject to the terms and conditions of this Agreement, Boston Scientific hereby grants to LumenR a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to use the Licensed Technology solely for purposes of performing the Services for Boston Scientific pursuant to and in accordance with this Agreement. Boston Scientific expressly reserves all other rights in and to the Licensed Technology.

(b) Other than as set forth in this Agreement, the ROFR Agreement and any Exclusive License Agreement, LumenR shall not use the Licensed Technology for any purpose other than in connection with the performance of the Services. Boston Scientific grants no rights or licenses hereby other than those expressly granted by Boston Scientific herein.

14. Information Not for Sale; No Implied Licenses. LumenR acknowledges that the disclosure of Confidential Information (including that which is a process, machine, manufacture, or composition of matter) is not intended to be an offer for sale or public use. LumenR shall not: (a) appropriate or use Confidential Information for itself, for any third party or for any other purpose other than as necessary to fulfill its obligations under this Agreement, the ROFR Agreement or the Exclusive License Agreement; or (b) by virtue of either this Agreement or LumenR's performance of Services obtain or retain any title to, interest in or license in any Confidential Information, Boston Scientific Property, Inventions or Work Product.

15. Independent Development. LumenR acknowledges that Boston Scientific may currently or in the future be developing information, designs, deliverables and/or inventions, internally or in conjunction with third parties, that are similar to the Earnout Product, the information, designs, and/or Inventions received from or developed by LumenR (which may include Boston Scientific's own design of an Earnout Product). Nothing in this Agreement will prohibit Boston Scientific from developing or having developed for it products, services, concepts, systems or techniques that are similar to or compete with the Earnout Product, the information, designs, and/or Inventions received from or developed by LumenR.

16. Publishing. Subject to Section 10(b), during the term of this Agreement and for a period of one (1) year thereafter, LumenR will submit to Boston Scientific any paper, summary, abstract or outline (each, a "Proposed Publication") that LumenR intends to present or publish relating to the Earnout Product or Qualified Product in the Field, and will not submit or present any Proposed Publication to a publisher or other party prior to the expiration of forty-five (45) days from the date such Proposed Publication is submitted to Boston Scientific. If Boston Scientific determines in good faith during such forty-five (45)-day period that publication or presentation of such Proposed Publication would be detrimental to the Program, the Intellectual Property or other interests of Boston Scientific or Boston Scientific's Affiliates, LumenR will work in good faith with Boston Scientific to redact or otherwise modify the Proposed Publication to remove all language which is detrimental to Boston Scientific or its Affiliates or, in the alternative and at Boston Scientific's election, will refrain from submitting such Proposed Publication to a publisher or other party for an additional 120 days to permit Boston Scientific to file patent applications or take other steps to protect its interests.

17. Non-Competition/Absence of Conflicts. Without limiting anything in the Seller Non-Competition Agreement or the Key Investor Non-Competition Agreements, and in addition thereto, LumenR represents, warrants and agrees that LumenR is not now engaged in any, and will not during the term of this Agreement and for two (2) years thereafter engage in any: (a) work with any competitor on any design or development which would be competitive to an Earnout Product in the Noncompete Field or any existing Boston Scientific product in the Noncompete Field or proposed Boston Scientific product in the Noncompete Field of which LumenR is reasonably aware (including any specific product idea that LumenR learns while rendering Services hereunder); or (b) services relating to development of products which may be competitive with an Earnout Product in the Noncompete Field for any third party. LumenR agrees that the period of time and the scope of the restrictions specified in this Section 17 are both reasonable and justified by the legitimate need of Boston Scientific to prevent transfer of its confidential and proprietary information to competitors. For the purposes of this Section 17, a "competitor" means any third party in actual competition or intending or preparing to be in competition with Boston Scientific or Boston Scientific's Affiliates' products or business in the Noncompete Field.

18. Additional Warranties.

(a) LumenR represents, warrants and covenants that as of the Effective Date and throughout the term of this Agreement: (i) LumenR has and shall have the unrestricted right to disclose any information LumenR submits to Boston Scientific hereunder free of all claims of third parties; (ii) LumenR's execution and delivery of, and performance under, this Agreement does not, and will not, conflict with or violate any other agreement to which LumenR is a party or any obligation or restriction of any kind, including any confidentiality obligation to third parties; (iii) LumenR will comply with all applicable laws, ordinances, rules and regulations in the performance of its obligations under this Agreement; (iv) all Services to be performed hereunder shall be performed by individual employees of LumenR (and not subcontractors unless explicitly approved by the Liaison or as described in Section 2 above), each of whom shall possess the requisite knowledge, training and experience to perform such Services in accordance herewith; (v) LumenR shall advise each of its employees of LumenR's obligations under Section 5 and Sections 10 through 18 of this Agreement and that each of such employees

and any approved subcontractors shall be similarly bound as if he or she were the contracting party hereto, and in any event LumenR shall be liable for the breach of this Agreement by any of its employees and subcontractors; and (vi) LumenR has and shall have in place legal, valid and binding agreements, including appropriate written confidentiality, invention assignment and copyright assignment agreements, with each of its employees and any approved subcontractors with respect to the matters covered by Section 5 and Sections 10 through 18 of this Agreement, in each case sufficient to carry out the purposes of such provisions, including enabling Boston Scientific to enjoy the benefits and rights conferred thereunder without regard to whether it had contracted with LumenR or directly with LumenR's employee(s) or approved subcontractor(s) hereunder.

(b) In addition, as of the Effective Date, LumenR represents and warrants that it is not excluded, debarred, suspended or otherwise ineligible to participate in U.S. government health care programs (e.g., Medicare, Medicaid, CHAMPUS) or U.S. government procurement and non-procurement programs. If, during the term of this Agreement, LumenR becomes excluded, debarred, suspended or otherwise ineligible to participate in any of the programs described in the immediately preceding sentence, LumenR will disclose immediately by written notice to Boston Scientific details of such exclusion, debarment, suspension or other ineligibility, and this Agreement will terminate immediately.

(c) LumenR further represents, warrants and covenants that throughout the term of this Agreement, all work in connection with the Earnout Product and Services performed shall: (i) be consistent with generally accepted industry practices; (ii) be free of any defects in material or workmanship, and pass all applicable design verification (DV) testing; (iii) meet in all material respects all specifications set forth herein with respect to the Earnout Product or as set forth in the Development Plan; (iv) meet all standards set forth in the Development Plan; (v) comply with all applicable laws; (vi) be free and clear of all liens and encumbrances or other defects in title; and (vii) be original and free of infringement of any third party Intellectual Property rights, except to the extent that such infringement is a direct result of complete adherence to specifications provided by Boston Scientific.

(d) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEVELOPMENT PLAN AND THE PURCHASE AGREEMENT, LUMENR AND BOSTON SCIENTIFIC MAKE NO WARRANTIES OR REPRESENTATIONS IN CONNECTION WITH THIS AGREEMENT AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, QUALITY, FITNESS FOR PARTICULAR PURPOSE OR USE, TITLE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

19. Indemnification.

(a) LumenR agrees to indemnify, defend and hold harmless Boston Scientific and its Affiliates and their personnel, officers and directors (the "Indemnified Parties") from and against any loss, costs, expenses (including reasonable attorneys' fees) or damages incurred by the Indemnified Parties to the extent arising from (i) LumenR's breach of this Agreement, including

the representations and warranties in Section 18; or (ii) LumenR's gross negligence or willful misconduct.

(b) LumenR's obligations under this Section 19 are conditioned upon the Indemnified Parties: (i) providing written notice to LumenR of any claims promptly; (ii) permitting LumenR to assume full responsibility for the defense of such claim; (iii) assisting LumenR in defense of such claim; and (iv) not compromising or settling any such claim without LumenR's prior consent, which shall not be unreasonably withheld, conditioned or delayed. LumenR shall not compromise or settle any such claim without the Indemnified Parties' prior consent, which shall not be unreasonably withheld, conditioned or delayed, unless such compromise or settlement includes a full release of the Indemnified Parties without any admission of liability or future obligation, monetary or otherwise.

20. Limitation of Liability. EXCEPT FOR BREACHES OF SECTION 10, BREACHES BY LUMENR OF SECTION 13, OR INDEMNIFICATION CLAIMS UNDER SECTION 19, IN NO EVENT SHALL LUMENR OR BOSTON SCIENTIFIC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF LUMENR OR BOSTON SCIENTIFIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF LUMENR OR BOSTON SCIENTIFIC FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED ONE MILLION DOLLARS ($1,000,000). THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES BUT SHALL IN NO EVENT APPLY TO ANY AMOUNTS DUE UNDER THE PURCHASE AGREEMENT.**

21. Notice. Any notice required to be given by either party will be deemed sufficiently given if mailed by certified mail, return receipt requested, or by a nationally recognized courier that guarantees overnight delivery and addressed as follows: (a) if to LumenR, to LumenR's address set forth on the first page of this Agreement, Attn: Dr. Gregory Piskun; and (b) if to Boston Scientific, to Boston Scientific Corporation, 300 Boston Scientific Way, Marlborough, MA 01752, Attn: Tom Roberts; and, with respect to legal matters, with a copy to: Boston Scientific Corporation, 300 Boston Scientific Way, Marlborough, MA 01752, Attn: Chief Corporate Counsel.

22. Miscellaneous.

(a) Public Announcements. LumenR shall not issue any press release or otherwise make any public statements with respect to this Agreement or the Services without the prior written consent of Boston Scientific, except as may be required by law. LumenR may not use Boston Scientific's name in any advertising or other form of publicity without the prior written permission of Boston Scientific.

(b) Independent Contractor. LumenR acknowledges and agrees that it is free from the supervisory direction and control of Boston Scientific, is an independent contractor with no

authority to sign the name or bind in any manner Boston Scientific, and is not entitled to any benefits for which Boston Scientific employees are eligible.

(c) Entire Understanding. This Agreement, together with the Purchase Agreement and the Development Plan attached hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the Development Plan, the terms of this Agreement shall control, unless the Development Plan includes reference to the particular section or subsection(s) of this Agreement that will be controlled by the Development Plan.

(d) Amendment. No amendment to this Agreement, including changes to the Development Plan, will be effective unless made in writing and signed by LumenR and an authorized representative of Boston Scientific.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

(f) Assignment. This Agreement is not assignable by LumenR, nor may LumenR delegate or sub-contract any duties hereunder. This Agreement will inure to the benefit of Boston Scientific and its successors and assigns.

(g) Equitable Relief. LumenR agrees that LumenR's breach of this Agreement could cause irreparable harm to Boston Scientific and that Boston Scientific will have the right to seek equitable relief without prejudice to any other rights and remedies that Boston Scientific may have at law.

(h) Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Construction.

A. Unless the context of this Agreement or the Development Plan otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, including the Development Plan; (iv) the terms "Section", "Schedule" and "Exhibit" refer to the specified section of, or schedule or exhibit to, this Agreement or the Development Agreement as applicable; (v) the words "including," "include" and "includes" shall be deemed to be followed by the words "without limitation"; and (vi) the word "or" shall be disjunctive but not exclusive.

B. References to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto. References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be

construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

C. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

D. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified and shall be counted from the day immediately following the date from which such number of days are to be counted.

(j) Waiver. At any time during the term of this Agreement, any party hereto may (a) extend the time for the performance of any obligation or other act of any other party hereto, (b) waive any inaccuracy in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any agreement of the other party or condition to such party's obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(k) Review of Agreement. LumenR acknowledges that it has had an adequate amount of time to read this Agreement and review its provisions with its counsel and advisors if it so chooses.

(l) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of applicable law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Acquisition is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Acquisition be consummated as originally contemplated to the fullest extent possible.

(m) Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or .pdf) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the date of the last of the undersigned to sign below, to be effective as the Effective Date.

BOSTON SCIENTIFIC CORPORATION	**LUMENR, LLC**
By: _____	**By:** _____
Name: _____	**Name: Dr. Gregory Piskun**
Title: _____	**Title: Chief Executive Officer**
Date: _____	**Date:** _____

EXHIBIT A

DEVELOPMENT PLAN

[See Attached]

SCHEDULE 2(b)

THIRD PARTIES

Supplier's Name	Service
Accurate Tube Bending	components
Advanced Polymers/ Vention Medical	components
Amazon/ Small Parts	components
Arrow Electronics	components
Arrow Manufacturing	components
Bal-Tec	equipment
Century Spring	components
ClearTec Packaging	components
Component Supply Company	components
Concepts & Design	Industrial Design Services
Contract Medical Manufacturing (CMM)	Contract Manufacturing
DellTech	components
Duke Emperical	components
Duke Extrusion	components
Endochoice	components
Endoscope.com	components
Endoscopy Support Services	components
Erdo Okatan	Operations Consultant
ESD Products	components
Exalt Extrusions	components
Fineline	components
FirstCut	components
Forcast3D	components
Ft. Wayne Metals	components
Global Endoscopy Solutions	Equipment Repair
HN Lockwood	components
Hydromer	components
Insultab	components
Interpro	components
Jeffrey Radziunas	Engineering and Management Consultant
Johnson Scale Co.	equipment
Joseph Azary	Regulatory Consultant
Legomex Engineering	components
McMaster-Carr	components
McQueen Laboratory Supply	equipment
Merit Medical	components
MicroGroup	components

MicroLumen	components
Minnesota Rubber and Plastics	components
Mycoscience	Laboratory- Microbological Testing
Online Labels.com	components
PacificBiolabs	Laboratory – Microbiological Testing/Biocompatibility test
Parts Express	components
ProScope Systems	Equipment Repair
ProtoCam	components
Protomold	components
PTA Plastics	components
Qosina	components
R.S. Hughs	components
Roger Mastrony	Regulatory Compliance, Quality System Consultant
Scientific Commodities	components
Sequel Medical Design	Design, Engineering, and Development Consulting Services
Sequel Special Products	Fixture fabrication; use of Test equipment for quality testing, i.e. Tensile testing; Metal component fabrication
ShippingSupply.com	components
Technical Innovations	components
Tegra Medical	components
Uline	components
US Plastics	components
Veloce Engineering	components
Venta Medical	Subassembly Manufacturing
Vention Medical	components
Zeus	components
Ziggy Tube and Wire	components

EXHIBIT H TO
ASSET PURCHASE AGREEMENT

RIGHT OF FIRST REFUSAL AGREEMENT

This **RIGHT OF FIRST REFUSAL AGREEMENT** (this "Agreement") is made as of November 1, 2016 (the "Effective Date"), by and among (i) Boston Scientific Corporation, a Delaware corporation (collectively with its Affiliates, "Buyer"), (ii) LumenR, LLC, a Delaware limited liability company (the "Company"), and (iii) those holders of a majority of the membership interests in the Company as listed on Exhibit A attached hereto (the "Major Stockholders"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Company and Buyer are parties to that certain Asset Purchase Agreement dated as of the date hereof (as amended and in effect from time to time, the "Purchase Agreement");

WHEREAS, it is a condition precedent to Buyer purchasing the Acquired Assets (as defined in the Purchase Agreement) from the Seller under the Purchase Agreement (as named therein) that the Company execute and deliver this Agreement to Buyer;

WHEREAS, Buyer desires to grant to the Company certain license rights to the Licensed Patents (as defined below) for the limited purposes described, and in accordance with the terms and conditions set forth, in this Agreement; and

WHEREAS, the Company desires to grant to Buyer certain rights regarding the potential sale of the Company, or sale or grants of certain rights with respect to any products that may be developed by the Company in the future, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. DEFINITIONS. The following terms, when used herein, have the meanings set forth below.

"Acquisition Proposal" means any bona fide written offer or proposal relating to any Covered Transaction.

"Affiliate" means any company, individual, corporation, partnership, association, or business that now or hereafter directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with another person; and the term "control," including the terms "controlling," "controlled by," and "under common control with," means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract or otherwise.

"Covered Transaction" means (1) (x) a sale, lease, license or disposition of all or substantially all of the assets or the intellectual property (or a material part thereof) of the Company, or (y) a merger or consolidation of the Company with or into any other corporation or corporations or other entity, or any other corporate reorganization, or any transfer of beneficial ownership (within the meaning of Rule 13d-3 promulgated by the Securities and Exchange Commission under the Exchange Act), directly or indirectly, of the outstanding shares of the Company, in a single

transaction or a series of related transactions where the Stockholders of the Company immediately prior to such transaction or series of related transactions do not retain at least fifty percent (50%) of the voting power of and interest in the Company or the successor or acquiring entity (as applicable) (other than any equity financing solely for capital raising purposes in which all of the sale proceeds from such transaction or series of related transactions are actually received by the Company, net of expenses), or (2) a Qualified Products Transaction.

"Development Agreement" means that certain Development Agreement, dated as of the date hereof, by and among Buyer and the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Field" means procedures in the rectum, colon, esophagus, or stomach.

"Licensed Patent(s)" means: (a) the patents and patent application(s) described in Section 1.1(a) and Schedule 1.1(a) of the Purchase Agreement and included in the Seller Intellectual Property; (b) any patent application(s) filed as a continuation, divisional, or continuation-in-part of the patent application(s) described in clause (a); (c) patents issuing from the patent application(s) described in clauses (a)-(b) and any extensions, renewals, reissues, revivals and reexaminations of patents described in clauses (a)-(b); and (d) any foreign counterpart to the patents and patent application(s) described in clauses (a)-(c) (including continuations, divisionals, or continuations-in-part of such patent applications), patents issuing therefrom and extensions, renewals, reissues, revivals and reexaminations thereof.

"person" (whether such term is capitalized or not) shall mean an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Qualified Products" means any and all products, components, or modifications to Products (as that term is defined in the Purchase Agreement) developed by the Company after the Effective Date, including without limitation the Company's product currently in development and known as the "Flower Retractor", as more particularly described on Schedule A hereto and variants thereof, and as further developed by the Company after the Effective Date.

"Qualified Products Transaction" means any sale, license or other transfer of any rights to manufacture, market, commercialize or sell a Qualified Product, including any sale, license or transfer of all or a substantial portion of the assets of the Company related to a Qualified Product, including, without limitation, the licensing of material intellectual property relating to a Qualified Product or the grant of distribution rights to a Qualified Product.

"Stockholder" means any holder of shares of capital stock or other equity securities of the Company.

2. LICENSE.

2.1 Buyer and Company acknowledge that the Company may use the Licensed Patents to work on developing Qualified Products during the term of this Agreement ("Qualified Product Activities"). Accordingly, subject to the terms and conditions of this Agreement, Buyer hereby grants to the Company a limited, non-exclusive, non-transferable, non-sublicensable, irrevocable right and license under the Licensed Patents solely for purposes of Qualified Product Activities pursuant to and in

accordance with this Agreement. Buyer expressly reserves all other rights in and to the Licensed Patents. The Company agrees to perform Qualified Product Activities only to the extent that it would not interfere with or delay the Development Plan or the Program (as defined in the Development Agreement).

2.2 The Company shall not directly or indirectly, unless authorized by Buyer in writing, (i) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the algorithms or trade secrets developed by Buyer relating to the Licensed Patents, (ii) encumber, distribute, sublicense, transfer, rent or lease the Licensed Patents or use the Licensed Patents in any service bureau arrangement or otherwise for the benefit of any third party, (iii) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify the Licensed Patents, (iv) use or allow the transmission, transfer, export, re-export or other transfer of the Licensed Patents in violation of any export control laws or regulations of the United States or any other relevant jurisdiction, or (v) knowingly permit or otherwise authorize any third party to engage in any of the foregoing proscribed acts. The Company shall not use the Licensed Patents for any purpose other than in connection with performing Qualified Product Activities or as provided under the Development Agreement or the License Agreement. Buyer grants no rights or licenses other than those expressly granted by Buyer herein or in any other related agreements.

3. RIGHT OF FIRST OFFER.

3.1 Notice Generally. If a Covered Transaction is proposed by the Company's Board of Directors (the "Board"), then before the Board may proceed with (i) any solicitation or negotiation with any Person other than Buyer or its Affiliates regarding a Covered Transaction, or (ii) any Covered Transaction process (including, but not limited to, selecting an investment bank to act on behalf of the Company with respect to a proposed Covered Transaction), the Board must give notice (the "ROFO Notice") to Buyer, stating its bona fide intention to proceed with a Covered Transaction. For the avoidance of doubt, the Board shall not be entitled to provide a ROFO Notice to Buyer pursuant to a Qualified Products Transaction, until such Qualified Products have reached a design freeze as documented in the Company's design history file.

3.2 Right of First Offer. Within thirty (30) days after the ROFO Notice is given, Buyer may negotiate in good faith with the Company and shall be entitled to make a written offer to enter into a Covered Transaction with the Company (the "ROFO Offer"). The Company shall have fifteen (15) days (which period may be extended by written consent of the Company and Buyer) from receipt of the ROFO Offer to accept or decline Buyer's ROFO Offer, and in the event that the Company does not accept such ROFO Offer (or if no ROFO Offer is made within such thirty (30) day period), it shall have no further obligation under this Section 3.2 ("ROFO Lapse"). For the avoidance of doubt, the Company shall not be obligated to accept Buyer's ROFO Offer.

3.3 Third Party Offers. Should the Company not accept Buyer's ROFO Offer (or if no ROFO Offer is made within such thirty (30) day period), the Company shall have a period of nine (9) months during which time the Company shall have the right proceed with (i) any solicitation or negotiation with any Person regarding a Covered Transaction, or (ii) any Covered Transaction process (including, but not limited to, selecting an investment bank to act on behalf of the Company with respect to a proposed Covered Transaction), and enter into or negotiations regarding a Covered Transaction with such Person; provided that the terms of an Acquisition Proposal from such Person ("Third Party Offer") are more favorable to the Company than the terms proposed by Buyer in the ROFO Offer (provided that if no ROFO Offer is made within such thirty (30) day period the Company may accept any Third Party Offer). Notwithstanding the above, prior to entering into any such Covered Transaction, or signing a term sheet or definitive agreement relating to same, the Company shall provide Buyer with (a) written notification regarding the Acquisition Proposal, which notification shall include such information, data or

other documents, including but not limited to drafts of any existing agreements, term sheets or similar documents, but only to the extent that the Company is not precluded from providing such documentation by a confidentiality agreement or other obligation of confidentiality; provided, however, that notwithstanding the foregoing, the Company shall provide Buyer with details concerning all the material terms of such Acquisition Proposal as reasonably necessary by Buyer to evaluate whether to match or better such Acquisition Proposal; provided, further, that the Company shall have no obligation to identify the third party and (b) a period of no less than fifteen (15) business days following receipt by Buyer of such notification and related information and materials to match or better the Acquisition Proposal. Should the terms of the Acquisition Proposal be substantially similar or less favorable to the Company than the terms proposed by Buyer in the ROFO Offer, then prior to entering into a Covered Transaction with such third party, the Company shall first comply with the provisions of Section 4 below.

4. RIGHT OF FIRST REFUSAL.

4.1 Notice Generally. If the Company or any Major Stockholder receives an Acquisition Proposal from any Person other than Buyer or its Affiliates (including following a ROFO Lapse), then the Company or such Major Stockholder, as the case may be, shall promptly, but in any event within three (3) business days thereof, deliver to Buyer written notice of such Acquisition Proposal (the "Acquisition Proposal Notice"), which Acquisition Proposal Notice shall include information concerning the material terms of the Acquisition Proposal, including without limitation the price, structure, amount and type of consideration set forth in such Acquisition Proposal; provided that the Company is under no obligation to identify the Person(s) making such Acquisition Proposal. The Company or such Major Stockholder, as applicable, shall keep Buyer reasonably informed regarding any material revisions to the Acquisition Proposal and any material changes in the status of discussions with such Person(s), including the termination of discussions with such Person(s).

4.2 Right of First Refusal. In the event that the Company or any Major Stockholder, in connection with an Acquisition Proposal or otherwise, intends to accept the Acquisition Proposal and enter into a definitive agreement with any Person (a "Proposed Acquiror") in contemplation of, or otherwise obligate themselves with respect to, a Covered Transaction, the Company and the Major Stockholder hereby grant to Buyer a right of first refusal with respect to such Covered Transaction (the "Right of First Refusal") in accordance with the following provisions:

(a) The Company or the Major Stockholders, as applicable, shall immediately provide to Buyer a written notice (a "Right of First Refusal Notice") stating (i) its or their bona fide intention to accept the Acquisition Proposal and enter into a definitive agreement or agreements relating to a Covered Transaction, (ii) the material proposed terms (including, without limitation, price, form of consideration, including whether subject to contingencies such as earn-outs or milestone payments, but excluding the identity of the Proposed Acquiror), of the Acquisition Proposal for such Covered Transaction, including all of the material terms of the definitive agreements, if any, relating thereto (including with respect to any conditions to closing and the extent of any escrow of consideration and post-closing indemnification or similar obligations of the Company or its stockholders), and (iii) that the Board has in good faith determined that such Acquisition Proposal is bona fide and that in the good faith view of the Board, the Proposed Acquiror shall have financial resources sufficient to pay the purchase price as set forth in the Acquisition Proposal relating to such Covered Transaction.

(b) At any time within the ten (10) calendar day period after delivery of a Right of First Refusal Notice (the "Election Period"), Buyer may, upon notice to the Company (an "Information Request"), require the Company to deliver to Buyer such information, data or other documents, including but not limited to drafts of any existing agreements, term sheets or similar documents, that Buyer may reasonably request with respect to the terms of the proposed Covered Transaction, but only to the extent

that the Company is not precluded from providing such documentation by a confidentiality agreement or other obligation of confidentiality; provided, however, that notwithstanding the foregoing, the Company shall provide Buyer with details concerning all the material terms of the proposed Covered Transaction as reasonably necessary by Buyer to determine whether to exercise its Right of First Refusal with respect to such Covered Transaction (the "Purchase Information"). The Company and the Stockholders shall use their best efforts to prepare and deliver the Purchase Information to Buyer within five (5) calendar days of receipt of the Information Request. In addition, during the Election Period, Buyer shall be entitled to undertake a Diligence Investigation (as defined in Section 6.2 below) with the full cooperation of the Company.

(c) Buyer may elect to enter into definitive agreements with the Company or the Stockholders (or to cause its wholly-owned direct or indirect subsidiary to enter into definitive agreements with the Company or the Stockholders) in lieu of the Proposed Acquiror on substantially the same terms as those set forth in the Right of First Refusal Notice by providing a written election to the Company (an "Election Notice") at any time during the Election Period; provided, that (x) if Buyer elects to make an Information Request or undertake a Diligence Investigation in connection with such Right of First Refusal Notice, the Election Period shall extend until the tenth (10th) business day following the later of the delivery of all of the Purchase Information or the completion of the Diligence Investigation, and (y) in the event that a definitive agreement with a Proposed Acquiror includes terms (other than terms relating to the timing) or form (i.e., cash, registered capital stock or unregistered capital stock) that would reasonably be expected to affect Buyer (or its designated wholly-owned direct or indirect subsidiary) in a manner that is materially and adversely different (measured with respect to the proposed transaction) from their impact on the Proposed Acquiror ("Disparate Terms"), then following delivery of a Right of First Refusal Notice with respect to such definitive agreement, to the extent requested by Buyer during the applicable Election Period, the Company or the Major Stockholders, as applicable, and Buyer shall negotiate in good faith alternative terms, which terms would apply in connection with the exercise of Buyer's Right of First Refusal in lieu of such Disparate Terms, which are intended to provide the Company and its stockholders with benefits commensurate with such Disparate Terms but which would not be expected to affect Buyer (or its designated wholly-owned direct or indirect subsidiary) in a manner that is materially and adversely different from the applicable Proposed Acquiror. The Election Notice shall set forth the proposed date for entry into the definitive agreements contemplated by such Covered Transaction, which shall be no more than twenty (20) calendar days after the expiration of the Election Period, subject to extension for any necessary regulatory or third-party approvals. In the event that Buyer delivers an Election Notice, Buyer and the Company or the Major Stockholders, as applicable, shall negotiate in good faith and Buyer (or its designated subsidiary) and the Company or the Major Stockholders, as applicable, shall enter into definitive agreements regarding such Covered Transaction with Buyer on substantially the same terms as those set forth in the Right of First Refusal Notice (but subject to the terms of this Section 4.2(c)).

(d) If Buyer does not deliver its Election Notice within the applicable Election Period, the Right of First Refusal shall not apply to such Acquisition Proposal or Covered Transaction (the "Right of First Refusal Lapse") and the Company or the Stockholders, as applicable, may consummate the Covered Transaction with the Proposed Acquiror on substantially the terms set forth in the Right of First Refusal Notice. In the event that the Company or the Stockholders, as applicable, and the Proposed Acquiror do not consummate the proposed Covered Transaction on substantially the terms set forth in the Right of First Refusal Notice within six (6) months of the date of the Right of First Refusal Lapse (subject to extension for any required regulatory or third-party approvals), the Right of First Refusal shall again apply with respect to such Covered Transaction and no Covered Transaction shall be consummated with such Potential Acquiror unless any such Covered Transaction is first reoffered to Buyer in accordance herewith. For the avoidance of doubt, notwithstanding any Right of First Refusal

Lapse, the Right of First Refusal shall continue to apply with respect to any other potential Covered Transaction until the termination of this Agreement.

4.3 License Agreement. In the event that the Company or the Stockholders, as applicable, consummate a Covered Transaction with a Proposed Acquiror on substantially the terms set forth in the Right of First Refusal Notice (and not in any event materially more favorable to the Proposed Acquiror) within the six (6) month period following a Right of First Refusal Lapse (subject to extension for any required regulatory or third-party approvals), Buyer shall promptly and without delay duly execute and deliver to the Company the Exclusive License Agreement as attached hereto as Exhibit B, with such revisions as necessary to finalize and place it into final form corresponding to the specifics of the Covered Transaction and the applicable Qualified Products to be licensed thereunder.

5. REPRESENTATIONS.

5.1 Representations. Each of the parties hereto hereby represents and warrants to the other party that: (a) to the extent such party is not a natural person, it is a corporation or other entity duly organized and validly existing under the laws of the applicable state of its incorporation or organization, and has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (b) this Agreement has been duly authorized, executed and delivered by such party and it constitutes the legal, valid and binding obligations of such party, and it is enforceable against such party in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors; and (c) neither the execution, delivery and performance of this Agreement nor the consummation by such party of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation of such party, or any judgment, order or decree applicable to, or binding upon, such party.

6. COVENANTS.

6.1 Management Meetings. At Buyer's request, the Company's management will hold meetings, no more frequently than on a quarterly basis, with representatives of Buyer to discuss the results of the Company's business operations and research and development as well as areas of potential cooperation between the Company and Buyer. Any resulting collaborations shall be documented in mutually acceptable definitive agreements relating to such collaboration.

6.2 Due Diligence Right. From time to time prior to the termination of this Agreement, the Company will afford to Buyer and its authorized representatives, at Buyer's expense and upon reasonable notice, access to all properties, books, records, contracts, facilities, personnel, work papers, notebooks and other documents ("Materials") of the Company as Buyer and such authorized representatives may reasonably request and a complete opportunity to make such further investigations as Buyer and such authorized representatives may reasonably request, including the opportunity to discuss matters and findings with the appropriate officers and employees of the Company, and the Company will use commercially reasonable efforts to furnish or cause to be furnished to Buyer and its authorized representatives all such information within the Company's possession or control, or otherwise obtainable without undue burden or significant disruption of daily business activities, with respect to the affairs and businesses of the Company as Buyer and its authorized representatives may reasonably request (a "Diligence Investigation"), provided, that in any event the information to be delivered to Buyer shall include such information and other deliveries as would be customarily provided in connection with a potential acquisition of a private company by a strategically-focused buyer. Notwithstanding the foregoing, in no event shall Buyer be entitled to conduct more than one Diligence Investigation in any calendar quarter to the extent that the Company has provided all information reasonably requested in the

first Diligence Investigation conducted by the Buyer ("Initial Diligence Investigation"), provided, that such limitation shall not apply to any Diligence Investigation conducted by Buyer in connection with a Right of First Refusal Notice delivered by the Company. Each Diligence Investigation, other than the Initial Diligence Investigation, shall last not longer than thirty (30) days from the date that Buyer receives access to all new and/or updated Materials of the Company reasonably requested by Buyer. Prior to the termination of this Agreement, the Company shall not enter into any contract or other agreement that could reasonably be expected to interfere with Buyer's rights to conduct a Diligence Investigation or otherwise be furnished information in accordance with this Section 6.2. No Diligence Investigation shall affect any representation or warranty in this Agreement or the Purchase Agreement of any party hereto or thereto or any condition to the obligations of the parties hereto or thereto. This provision shall not apply with respect to any assets that are subject to an Acquisition Proposal or Covered Transaction consummated by the Company and the Proposed Acquiror, after the Right of First Refusal Lapse.

6.3 Terms of Agreements with Proposed Acquirors. Prior to the termination of this Agreement, the Company and the Major Stockholders shall not negotiate the terms of any potential Covered Transaction, or any proposed definitive agreement with a Proposed Acquiror, that include terms that are intended to, or could reasonably be expected to, discourage or inhibit the exercise by Buyer of its Right of First Refusal.

6.4 Exclusivity Restrictions.

(a) The Company and the Stockholders hereby agree, severally but not jointly, that during the period commencing on the earlier to occur of (x) the date that the Company is required to deliver any notices pursuant to Sections 3.1 or 4.1, respectively, and (y) the delivery of a ROFO Notice or Right of First Refusal Notice, as applicable, and ending on the ROFO Lapse or Right of First Refusal Lapse, if any, with respect to such ROFO Notice or Right of First Refusal Notice (each, an "Exclusivity Period"), they will not, nor will they authorize or permit any of their officers, managers, directors, Affiliates or employees or any investment banker, attorney or other advisor or representative retained by them to, directly or indirectly (including in connection with the proposed Covered Transaction with respect to which the ROFO Notice or Right of First Refusal Notice was delivered) (i) solicit, initiate or induce the making, submission or announcement of any Acquisition Proposal, (ii) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal, (iii) engage in discussions with any person with respect to any Acquisition Proposal, except as to disclose the existence of these provisions, (iv) endorse or recommend any Acquisition Proposal, or (v) enter into any letter of intent or similar document or any contract, agreement or commitment contemplating or otherwise relating to any Acquisition Proposal. Immediately following commencement of any Exclusivity Period, the Company, the Major Stockholders, and their subsidiaries will, and will cause their respective officers, directors, Affiliates, employees, investment bankers, attorneys and other advisors and representatives to, immediately cease any and all existing activities, discussions or negotiations with any parties conducted theretofore with respect to the Acquisition Proposal that was the subject of the Exclusivity Period. The Company shall promptly inform Buyer of any Acquisition Proposals received by the Company during any Exclusivity Period, including the terms thereof. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in the preceding two sentences by any officer, manager, director or employee of the Company or any of its Major Stockholders or by any subsidiaries or any investment banker, attorney or other advisor or representative of any of them shall be deemed to be a breach of this Section 6.4 by the Company or such Major Stockholder or Major Stockholders, as the case may be. For the avoidance of doubt, and without limiting the foregoing, the parties acknowledge that separate Exclusivity Periods may apply with respect to ROFO Notices and Right of First Refusal Notices delivered with respect to the same product.

(b) Notwithstanding the foregoing, with respect to a proposed Qualified Products Transaction, the Company shall not authorize or permit any of their officers, managers, directors, Affiliates or employees or any investment banker, attorney or other advisor or representative retained by them to, directly or indirectly (i) solicit, initiate or induce the making, submission or announcement of any Qualified Products Transaction, (ii) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Qualified Products Transaction, (iii) engage in discussions with any person with respect to any Qualified Products Transaction, except as to disclose the existence of these provisions, (iv) endorse or recommend any Qualified Products Transaction, or (v) enter into any letter of intent or similar document or any contract, agreement or commitment contemplating or otherwise relating to any Qualified Products Transaction, until such Qualified Product has reached design freeze as documented in the Company's design history file.

6.5 Further Assurances. At any time and from time to time, either party will, without further consideration and at the other party's expense, take such further action and execute and deliver such further instruments and documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement. Without limiting the foregoing, each of the Major Stockholders hereby agrees to take all necessary action to cause the Company to adhere to its obligations set forth this Agreement.

6.6 Equity Issuances. The Company hereby covenants and agrees that it shall not issue any shares of the Company's capital stock to any person who would hold ten percent (10%) or more following such issuance unless such person shall have first executed and delivered to the Company and Buyer an instrument of adherence to this Agreement in the form attached hereto as Exhibit C.

6.7 Transfers of Shares. Each of the Major Stockholders hereby covenants and agrees that they shall not transfer any shares of the Company's capital stock to any person who is not a Major Shareholder or who, after such transfer, will own a total of greater than ten percent (10%) of the Company's capital stock, unless such person shall have first executed and delivered to the Company and Buyer an instrument of adherence to this Agreement in the form attached hereto as Exhibit C ("Instrument of Adherence"), and the Company agrees that it shall not recognize any such transfer unless and until such Instrument of Adherence has been delivered to the Company and Buyer.

6.8 Confidentiality. Each of the Company and the Major Stockholders agrees that it will keep confidential and will not disclose, divulge, or use for any purpose the terms of this Agreement, including the terms of any proposed transactions between the Company and Buyer as contemplated herein; provided that the Company and the Major Stockholders may disclose the existence of this Agreement and their obligations under Sections 3.3 and 4, if required in order to receive an Acquisition Proposal from a Proposed Aquiror.

7. TERM; TERMINATION.

7.1 Term. This Agreement shall commence as of the Effective Date and, unless earlier terminated in writing by mutual consent of the Company and Buyer, shall remain in effect until the consummation of a Covered Transaction, unless such termination would otherwise occur within an Election Period (in which case such termination date shall be extended until the earlier of the execution of a definitive agreement by the Company and Buyer relating to an acquisition of the Company by Buyer, or the expiration of such Election Period without Buyer having delivered an Election Notice).

7.2 Effect of Termination. The provisions of this Section 7.2 and of Sections 1, 2, 4.3, 5, 6.3, and 8 shall survive any termination of this Agreement. Nothing herein shall be construed to release either party of any obligation which matured prior to the effective date of such termination.

8. MISCELLANEOUS.

8.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile, by e-mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.1):

(a) if to Buyer:

Boston Scientific Corporation
300 Boston Scientific Way
Marlborough, MA 01752
Attention: Chief Financial Officer
Fax: 508-683-4350

with a copy (which shall not constitute notice) to:

Boston Scientific Corporation
300 Boston Scientific Way
Marlborough, MA 01752
Attention: Chief Corporate Counsel
Fax: 508-683-4350

(b) if to the Company:

LumenR, LLC
c/o Dr. Gregory Piskun
9616 Moritz Way
Delray Beach, Florida 33446

with a copy (which shall not constitute notice) to:

Dentons US LLP
101 JFK Parkway, 4th Floor
Short Hills, NJ 07078
Attention: John L. Cleary II
Facsimile: 973-912-7173

(c) if to any Major Stockholder, to the address of such Stockholder set forth on Exhibit A.

8.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of

being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

8.3 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

8.4 Assignment. None of the parties hereto may assign this Agreement or any of his, her or its rights and obligations under this Agreement without the prior written consent of: (i) in the case of a proposed assignment by Buyer, the Company; (ii) in the case of a proposed assignment by the Company, Buyer; and (iii) in the case of a proposed assignment by any Major Stockholder, Buyer; provided, that Buyer and any Major Stockholder may assign this Agreement as part of a corporate reorganization, consolidation, merger or sale of substantially all of the capital stock or assets of Buyer or of any such Major Stockholder, as applicable, without the prior written consent of any party, provided, further, that the assignee in each such instance expressly assumes all obligations imposed on the assigning party by this Agreement in writing.

8.5 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Company, Buyer, and the Major Stockholders, or (b) by a waiver in accordance with Section 8.6.

8.6 Waiver. As between the Company and Buyer, either party may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto or (c) to the extent permitted by applicable law, waive compliance with any of the agreements of the other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

8.7 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

8.8 Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any federal or state court located in the Commonwealth of Massachusetts or the State of New Jersey, this being in addition to any other remedy to which they are entitled at law or in equity.

8.9 Interpretive Rules. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and all Section references are to this Agreement unless otherwise specified. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation." The word "days" means calendar days unless otherwise specified herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No provision of this Agreement shall be construed to require any party or their respective officers, directors, subsidiaries or Affiliates to take any action which would violate or conflict with any applicable law. The word "if" means "if and only if." The word "or" shall not be exclusive. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

8.10 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law. EXCEPT AS OTHERWISE SET FORTH HEREIN, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE COMMONWEALTH OF MASSACHUSETTS FOR THE PURPOSE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH OF SUCH PARTIES HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED EXCLUSIVELY IN ANY MASSACHUSETTS STATE OR FEDERAL COURT SITTING IN THE CITY OF BOSTON. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, ON BEHALF OF ITSELF OR ITS PROPERTY, BY THE PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING IN THIS SECTION 8.10 SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

8.11 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

BOSTON SCIENTIFIC CORPORATION

By:_____
Name:_____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

LUMENR, LLC

By:_____
Name: Dr. Gregory Piskun
Title: Chief Executive Officer

MAJOR STOCKHOLDER:

_____
ENTITY NAME (if applicable)

Signature:_____

Print Name:_____

Title:_____
(if applicable)

EXHIBIT A

MAJOR STOCKHOLDERS

MAJOR STOCKHOLDER	ADDRESS
Gregory Piskun	9616 Moritz Way Delray Beach, FL 33446
Stanton Rowe	3 Shoreridge Newport Coast, CA 92657
Stanley Rabinovich	601 Smith Ct. Edgewater, NJ 07020
Michael F. Roizen	18600 S Park Blvd. Shaker Heights Ohio 44122
Michael F. Roizen 2010 Trust	18600 S Park Blvd. Shaker Heights Ohio 44122

EXHIBIT B

FORM OF EXCLUSIVE LICENSE AGREEMENT

[See Attached]

EXHIBIT C

INSTRUMENT OF ADHERENCE

Reference is hereby made to that certain Right of First Refusal Agreement, dated as of _____ __, 2016 (the "Agreement"), by and among (a) Boston Scientific Corporation, (b) LumenR, LLC, and (c) each of the Major Stockholders of the Company listed on Exhibit A, attached thereto. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Agreement.

The undersigned, _____, hereby agrees that, by execution of this Instrument of Adherence, from and after the date hereof, the undersigned has become a party to the Agreement as a Stockholder party thereto and in connection therewith, is entitled to all of the benefits under, and is subject to all of the obligations, restrictions, limitations, provisions and conditions set forth in the Agreement that are applicable to the Stockholders thereunder. This Instrument of Adherence shall take effect and shall become a part of the Agreement immediately upon execution.

Executed as of the date set forth below under the domestic substantive laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other state or jurisdiction.

Signature: _____

Name: _____

Title: _____
(if applicable)

Address: _____
_____
_____

Date: _____

SCHEDULE A

"Flower Retractor" is a device configured to move or cut tissue within a body lumen away from or within a dissection plane that incorporates at least some of the features depicted in figures 1-8G of U.S. Patent Application No. 14/714,287. For the avoidance of doubt, "Flower Retractor" shall not include any devices comprising an endoscopic overtube with an expandable distal end.

EXHIBIT I TO
ASSET PURCHASE AGREEMENT

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** ("Agreement") is made as of November 1, 2016 ("Effective Date"), between Boston Scientific Corporation (the "Buyer"), and LumenR, LLC (the "Consultant"). Capitalized terms used herein without definition shall have the meaning assigned thereto in the Purchase Agreement referred to below.

WHEREAS, Buyer and Consultant have entered into an Asset Purchase Agreement, dated as of November 1, 2016 (the "Purchase Agreement");

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement (the "Transaction"), the parties desire that the Consultant provide certain services to Buyer following the Transaction as set forth herein; and

WHEREAS, the assumption by Consultant of its obligations hereunder is partial consideration for the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Description of Services.

(a) Services. Consultant shall perform the services described on Exhibit A attached hereto and incorporated herein in connection with accomplishing the Technology Transfer Milestone under the Purchase Agreement and such other services as may be reasonably requested by Buyer in furtherance thereof (collectively, "Services") in accordance with the Buyer's specifications, instructions, and timelines during the term described in this Agreement. The Services will be performed solely by the employees or contractors of Consultant ("Consultant Personnel") identified on Exhibit A attached hereto. Entering into this Agreement in no way obligates the Buyer to retain Consultant to perform any other additional services or any minimum amount of the Services. Consultant shall require that each of its officers, directors, owners, employees, agents, including all Consultant Personnel, comply with all obligations of Consultant under this Agreement. During the term of this Agreement, each party shall comply with all applicable laws, ordinances, rules and regulations in any way relating to this Agreement or the performance of such party's obligations hereunder (including obtaining and maintaining all licenses, permits and authorizations required by law).

(b) Performance Of Services. Consultant shall provide the Services hereunder in a manner consistent (in nature, quality and timeliness) with analogous services, if applicable, performed by Consultant prior to the Transaction, and in any event in a professional and workmanlike manner with such degree of skill and diligence as would reasonably be expected from an internal provider of such services to a company of similar size and in accordance with the quality system policies, processes and procedures of Buyer and its Affiliates.

(c) Fees. The Services will be provided by the Consultant in partial consideration of the purchase price paid by the Buyer pursuant to the Purchase Agreement. The Services shall be provided by Consultant without the payment of any additional consideration by the Buyer; provided, that (i) in the event that performance of the Collaborative Services requires the specific Consultant Personnel set forth on Part I of Exhibit B to devote more than eight (8) hours per month, the Buyer agrees to pay Consultant a consulting fee per hour for each such specified Consultant Personnel as set forth on Part I of Exhibit B, for such additional time in excess of eight (8) hours if such additional hours are preapproved by the Buyer and (ii) in the event that the performance of the Collaborative Services requires the specific Consultant Personnel set forth on Part II of Exhibit B to perform any Collaborative Services, the Buyer agrees to pay

for all hours worked by such Consultant Personnel as set forth on Part II of Exhibit B, as preapproved by the Buyer. As used in this Agreement, "Collaborative Services" shall mean those services relating to Topics numbered 1, 2, 11, 13, 15, 16, 17, 20 and 23 on Exhibit A hereto.

(d) To the extent any travel is required to perform Consultant's duties hereunder, the Buyer will reimburse Consultant Personnel for their reasonable travel related expenses upon submission of appropriate receipts and documentation of such expenses; provided such travel is approved in advance by the Buyer.

2. **Independent Contractor Relationship.** Neither party has the authority to bind the other without express written authorization, and the parties each acknowledge that they are separate entities, each of which has entered into this Agreement for independent business reasons. The relationships of the parties hereunder are those of independent contractors and nothing contained herein shall be deemed to create a joint venture, partnership or any other relationship. Consultant acknowledges and agrees that it is free from the supervisory direction and control of Buyer or its Affiliates, is an independent contractor with no authority to sign the name or bind in any manner Buyer or its Affiliates, and is not entitled to any benefits for which Buyer's or its Affiliates employees are eligible.

3. **Confidential Information.**

(a) "Confidential Information" shall mean all information to which Consultant gains access by virtue of being on any of the Buyer's or its Affiliates' (as defined herein) premises or which is disclosed by or on behalf of the Buyer to Consultant, including information relating to the matters which are the subject of this Agreement, the terms of this Agreement, and all other information regarding the Buyer's and its Affiliates' past, present, or future research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, machines, manufacture, compositions of matter, business plans and operations, technical information, drawings, specifications, and the like, and any knowledge or information developed by Consultant as a result of work in connection with this Agreement, except information which is: (i) at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by Consultant; (ii) lawfully in the possession of Consultant prior to disclosure by or on behalf of the Buyer as shown by Consultant's written records; or (iii) lawfully disclosed to Consultant by a third party which did not acquire the same under an obligation of confidentiality from or through the Buyer, as shown by Consultant's written records. Consultant acknowledges that Confidential Information that is a process, machine, manufacture, or composition of matter is experimental and the disclosure of such information is not intended to be an offer for sale or public use. As used in this Agreement, "Affiliate" means any person or entity which, directly or indirectly, controls or is controlled by or is under common control with the Buyer.

(b) Consultant shall not, without the prior consent of the Buyer, disclose any Confidential Information to anyone for any reason at any time or use any Confidential Information for any purpose except as requested by the Buyer or as necessary to perform the Services. If Consultant believes that Consultant is required by law to disclose any Confidential Information, Consultant shall provide notice to the Buyer, to the greatest extent possible, prior to making such disclosure so as to allow the Buyer time to undertake legal or other action, to prevent such disclosure or otherwise obtain confidential treatment of such disclosure.

(c) Neither party shall issue a press release or other public announcement concerning this Agreement (or any term sheet, bid, proposal, negotiations or other related information), the transactions contemplated herein, or the relationship between the parties without the prior written approval of an authorized representative of the other party. Without limiting the foregoing, neither party shall use any word, name, logo, image, symbol, slogan, sample or design of the other party or the other party's product, or any quote or statement from an employee, consultant or agent of the other party, in any

written or oral advertisement, endorsement or other promotional materials without the prior approval of an authorized representative of the other party or as otherwise permitted under this Agreement.

(d) Consultant's disclosure of any information to the Buyer will be with the understanding that the information disclosed is not confidential and that the Buyer is not restricted in any way as to its use of that information, unless Consultant first enters into a separate confidentiality agreement with the Buyer covering that disclosure. Consultant shall not: (i) disclose to the Buyer any confidential or proprietary information belonging to any third party without the prior consent of such party; or (ii) represent as being unrestricted any designs, plans, models, samples, or other writings or products that Consultant knows or has reason to know are covered by valid patent, copyright, or other form of intellectual property protection.

(e) Consultant acknowledges that the Buyer has provided Consultant with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) Consultant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Confidential Information that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) Consultant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Confidential Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (iii) if Consultant files a lawsuit for retaliation by Buyer for reporting a suspected violation of law, Consultant may disclose the Confidential Information to Consultant's attorney and use the Confidential Information in the court proceeding, if Consultant files any document containing the Confidential Information under seal, and does not disclose the Confidential Information, except pursuant to court order.

4. Buyer Property. All tangible property provided to Consultant in connection with this Agreement, including all samples and Confidential Information, and all reports, communications, designs, data, analyses, and any other materials produced in connection with this Agreement (collectively, "Buyer Property"), shall be and remain the exclusive property of the Buyer unless otherwise agreed in writing. Consultant shall keep and maintain in Consultant's custody and subject to Consultant's control any Buyer Property that Consultant receives or develops during the term of this Agreement and promptly return or surrender to the Buyer all Buyer Property upon termination or expiration of this Agreement or otherwise upon request by the Buyer.

5. Patents, Inventions and Copyrights.

(a) All ideas, inventions, improvements, discoveries , works of authorship, work product, materials, and other deliverables conceived, made, developed, reduced to practice, or worked on by or on behalf of Consultant in connection with the provision of the Services for the Buyer, and all patent, copyright, trademark, trade secret and other intellectual property rights therein, whether now known or hereafter recognized in any jurisdiction, either alone or in cooperation with others, during the term of this Agreement and for a period of one (1) year thereafter that relate to the subject matter of this Agreement (collectively, "Inventions") shall be the exclusive property of the Buyer, and Consultant hereby irrevocably assigns and transfers, all right, title, and interest therein to the Buyer. Consultant shall promptly disclose to the Buyer in writing all Inventions.

(b) Consultant represents and warrants that the Inventions will be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Inventions. Consultant further represents and warrants that, if applicable, each employee, subcontractor, agent or other person performing Services under this Agreement on behalf of Consultant has executed an agreement with Consultant whereby all right, title and interest in and to Consultant's Inventions created by such individual has been effectively assigned to Consultant, and which include further assurance provisions equivalent to those set forth in Section 5(c).

(c) Consultant will execute all papers, including patent applications, invention assignments and copyright assignments, and otherwise agrees to assist the Buyer as reasonably required at the Buyer's reasonable expense to perfect in the Buyer the right, title and other interest in the Inventions granted to the Buyer under this Agreement. If the Buyer is unable for any reason, after reasonable effort, to secure Consultant's signature (or the signature of Consultant's authorized representative(s), if applicable) on any document needed in connection with the actions specified above, Consultant hereby irrevocably designates and appoints the Buyer as Consultant's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on Consultant's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Consultant.

6. Clinical, Regulatory and Privacy.

(a) Consultant represents and warrants, during the period beginning on the date of this Agreement and ending upon the termination of this Agreement, that:

i. Consultant is, and will be, in compliance with all Healthcare Laws applicable to the Services. The Services conducted are, and will be, conducted in compliance with all applicable Healthcare Laws, including the FDA's current good manufacturing practice regulations at 21 C.F.R. Part 820 for medical device products and, to the extent applicable to Consultant, counterpart Laws in the European Union, and all other countries where compliance is required. Consultant is and at all times will be, in compliance with the FDA's registration and listing requirements to the extent required by applicable Healthcare Laws.

ii. Consultant holds all Permits required in connection with the Services in jurisdictions where Consultant currently conducts such activities or contemplate conducting such activities under this Agreement (collectively, the "Consultant Licenses"). Consultant is in compliance in all material respects with all terms and conditions of each Consultant License.

iii. All filings, reports, documents, claims, submissions and notices required to be filed, maintained, or furnished to the FDA or any state, other federal or non-United States equivalent agencies by Consultant in connection with the Services shall be so filed, maintained or furnished and shall be complete and correct in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing), including adverse event reports and medical device reports, in each case with regard to the Services.

iv. All preclinical and clinical trials that will be conducted by or on behalf of, or sponsored by, Consultant in connection with the Services will be conducted in compliance in all material respects with standard medical and scientific research procedures and the experimental protocols, procedures and controls pursuant to applicable Healthcare Laws, including the FDCA and its applicable implementing regulations at 21 C.F.R. Parts 50, 54, 56, 58, 812, the Medical Device Directives, and all applicable EEA Member State Laws governing performance evaluations and clinical trials with medical devices.

v. None of the Consultant Personnel are included on the List of Excluded Individuals and Entities maintained by the Office of Inspector General of the United States Department of Health and Human Services.

(b) In connection with providing Services under this Agreement, the Consultant (i) shall comply with all Privacy Laws and other Laws regarding the disclosure of data, and (ii) shall take commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Consultant in accordance with its applicable privacy policies.

(c) During the period beginning on the date of this Agreement and ending upon the termination of this Agreement, Consultant shall diligently conduct and complete all research and

development activities with respect to the Services in compliance with all applicable Laws, and at the reasonable request of the Buyer, Consultant shall provide the Buyer with updates concerning the progress of and developments in and results of any clinical trials being conducted by or on behalf of Consultant with respect to the Services. In addition, Consultant shall (1) invite the Buyer to attend and participate in all material meetings with clinical investigators, (2) provide the Buyer with copies of all material written communication provided to and from such investigators, and (3) provide the Buyer with copies of any interim data and data analysis generated with respect to its clinical trials, in each such case to the extent relating to any of the Services. Prior to finalizing such protocols or delivering drafts or copies thereof to institutional review boards or regulatory authorities, selecting such clinical investigators and engaging in such clinical trials, Consultant shall, during the period beginning on the date of this Agreement and ending upon the termination of this Agreement, furnish to the Buyer for its review and comment, and shall consult with the Buyer regarding, (i) clinical trial protocols, (ii) lists of clinical investigators, (iii) copies of all forms of clinical investigator contracts, (iv) all clinical trial agreements (including clinical financial information), and (v) patient data forms for any of its proposed clinical trials prior to finalizing such protocols or delivering drafts or copies thereof to institutional review boards or regulatory authorities, selecting such clinical investigators and engaging in such clinical trials, in each case relating to the Services. At the reasonable request of the Buyer during the period beginning on the date of this Agreement and ending upon the termination of this Agreement, the Buyer shall have the right to be present for observation purposes at any procedures performed in connection with any clinical trial conducted by or on behalf of Consultant with respect to the Services, and the Buyer shall be given full access to the physicians performing such clinical trials. In addition, at the reasonable request of the Buyer during the period beginning on the date of this Agreement and ending upon the termination of this Agreement, the Buyer shall be given full access to (A) all internal and contract research organization or vendor correspondence, monitoring reports, study guidelines, plans, charters, meeting minutes, documents (whether internal or external) created or collected for any clinical trials, and device management records at the clinical site level, (B) audit information relating to any clinical trials, and (C) any consultants, core labs or vendors used for any clinical trials, in each such case to the extent relating to the Services. During the period beginning on the date of this Agreement and ending upon the termination of this Agreement, Consultant shall also provide the Buyer with summaries of the results of such clinical trials and of any pre-clinical trials relating to the Services, upon the request of the Buyer, in any format reasonably requested by the Buyer. Prior to finalizing any publications of the results of any such clinical trials during the period beginning on the date of this Agreement and ending upon the termination of this Agreement, Consultant shall furnish to the Buyer for its review and comment any such results or articles proposed to be published.

(d) During the period beginning on the date of this Agreement and ending upon the termination of this Agreement:

i. Consultant shall notify the Buyer of any material communications relating to any Services with the FDA, any Notified Body, or any corollary entity in any other jurisdiction, including outside of the United States of America, or any other Governmental Authority, whether written or oral, as soon as reasonably practicable, but in no event later than three (3) business days after the receipt of such communication, and within such same time period, Consultant shall provide the Buyer with copies of any such written communications and written summaries of any such oral communications.

ii. From time to time and at the reasonable request of the Buyer, Consultant shall provide the Buyer with updates concerning the progress of regulatory filings made or to be made by Consultant relating to any of the Services. Consultant shall furnish such updates to the Buyer for its review and comment, and the Buyer shall provide such comments, if any, as soon as reasonably practicable. Consultant shall furnish to the Buyer for its review and comment, and shall consult with the Buyer regarding, any material regulatory filing relating to any of the Services prior to finalizing such

filings and delivering them to the relevant regulatory authorities. The Buyer shall not unreasonably delay its review or withhold comment on any such filing or correspondence with a relevant regulatory authority.

(e) Certain Definitions.

i. "CE Mark" means the "CE" marking (or such other successor marking to the "CE" marking) required under applicable Laws for sale of a product in the European Economic Area.

ii. "FDA" means the United States Food and Drug Administration.

iii. "FDCA" means the Federal Food, Drug, and Cosmetic Act, as amended, at 21 U.S.C. §§ 301 et seq. and its implementing regulations and guidances.

iv. "Governmental Authority" means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature. For the avoidance of doubt, "Governmental Authority" shall include the FDA and any applicable Notified Body.

v. "Healthcare Laws" means the FDCA, Medicare (Title XVIII of the Social Security Act) and Medicaid (Title XIX of the Social Security Act), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Anti-Self-Referral Law (42 U.S.C. §§ 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the exclusion laws (42 U.S.C. § 1320a-7), the European Medical Device Directives (Directive 93/42/EEC, 90/385/EEC, and 98/79/EC as amended) (the "Medical Device Directives") and any European Economic Area Member State laws implementing the provisions of these directives, the Misleading and Comparative Advertising Directive (2006/114/EC), the Unfair Commercial Practices Directive (2005/29/EC), and any European Economic Area Member State laws implementing the provisions of these directives, all regulations or guidance promulgated pursuant to such Laws, and any other foreign, federal, or state Law that regulates the design, development, testing, studying, manufacturing, processing, storing, importing or exporting, licensing, labeling or packaging, advertising, distributing or marketing of pharmaceutical or medical device products, or that is related to kickbacks, patient or program charges, recordkeeping, claims process, documentation requirements, medical necessity, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation or any other aspect of providing health care services.

vi. "Law" means any national, supranational, state, provincial, municipal or local statute, law, constitution, ordinance, code, regulation, rule, notice, court decision, interpretation, agency guidance, Order, resolution, corporate integrity agreement, stipulation, determination, requirement or rule of law (including common law), code or edict issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

vii. "Notified Body" shall mean an entity licensed, authorized or approved by the applicable government agency, department or other authority to assess and certify the conformity of a medical device with the requirements of Council Directive 93/42/EEC of 14 June 1993 concerning medical devices, as amended from time to time, and applicable harmonized standards.

viii. "Product" shall have the meaning assigned to such term in the Purchase Agreement.

ix. "Privacy Laws" shall mean any law related to the protection, privacy and security of sensitive personal information, including the Health Insurance Portability and Accountability Act (HIPAA) statute, amendments, and associated regulations; all state and local data privacy and security laws, including Chapters 93H and 93I of the Massachusetts General Laws, dealing with data security and the protection of personal information; the Sarbanes-Oxley corporate financials regulations; the information collection, reporting, and safeguarding requirements of the FDA regulations; Payment Card issuers (PCI) credit card data security standards; the European Economic Area national data protection legislation consistent with the Data Protection Directive 95/46/EC issued by the European Commission; and all other similar federal, state and foreign laws, rules, and regulations concerning the privacy and security of information.

7. Other Representations and Warranties. Each party hereby represents and warrants to the other that: (a) the execution and delivery of and performance under this Agreement by such party does not, and will not, conflict with or violate any other agreement or obligations with third parties or any restrictions of any kind or any law to which such party is bound or subject; and (b) such party has the unrestricted right to disclose any information such party submits to the other party, free of all claims of third parties, and that such disclosures do not breach or conflict with any confidentiality provisions of any agreement to which such party is a party.

8. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Consultant will not, directly or indirectly, for Consultant's benefit or for any other person or entity, hire or solicit for employment or retention as an independent contractor or agent (or assist any other person or entity in hiring or soliciting for employment or retention as an independent contractor or agent) any employee or exclusive consultant of Buyer or any of its Affiliates.

9. Term; Termination. This Agreement shall have a term beginning on the Effective Date and ending upon the earlier of (a) December 31, 2020 or (b) Consultant's completion of the Services, to the reasonable satisfaction of the Buyer, unless this Agreement terminates earlier as follows: (a) by either party, in the event of a material breach of any term or condition of this Agreement remains uncured following 30-days prior written notice to the breaching party; or (b) at any time in the Buyer's sole discretion with or without cause by providing 30-days' prior notice to Consultant. All obligations and rights under this Agreement which are by their nature continuing, including those contained in Sections 2 through 5, 8, 10 and 11, shall survive the expiration and/or termination of this Agreement.

10. Remedies. Termination of this Agreement, or the exercise of any remedy herein, shall not be deemed to be an exclusive remedy, and shall be in addition to any other remedies available at law or in equity. The prevailing party in any dispute hereunder is entitled to recover reasonable legal fees and adjudication costs. No failure or delay to enforce a provision shall be deemed a waiver thereof. The Consultant acknowledges that because of the nature of the business of the Buyer and the subject matter of this Agreement, a breach of any of Sections 4 through 7 or 9 of this Agreement will cause substantial injury to the Buyer for which money damages will not provide an adequate remedy, and the Consultant agrees that the Buyer shall have the right to obtain injunctive relief, including the right to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, in addition to, and not in limitation of, any other remedies available to the Buyer under applicable law.

11. Miscellaneous.

(a) Time is of the essence in performance hereunder. Neither party shall assign this Agreement or such party's obligations hereunder, whether voluntarily or involuntarily, without the express consent of the other party, except that the Buyer may assign some or all of its rights and

obligations under this Agreement without Consultant's consent (i) to any of its Affiliates or (ii) in the event of a sale of assets that are covered under the Services provided pursuant to this Agreement.

(b) All requests, approvals, consents and notices must be in writing and will be effective as of the date sent and, unless otherwise specified in this Agreement, shall be sent by either: (i) certified mail return receipt requested; (ii) a nationally recognized overnight delivery service that guarantees overnight delivery and requires the signature of recipient; or (iii) facsimile, transmission confirmed; to the following addresses and fax numbers:

If to Buyer:

c/o Boston Scientific Corporation
200 Boston Scientific Way
Marlborough, MA 01752

If to Consultant:

c/o Dr. Gregory Piskun
9616 Moritz Way
Delray Beach, Florida 33446

(c) All Exhibits to this Agreement are hereby incorporated by reference in this Agreement and made a part hereof. This Agreement is governed by the laws of the State of Delaware, without reference to its principles of conflicts of laws; is the entire and exclusive set of terms and conditions for transactions made under it; supersedes conflicting terms of purchase orders, invoices or other documents issued under it; and may only be amended or modified by a writing signed by both parties. If any provision of this Agreement is ruled invalid or unenforceable, such provision shall be interpreted to be enforceable to the maximum extent possible under applicable law and the remaining provisions shall stay in full force and effect.

(d) This Agreement may be executed in duplicate counterparts, which, when taken together, shall constitute one instrument and each of which shall be deemed to be an original instrument.

(e) This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the day and the year first above written.

BUYER:	**CONSULTANT:**
BOSTON SCIENTIFIC CORPORATION	**LUMENR, LLC**
By _____	By:_____
Name:	Name:
Title:	Title:

Exhibit A
Description of Services

Consultant Personnel:
Gregory Piskun
Brian Tang
Jeffrey Radziunas

Services:

Task Number / Topic	Action
1- Animal lab	The Company shall conduct 2 animal labs using at least one 510(k) cleared Product 1 device. Objectives of the study are to both evaluate prototypes and train Buyer personnel to transfer the Company's knowledge on how to conduct an animal study. Buyer shall supply all devices for the studies, required lab facilities and all other necessary endoscopic and other equipment/supplies to conduct the labs.
2- Animal lab	The Company shall conduct 3 animal labs with Buyer's Phase 1 device (i.e., the Company 510(k) cleared Product 1 device with reasonable modifications identified to the Company by Buyer in writing within 12 months of the Closing with respect to provisional modifications to the molded handle and exterior tube). Buyer to supply all devices for the studies, required lab facilities and all other necessary endoscopic and other equipment/supplies to conduct the labs.
3- Change log (past)	The Company to create a design change log that specifies material design changes to Product 1 during all animal and clinical studies using Product 1. The log should include the date of the change, the description of the change, why the change was made, and any testing to support change.
4- Change modification map	The Company shall create a change modification map starting with the latest Company device utilized in a clinical trial and outlining planned future changes thereto with relative importance.
5- Clinical	The Company shall close down any outstanding clinical studies and deliver to Buyer a "close out" package containing the applicable protocol, applicable contracts, proof of closure of the IRB study and proof of last payments made where applicable.
6- Clinical	The Company shall provide Buyer with a detailed list of all clinical trial protocols utilized by the Company with respect to Product 1 and all related clinical investigators, with a copy of all forms of clinical investigator protocols.
7- Clinical	The Company shall provide Buyer with a list demonstrating how many "clinical units" of Product 1 had been manufactured by the Company and provided to experts; how many were used in a clinical procedure, the location of any non-destroyed, non-utilized units, and the number of remaining units of Product 1 to be delivered to Buyer.

8- Clinical	The Company shall provide Buyer with copies of all applicable clinical trial agreements, patient data forms, material CRO correspondence and clinical trial audit information, if any, in the Company's possession or control
9- Clinical	The Company shall provide Buyer with copies of all case report forms (or equivalent summaries thereof) associated with at least 50 clinical cases conducted with the LumenR left colon device according to the IRB approved study protocol.
10- Clinical	The Company shall provide Buyer with a summary of all pre-clinical publications made by or on behalf of the Company with respect to Product 1 and an overview of any additional publications by or on behalf of the Company that are in progress as of the Closing, including any abstracts that might have been submitted to any industry meetings.
11- Manufacturing	The Company shall transfer manufacturing capabilities for Product 1 to a qualified single contract manufacturer of Buyer's choosing (equipment/ DMR) identified by Buyer to Seller in writing within 6 months of the Closing, with Buyer's and such contract manufacturer's full cooperation and support, to enable such manufacturer to demonstrate its capability to manufacture 15 Product 1 devices.
12- Contracts and agreements	The Company shall provide Buyer with originals or electronic copies of signed agreements and terms with all Company vendors and/or vendors-consultants providing material services/supplies to the Company.
13- Design History File	The Company shall develop source documents for its design history files ("DHF") for Product 1, Product 3 and Product 4 by updating such documentation and testing criteria to include Risk Analysis, Hazard Analysis, Use FMEA, Design FMEA elements and to document source information and other reasonable and appropriate clearly defined standards as mutually agreed to between Buyer and the Company in writing within 3 months of the Closing.
14- Design History File	The Company shall deliver to Buyer customary product specifications, market specifications and drawings with respect to Product 1 that support its 510(k) clearance for such device.
15- Design History File	The Company shall deliver to Buyer all applicable material written documentation in its possession with respect to the design and manufacturing processes and process validation for Product 1, Product 3 and Product 4.
16- Device	The Company shall deliver to Buyer 15 Product 1 devices for both the last device version used in a clinical setting (15 LumenR Cannula Retractor, 15 LumenR Instrument Guide) and the 510(k) cleared device.
17- Device	The Company shall deliver to Buyer evidence of the validation of changes to Product 1 with respect to reasonable provisional modifications, identified to Seller by Buyer in writing within 3 months of the Closing, to the molded handle design and exterior tube improvements providing customary documentation, drawings, product specifications, market specifications and testing to support the

	new design for Product 1.
18- Documents	The Company shall deliver to Buyer up to date electronic files with respect to the Company's current design documentation, change notices, historical revisions, solid model files and CAPAs with respect to Product 1, Product 3 and Product 4.
19- Documents	The Company shall deliver to Buyer all electronic or paper copies of all source documentation in its possession for all testing, design documentation, change notices, historical revisions, solid model files, CAPAs, all DHRs (including builds completed at Venta & CMM), calibration records (anything that is on a log sheet or notebook) and lab notebooks with respect to the Products.
20- Early design knowledge transfer	The Company shall deliver to Buyer all material documents with respect to the development history of cage development, including performance experiences that led to current design of Product 1.
21- Inventory	The Company shall deliver to Buyer an inventory list (including location) of all components, prototypes, sub assemblies, finished devices, retained devices, and supplies related to Product 1.
22- Inventory	The Company shall deliver to Buyer an inventory list (including location) of all equipment and fixtures relevant to prototyping, manufacturing, and/or testing of all Products that are part of the Acquired Assets.
23- Prototyping	Buyer's engineers and the Company shall complete a prototype of the proposed Phase 1 configuration of the 510(k) cleared device with molded handle design and a modified exterior sheath and provide an evaluation of such prototype to ensure design intent is preserved.

Exhibit B
Consulting Fees

Part I

Pursuant to Section 1(c), the Buyer shall pay Consultant the following hourly rates for the following specified Consultant Personnel:

Gregory Piskun ($225 per hour)
Brian Tang ($125 per hour)

For the avoidance of doubt, Buyer shall only pay Consultant such hourly rates (i) for the performance of the Collaborative Services, (ii) for the time each such specified individual Consultant Personnel spends in performing the Collaborative Services in excess of eight (8) hours per month, and (iii) if preapproved by Buyer.

Part II

Jeffrey Radziunas ($150 per hour)
All other outside consultants

For the avoidance of doubt, Buyer shall only pay Consultant such hourly rates (i) for the performance of the Collaborative Services, (ii) for the time each such specified individual Consultant Personnel spends in performing the Collaborative Services each month, and (iii) if preapproved by Buyer.

EXHIBIT J TO
ASSET PURCHASE AGREEMENT

FORM OF
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (this "Agreement") is being executed and delivered as of November 1, 2016, (the "Effective Date"), by [_____] ("Equityholder") in favor of, and for the benefit of, Boston Scientific Corporation, a Delaware corporation ("BSC"). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, LumenR, LLC, a Delaware limited liability company (the "Seller"), is engaged in the Business;

WHEREAS, Equityholder is a [LIST ALL THAT APPLY: officer, director and securityholder] of the Seller and, as such, has obtained, had access to and contributed to the development of and has valuable knowledge and confidential information regarding the Business;

WHEREAS, Equityholder, in the course of working with the Business, has also contributed to the development of significant goodwill that is now a significant part of the value of the Business;

WHEREAS, the Seller and BSC are entering into an Asset Purchase Agreement, dated November 1, 2016 (the "Purchase Agreement"), pursuant to which BSC shall purchase all of the Acquired Assets and assume all of the Acquired Liabilities of the Seller pursuant to the terms and conditions set forth therein;

WHEREAS, in order to induce BSC to enter into the Purchase Agreement and as a condition to the consummation of the transactions contemplated thereby, and to enable BSC to more fully secure the benefits of such transactions, BSC has requested that Equityholder enter into and be bound by this Agreement, and Equityholder has so agreed; and

WHEREAS, Equityholder is the holder of a significant number of securities of the Seller, and Equityholder will have significant consideration realizable in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in respect of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Non-Competition and Non-Solicitation.

a. Non-Competition: Subject to the provisions of Section 1.c below, during the period beginning on the Effective Date and ending on the second anniversary of the Effective Date (such period, the "Non-Competition Restricted Period"), throughout the world, Equityholder shall not, directly or indirectly, engage or assist others in engaging in any business or enterprise (whether as owner, partner,

officer, director, equityholder, consultant, investor, lender or otherwise) that, at the time of the engagement or assistance, is engaged in (i) any design or development of a product that, if commercialized, would be competitive with any Earnout Product in the Field or any then-existing BSC product in the Field; or (ii) services relating to development of products which may be competitive with an Earnout Product in the Field for any third party (any such business or enterprise, a "Competitive Business"); provided that Equityholder may own, as a passive investor, publicly-traded securities (directly or through mutual funds or retirement accounts) of any Competitive Business so long as such securities do not, in the aggregate, constitute more than five percent (5%) of the issued and outstanding securities of such Competitive Business. "Earnout Product" means the LumenR Retractor System product under design primarily for use in the transverse and right colon, as improved from time to time by the Seller or BSC. "Field" means procedures for tissue traction in the rectum, colon, esophagus, or stomach, excluding (i) the treatment of hemorrhoids and prolapsed rectum, and (ii) the development and use of any Qualified Product (as defined in that certain Right of First Refusal Agreement dated November 1, 2016 between Seller and BSC).

b. Non-Solicitation: Subject to the provisions of Section 1.c below, during the period beginning on the Effective Date and ending on the two (2) year anniversary of the Effective Date (such period, the "Non-Solicitation Restricted Period", together with the Non-Competition Restricted Period, the "Restricted Period"), Equityholder shall not, directly or indirectly, either alone or in association with others solicit any person who at the time of such action is an employee of BSC or its affiliates or was an employee of BSC or its affiliates within the preceding six (6) months to terminate his or her employment with BSC or its affiliates; *provided, however*, that public advertising not targeted at such person shall not be deemed to be a solicitation in violation of this Section 1.b.

c. Extension. In the event of any breach on the part of Equityholder of any provision of this Agreement, each Restricted Period shall be automatically extended by a number of days equal to the total number of days in the period from the date on which such breach shall have first occurred through the date as of which such breach shall have been fully cured by Equityholder.

2. Miscellaneous.

a. Termination of Agreement. The provisions of this Agreement shall terminate according to the following schedule:

i. The non-competition restrictions on Equityholder set forth in this Agreement shall terminate upon the termination of the Non-Competition Restricted Period, as may be extended pursuant to Section 1.c above; and

ii. The non-solicitation restrictions on Equityholder set forth in this Agreement shall terminate upon the termination of the Non-Solicitation Restricted Period, as may be extended pursuant to Section 1.c above;

provided further, however, that any party who willfully breaches this Agreement shall remain responsible for any damages caused to the other party due to such breach.

b. Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the Business and the Acquired Assets acquired by BSC in connection with the Purchase Agreement, and are considered by Equityholder to be reasonable for such purpose. Equityholder agrees that any breach of this Agreement could cause BSC substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach, Equityholder agrees that BSC, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court

restraining such a breach and the right to specific performance of the provisions of this Agreement and Equityholder hereby waives the adequacy of a remedy at law as a defense to such relief.

c. Obligations to Third Parties. Equityholder acknowledges and represents that, to Equityholder's knowledge, this Agreement will not violate any continuing obligation Equityholder has to any current or former employer or other third party.

d. Successors and Assigns. Subject to the provisions of Section 2.a, this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which, BSC may be merged or which may succeed to the Business, provided, however, that the obligations of Equityholder are personal and shall not be assigned by him. Equityholder expressly consents to be bound by the provisions of this Agreement for the benefit of BSC or any subsidiary or affiliate thereof to whose employ Equityholder may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

e. Interpretation. If any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

f. Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

g. Waivers. No delay or omission by BSC in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by BSC on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

h. Governing Law; Jury Trial Waiver.

i. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without reference to such state's principles of conflicts of law.

ii. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

i. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between Equityholder and BSC relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Equityholder and BSC.

j. Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

k. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by overnight courier) or three days after being mailed by registered or certified mail (postage prepaid, return receipt requested), and on the date the notice is sent when sent by verified facsimile, in each case to the respective parties at the address set forth on the signature page. Either party may change its contact information by providing the other party with notice of the change in accordance with this section.

[Remainder of Page Intentionally Left Blank]

I CERTIFY THAT I HAVE READ THE ENTIRE CONTENTS OF THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT BEFORE SUBSCRIBING MY NAME HERETO AND THAT I FULLY UNDERSTAND ALL THE TERMS, CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT.

BOSTON SCIENTIFIC CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

Address: 300 Boston Scientific Way
Marlborough, MA 01752

[NAME OF EQUITYHOLDER]

Date: _____

_____
(Signature)

Address: _____

_____

_____

Signature Page
Key Investor Non-Competition and Non-Solicitation Agreement

EXHIBIT K TO
ASSET PURCHASE AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**") is entered into on November 1, 2016 by and among:

Macroplata, Inc., a company duly incorporated under the laws of the State of Delaware, having its registered office at 113 Laredo Drive, Morganville, New Jersey 07751, USA (hereinafter referred to as "**Macroplata**"),

and

Macroplata Systems, LLC, a New Jersey corporation having a place of business at 113 Laredo Drive, Morganville, New Jersey 07751 (hereinafter referred to as "**MPSL**"),

and

LumenR, LLC, a Delaware limited liability company having an address at 253 Main Street, Suite 270, Matawan, NJ 07747 (hereinafter referred to as "**LumenR**").

Macroplata, MPSL, and LumenR are hereinafter also referred to individually as a "**Party**" and collectively as "**the Parties**."

WHEREAS, Macroplata owns the Macroplata Patents and Intellectual Property (defined below);

WHEREAS, certain entities, including MPSL, confirmed Macroplata's ownership of the Macroplata Patents and Intellectual Property (defined below) in a Confirmatory Assignment of Patent Rights, dated March 4, 2014;

WHEREAS, Macroplata and MPSL are each substantially owned and controlled by Gregory Piskun ("**Piskun**") who is the majority owner of LumenR;

WHEREAS, MPSL and LumenR are Parties to a License and Assignment of Rights Agreement, dated February 20, 2009;

WHEREAS, MPSL and LumenR wish to terminate the License and Assignment of Rights Agreement, dated February 20, 2009 (defined and identified below);

WHEREAS, LumenR wishes to acquire the Macroplata Patents and Intellectual Property, and Macroplata is willing to transfer the same to LumenR on the conditions set forth herein;

WHEREAS, LumenR and Boston Scientific Corporation, a Delaware corporation ("**Boston Scientific**"), are parties to that certain Asset Purchase Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Purchase Agreement**");

WHEREAS, it is a condition precedent to Boston Scientific purchasing the Acquired Assets (as defined in the Purchase Agreement) from LumenR under the Purchase Agreement that the Parties hereto execute and deliver this Agreement in favor of LumenR; and

WHEREAS, Piskun, will receive significant consideration in connection with the consummation of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and covenants contained herein and such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties have agreed as follows:

1. **Definitions**. The following terms when used in this Agreement shall have the respective meanings ascribed thereto below:

1.1 "**Affiliate(s)**" shall mean, with respect to any Person, (a) any other Person directly or indirectly controlling, controlled by, or under common control with, such Person, (b) any member of the immediate family (including spouse, brother, sister, descendant, ancestor or in-law) of any officer, director or ten percent (10%) or greater equity holder of such Person, or (c) any entity in which such Person or any such family member has a ten percent (10%) or greater interest or is a director, officer, partner or trustee; provided that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Intellectual Property**" shall mean all worldwide intellectual property or proprietary rights of any description including:

(a) all United States and foreign issued patents, reissued or re-examined patents, revivals of patents, utility models, certificates of invention, registrations of patents and renewals and extensions thereof, regardless of country issued or formal name (collectively, "**Issued Patents**");

(b) all United States and foreign published or unpublished non-provisional and provisional patent applications, reissue applications, re-examination proceedings, invention disclosures and records of invention, continuations, continuations-in-part, requests for continued examination and divisions, regardless of country filed or formal name (collectively "**Patent Applications**" and, with the Issued Patents, the "**Patents**");

(c) all copyrights, copyrightable works, semiconductor topography and mask work rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, semiconductor topography works and mask works, and all applications and registrations for the same and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions (collectively, "**Copyrights**");

(d) all trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, common law trademarks, trade names, registered trade names and applications for registrations of trade names and domain name registrations (collectively, "**Trademarks**");

(e) all technology, ideas, inventions, discoveries, improvements, modifications, methodologies, schematics, business methods, drawings, designs, prototypes, models, confidential and proprietary information, Trade Secrets, manufacturing and operating specifications, methods of manufacturing, know-how, formulae, technical data, computer programs, hardware, software and processes, customer and supplier lists, whether or not patentable;

(f) all rights in databases and data collections;

(g) all other intangible assets, properties and rights (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights); and

(h) all goodwill related to any of the foregoing.

1.3 "**License and Assignment of Rights Agreement**" shall mean the License and Assignment of Rights Agreement entered between Macroplata Systems LLC and LumenR, LLC on February 20, 2009, and all amendments and iterations thereof.

1.4 "**Macroplata Patents and Intellectual Property**" shall mean (a) the Issued Patents and Patent Applications identified in Appendix A, as well as any patents or patent applications claiming priority to such Issued Patents or Patent Applications; (b) know-how and Trade Secrets relating to the Issued Patents and Patent Applications identified in Appendix A; (c) any information or rights necessary to practice the Issued Patents or Patent Applications identified in Appendix A; (d) the Trademarks identified on Appendix A and all goodwill symbolized thereby or associated therewith; and (e) all other Intellectual Property owned or licensed by Macroplata or MPSL in connection with or related to the Products, or otherwise used in or useful to the sale, use, manufacture or commercialization of the Products, all licenses and sublicenses granted or obtained with respect thereto and rights thereunder, and other agreements with respect to the foregoing including but not limited to that certain Patent and Technology Purchase Agreement among Macroplata, MPSL and HET Systems, LLC dated March 4, 2014, all remedies against infringements thereof, rights to protection of interests therein, all income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind with respect thereto (including all damages and payments for past, present or future infringement or misappropriation or dilution of the foregoing, the right to sue and recover for past, present or future infringements or misappropriations or dilutions of the foregoing), and any and all corresponding rights that have been or now or hereafter may be secured throughout the world with respect to any of the foregoing.

1.5 "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3)

of the Securities Exchange Act of 1934, as amended), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

1.6 "**Product(s)**" shall mean any device, instrument, diagnostic, therapeutic, product, system or process, and application, methods, or service (a) covered or described by the Issued Patents or Patent Applications set forth on Appendix A; or (b) related to the LumenR Retractor System product for partial or full thickness resections in the rectum, colon, esophagus or stomach comprising an endoscopic overtube with expandable distal end; or (c) related to procedures in the rectum, colon, esophagus or stomach, excluding procedures for treatment of hemorrhoids and prolapsed rectum.

1.7 "**Third Party**" shall mean any entity other than a Party or an Affiliate of a Party.

1.8 "**Trade Secret**" shall mean information and know-how to the extent that such information or know-how (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets may include, but is not limited to confidential information, know-how, processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists that meet the foregoing definition.

2. Transfer of Rights

2.1 Purchased Macroplata Patents And Intellectual Property

Subject to the terms and conditions of this Agreement, Macroplata and MPSL hereby irrevocably and unconditionally assigns and transfers to LumenR all right, title and interest in the Macroplata Patents and Intellectual Property, free and clear of all liens, charges, security interests and encumbrances.

3. Termination of Prior Agreement

The Parties hereby terminate the License and Assignment of Rights Agreement pursuant to Article 8 of such License and Assignment of Rights Agreement. This Agreement is intended to supersede all rights and obligations contained within the License and Assignment of Rights Agreement.

4. Further Assurances

Each of Macroplata and MPSL agrees to assist and cooperate in a reasonable manner in obtaining protection for, enforcing, and perfecting title in the Macroplata Patents and Intellectual Property in LumenR (including joining as a party to any action if Macroplata or MPSL is deemed to be a necessary party thereto). Macroplata shall duly execute and deliver to LumenR an Assignment of Patents and Patent Applications in the form attached hereto as Appendix B and such other documents as LumenR may reasonably request to effect the transactions contemplated hereby, (including without limitation all instruments of assignment and transfer with respect to the Macroplata Patents and Intellectual Property as LumenR may reasonably request and as may be necessary to vest in LumenR good and marketable title to all

of Macroplata Patents and Intellectual Property, in each case free of all liens, charges, security interests or encumbrances).

5. Representations, Warranties and Covenants

5.1 Each of Macroplata and MPSL represents and warrants that, prior to giving effect to the transactions contemplated hereby and by the Asset Purchase Agreement, dated on or about the date hereof, by and between LumenR and Boston Scientific Corporation:

5.1.1 Macroplata is the sole owner of the Macroplata Patents and Intellectual Property and Macroplata has good and marketable title thereto. None of the Macroplata Patents and Intellectual Property is subject to any lien, charge, security interest or other encumbrance.

5.1.2 Macroplata and MPSL each has the full and unrestricted right and necessary power and authority to entry into, execute and deliver this Agreement, grant the rights granted herein and consummate the transactions contemplated hereby.

5.1.3 The entry into, execution and delivery by Macroplata and MPSL of this Agreement or any other instrument or document required by this Agreement do not, and the performance of this Agreement, including, without limitation, the granting of licenses granted hereunder, will not, (a) conflict with or violate the organizational documents of Macroplata or MPSL, (b) conflict with or violate any law, order or regulation applicable to Macroplata or MPSL, or (c) result in any breach or violation of or constitute a material default under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien, charge, security interest or encumbrance in favor of any Third Party on the Macroplata Patents and Intellectual Property.

5.1.4 Neither Macroplata nor MPSL has granted any right, license, or interest in, to or under the Macroplata Patents and Intellectual Property inconsistent with the rights granted to LumenR in this Agreement.

5.1.5 No invalidity proceedings are pending in relation to any of the Macroplata Patents and Intellectual Property, and no such proceedings have been threatened orally or in writing.

5.1.6 Neither Macroplata nor MPSL has knowledge of intellectual property or conduct that it believes could reasonably render the Macroplata Patents and Intellectual Property invalid or unenforceable.

5.1.7 Neither Macroplata nor MPSL has knowledge of any issued patents or pending patent applications owned by Third Parties that would be infringed by LumenR's practice of the Macroplata Patents and Intellectual Property.

5.1.8 Neither Macroplata nor MPSL has knowledge of a Third Party due any consideration as a result of this Agreement or the transactions contemplated hereby.

5.1.9 No additional consents of, or notice to, any Third Party is required for Macroplata or MPSL to execute and deliver this Agreement.

6. **Miscellaneous**

6.1 **Non-Derogation of Macroplata Patents and Intellectual Property**. Macroplata and MPSL each covenant not to directly or indirectly take any action that may negatively impact the value, validity, or enforceability of the Macroplata Patents and Intellectual Property, including challenging or inducing any third party to challenge the validity or enforceability of the Macroplata Patents and Intellectual Property, or any patent claim(s) therein, or initiate or participate in any re-examination or other proceeding related to the validity, enforceability or patentability of any claim of the Macroplata Patents and Intellectual Property before any tribunal or patent office.

6.2 **Entire Understanding.** This Agreement and any attachments hereto constitute a single, integrated written contract expressing the entire agreement of the Parties with respect to the subject matter hereof and shall not be modified, supplemented, or repealed except by a writing signed by each of the Parties. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as specifically set forth in this Agreement. All prior discussions, written communications, agreements, including the License and Assignment of Rights Agreement, and negotiations with respect to the subject matter hereof have been merged and integrated into and are superseded by this Agreement.

6.3 **Assignment**. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, each of which such successors and assigns will be deemed to be a party hereto for all purposes hereof. This Agreement shall not be assigned by any Party except that any Party may assign all or any of its rights and obligations hereunder, to an Affiliate of such Party, or to a Person that acquires all of the capital stock or all or substantially all of the assets or business of such Party to which this Agreement relates.

6.4 **Governing Law**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such State.

6.5 **Authority; Due Execution**. Each Party represents and warrants to the other, that (a) it has full power and authority to enter into this Agreement and any agreements related hereto and, subject to the terms and conditions hereof, this Agreement, when executed, will be a valid and legally binding obligation of such Party according to its provisions; (b) the execution and performance of this Agreement will not constitute a breach of or an event of default under any agreement, contract, law or regulation to which such Party is or may be bound; and (c) the execution and performance of this Agreement has been duly authorized by all necessary corporate action.

6.6 **Third-Party Beneficiary**. For the avoidance of doubt, Boston Scientific shall be an intended third-party beneficiary of this Agreement and shall be entitled to enforce directly the assignments and transfers contained herein and the ongoing obligations of the Parties hereunder.

[Signature Pages Follow]

AS WITNESS, the Parties have caused this Agreement to be signed on the date first written above.

Macroplata, Inc.

By: _____

Name: Gregory Piskun, M.D.

Title: President

Macroplata Systems, LLC

By: _____

Name: Gregory Piskun, M.D.

Title: President

LumenR, LLC

By: _____

Name: Gregory Piskun, M.D.

Title: Chief Executive Officer

APPENDIX A
Issued Patents and Patent Applications

The Issued Patents and Patent Applications referred to in Section 1.4 of the Intellectual Property Assignment Agreement, dated November 1, 2016, shall include:

U.S. Filings	
Serial/Publication No.	**Filing Date**
U.S. Patent No. 9,039,601	August 25, 2009
U.S. Application No. 14/511,694 (U.S. Publication No. 2015-0045616)	October 10, 2014
U.S. Application No. 15/168,083	May 29, 2016
U.S. Patent No. 8,506,479	December 16, 2010
U.S. Patent No. 9,161,746	December 23, 2012
U.S. Application No. 14/732,749 (U.S. Publication No. 2015/0265818)	June 7, 2015
U.S. Application No. 14/738,863 (U.S. Publication No. 2015/0313584)	June 13, 2015
U.S. Application No. 15/173,455 (U.S. Publication No. 2011/0288538)	June 3, 2016
U.S. Application No. 14/866,695 (U.S. Publication No. 2016/0015252)	September 25, 2015
U.S. Patent No. 8,932,211	June 22, 2012
U.S. Patent No. 9,125,636	April 12, 2013
U.S. Patent No. 9,186,130	April 12, 2013
U.S. Application No. 14/506,666 (U.S. Publication No. 2015/0025314)	October 5, 2014
U.S. Application No. 15/230,455	August 7, 2016
U.S. Application No. 14/696,421 (U.S. Publication No. 2015/0223798)	April 25, 2015
U.S. Application No. 14/815,985 (U.S. Publication No. 2015/0335324)	August 1, 2015
U.S. Application No. 14/929, 214 (U.S. Publication No. 2016/0051128)	October 30, 2015
U.S. Patent No. 9,186,131	June 9, 2013
U.S. Application No. 14/678,949 (U.S. Publication No. 2015-0209024)	April 4, 2015
U.S. Application No. 14/745,396 (U.S. Publication No. 2015/0282800)	June 20, 2015
U.S. Application No. 14/752,908 (U.S. Publication No. 2015/0297209)	June 27, 2015
U.S. Application No. 15/201,398	July 2, 2016
U.S. Application No. 14/099,943 (U.S. Publication No. 2014/0142393)	December 7, 2013

U.S. Application No. 14/622,831 (U.S. Publication No. 2015-0157192)	February 14, 2015
U.S. Application No. 14/714,287 (U.S. Publication No. 2015/0272564)	May 16, 2015
U.S. Application No. 15/148,999	May 16, 2016
U.S. Application No. 15/261,930	September 10 2016

Foreign Filings	
Serial/Publication No.	**Filing Date**
Canadian Publication No. 2,783,252	June 6, 2012
Chinese Publication No. 2010/80057201.5	June 15, 2012
European Publication No. 10842611.5	July 26, 2012
Korean Publication No. 10-2012-701840	July 13, 2012
Japanese Publication No.: 2012/544833 Japanese Patent No. 5,852,008	June 11, 2012
Australian Publication No. 2013/277448	December 18, 2014
Canadian Publication No. 2,883,783	December 16, 2014
Chinese Publication No. 2013/80033096.5	December 22, 2014
European Publication No. 13735103.7	January 15, 2015
Japanese Publication No. 2015/518501	December 15, 2014
Korean Publication No. 10-2015-7001534	January 20, 2015
Australian Publication No. 2014278600	December 18, 2015
Canadian Publication No. 2,915,935	November 17, 2015
Chinese Publication No. 201480032680.3	December 8, 2015
European Publication No. 14733912.1	January 6, 2016
Japanese Publication No. 2016-518367	December 8, 2015
Korean Publication No. 10-2016-7000338	January 7, 2016
PCT Publication No 2016/16911	February 16, 2016
PCT Publication No. 2016/31355	May 16, 2016

APPENDIX B
Assignment of Patents and Patent Applications