

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atritech, Inc.		03/02/2011	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boston Scientific Scimed, Inc.		
Street Address:	One Scimed Place		
City:	Maple Grove		
State/Country:	MINNESOTA		
Postal Code:	55311		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77827353	A DEVICE ALTERNATIVE TO WARFARIN THERAPY	
Serial Number:	75897150	ATRITECH	
Serial Number:	78081483	WATCHMAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	763-494-1722		
Email:	michelle.anderson@bsci.com		
Correspondent Name:	Michelle R. Anderson		
Address Line 1:	One Scimed Place		
Address Line 4:	Maple Grove, MINNESOTA 55311		
ATTORNEY DOCKET NUMBER:	Atritech to BSSI.Assign		
NAME OF SUBMITTER:	Michelle R. Anderson		
SIGNATURE:	/michelleranderson/		
DATE SIGNED:	09/18/2018		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of March 2, 2011, by Atritech, Inc., a Delaware corporation ("Assignor"), to Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignee").

Background

WHEREAS, pursuant to a plan to restructure the operations of Assignor and consolidate the ownership of the intellectual property rights defined below under Assignee, Assignor desires to assign and transfer to Assignee all Assignor's interest in the intellectual property rights defined below, in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of March 2, 2011, Assignor distributed to its sole shareholder, Assignee, the intellectual property rights defined below (the "Dividend"); and

WHEREAS, this Assignment is necessary to effectuate the Dividend.

NOW, THEREFORE, in consideration of and subject to each of the covenants, terms and conditions hereinafter set forth, Assignor hereby agrees as follows:

ARTICLE I – DEFINITIONS.

Section 1.1 "Intellectual Property Rights" means:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, including but not limited to the patents and patent applications listed on Schedule A;
- (b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, including but not limited to the trademarks and trademark applications listed on Schedule B;
- (c) rights in copyrightable subject matter or protectable designs;
- (d) trade secrets;
- (e) know-how; and
- (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, including those Assignor's rights that relate to core technologies, developed technologies or purchased research and development.

Section 1.2 "Company Intellectual Property Rights" means Intellectual Property Rights owned by Assignor and used or held for use by Assignor in its business as presently conducted or proposed to be conducted.

Section 1.3 "Licensed-In Intellectual Property Rights" means Intellectual Property Rights owned by a third party that are used or held for use by Assignor in its business as presently conducted or proposed to be conducted.

Section 1.4 "Software" means computer programs or data in computerized form, whether in object code, source code or other form.

ARTICLE II – ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys unto Assignee

(a) All patents included as part of Company Intellectual Property Rights together with the invention(s) disclosed therein, including each and every patent which is granted on any application which is a division, substitution or continuation of said patents, all patents which claim priority to said patents, and all associated rights under the International Convention;

(b) All other Company Intellectual Property Rights, including (without limitation) all Licensed-In Intellectual Property Rights (but solely to the extent transfer is permitted by applicable agreements) and rights in Software; and

(c) The rights assigned under Section 2.1(a) and Section 2.1(b) above include each and every reissue, re-examination or extension of any patent, any and all causes of action and rights of recovery for past or future infringements of the patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership.

Section 2.2 Cooperation in Transfer. Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed. Nothing herein shall effect the transfer or assignment of any agreement or other Company Intellectual Property Rights to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Company Intellectual Property Rights, but the Assignor shall take such actions as are necessary to place Assignee, to the extent possible, in the same position economically as if such agreement or other Company Intellectual Property Rights had been transferred as contemplated hereby.

ARTICLE III – MISCELLANEOUS.


Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Agreement.

Section 3.2 Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors, assigns and/or other legal representatives.

Section 3.3 Entire Agreement. This Assignment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the above subject matter hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

Aritech, Inc.

By  _____
Daniel J. Brennan
Vice President and Corporate Controller

SCHEDULE A

Atritech Patents and Patent Applications

See attached list

Schedule A

The Assignor has the following patents and patent applications:

Country	Title	Application No. Patent No.	Filing Date
EP	Filter Mesh for Preventing Passage of Embolic Material from an Atrial Appendage	99960236.0	
US	Method and Device for Left Atrial Appendage Occlusion	09/187,200 6,152,144	11/06/1998
US	Method and Apparatus for Closing a Body Lumen	09/399,521 6,231,561	09/20/1999
Japan	Filter Apparatus for Ostium of Left Atrial Appendage	2001-532669	10/26/1999
US	Barrier Device for Ostium of Left Atrial Appendage	09/428,008 6,551,303	10/27/1999
US	Method and Device for Left Atrial Appendage Occlusion	09/435,562 7,128,073	11/08/1999
Australia	Method and Device for Left Atrial Appendage Occlusion	17153/00 771096	11/08/1999
Canada	Method and Device for Left Atrial Appendage Occlusion	2,349,667 2,349,667	11/08/1999
China	Method and Device for Left Atrial Appendage Occlusion	99815453.9	11/08/1999
Hong Kong	Method and Device for Left Atrial Appendage Occlusion	02107141.1 HI1045452	11/08/1999
US	Method and Apparatus for Closing a Body Lumen	09/447,390 6,419,669	11/22/1999
US	Method and Apparatus for Closing Intracardiac Septal Defects	09/444,904 6,290,674	11/22/1999
US	Transluminal Anastomosis Method and Apparatus	09/482,986 6,328,727	01/11/2000
US	Method for Accessing the Left Atrium of the Heart by Locating the Fossa Ovals	09/549,218 6,650,923	04/13/2000
US	Filter Apparatus for Ostium of Left Atrial Appendage	09/614,091 6,689,150	07/11/2000
US	Barrier Device for Covering the Ostium of Left Atrial Appendage	09/642,291 6,652,555	08/18/2000
Australia	Method and Apparatus for Closing a Body Lumen	75975/00 771470	09/20/2000
China	Method and Apparatus for Closing a Body Lumen	00813088.4 ZL00813088.4	09/20/2000
EP	Method and Apparatus for Closing a Body Lumen	00965226.4 1225948	09/20/2000
EP	Barrier Device for Ostium of Left Atrial Appendage	986816.7 1225843	10/23/2000

India	Barrier Device for Ostium of Left Atrial Appendage	IN/PCT/2002/00509 206185	10/23/2000
US	Filter Apparatus for Ostium of Left Atrial Appendage	09/697,628 6,652,556	10/26/2000
Australia	Filter Apparatus for Ostium of Left Atrial Appendage	1232701 779358	10/26/2000
Canada	Filter Apparatus for Ostium of Left Atrial Appendage	2,388,600	10/26/2000
EP	Filter Apparatus for Ostium of Left Atrial Appendage	973875.8 1227770	10/26/2000
India	Filter Apparatus for Ostium of Left Atrial Appendage	IN/PCT/2002/00453 203221	10/26/2000
Israel	Filter Apparatus for Ostium of Left Atrial Appendage	149132	10/26/2000
US	Method and Apparatus for Closing a Body Lumen	09/707,293 6,641,557	11/03/2000
US	Method of Reducing the Volume of the Heart	09/825,647 6,561,969	04/04/2001
US	Anastomosis Catheter	09/903,890 6,702,825	07/11/2001
US	Transluminal Anastomosis Method and Aparatus	09/903,970 6,436,088	07/11/2001
US	Method and Apparatus for Closing a Subcutaneous Tissue Opening	09/903,900 6,436,088	07/12/2001
US	Atrial Septal defect Closure Catheter	09/904,959 6,458,100	07/13/2001
US	Method of Closing an Opening in a Wall of the Heart	09/904,790 6,712,804	07/13/2001
US	Apparatus for Implanting devices in Atrial Appendages	09/960,749 7,169,164	09/21/2001
US	Method of Implanting a Device in the Left Atrial Appendage	10/033,371 7,044,134	10/19/2001
US	Method for Accessing the Left Atrial Appendage	10/100,270 7,056,294	03/15/2002
US	Cardiac Implant Device Tether System	10/198,261 7,011,671	07/16/2002
EP	Adjustable Left Atrial Appendage Occlusion Device	02801803.4	10/21/2002
Canada	Adjustable Left Atrial Appendage Occlusion Device	2,463,884	10/21/2002
US	Barrier Device for Ostium of Left Atrial Appendage	10/308,032 6,949,113	12/03/2002
US	Atrial Appendage Blood Filtration Systems	10/351,736	01/24/2003
Canada	Atrial Appendage Blood Filtration Systems	2,474,324	01/24/2003
EP	Atrial Appendage Blood Filtration Systems	3913300.6	01/24/2003

Japan	Atrial Appendage Blood Filtration Systems	2003-563430 4328209	01/24/2003
US	Barrier Device for Ostium of Left Atrial Appendage	10/397,311 6,730,108	03/27/2003
US	Detachable Atrial Appendage Occlusion Balloon	10/426,130 7,713,282	04/28/2003
US	Left Atrial Appendage Occlusion Device with Active Expansion	10/426,107 7,597,704	04/28/2003
US	Adjustable Left Atrial Appendage Implant Deployment System	10/441,492 7,152,605	05/16/2003
US	Adjustable Left Atrial Appendage Implant	10/441,468	05/19/2003
US	Method of Removing an Implanted Device	10/441,718 7,192,439	05/19/2003
US	Implant Retrieval System	10/441,600	05/19/2003
US	System and Method for Delivering a Left Atrial Appendage Containment Device	10/642,384 7,735,493	08/15/2003
US	Device for Containing Embolic Material in the LAA Having a Plurality of Tissue Retention	10/641,818 6,994,092	08/15/2003
US	Filter Apparatus for Ostium of Left Atrial Appendage	10/644,388 7,727,189	08/19/2003
US	Filter Apparatus for Ostium of Left Atrial Appendage	10/656,647	09/04/2003
US	Method and Device for Left Atrial Appendage Occlusion	10/674,553	09/30/2003
US	Method and Apparatus for Closing a Body Lumen	10/695,799 7,115,110	10/30/2003
US	System for Left Atrial Appendage Occlusion	10/768,717	01/30/2004
US	Method of Closing an Opening in a Wall of the Heart	10/810,990 7,780,683	03/26/2004
US	Method for Left Atrial Appendage Occlusion	10/830,964	04/22/2004
EP	Left Atrial Appendage Occlusion device with Active Expansion	04750428.7	04/22/2004
US	Method of Securing Tissue	10/861,691 7,025,756	06/04/2004
EP	System and Method for Delivering a Left Atrial Appendage Containment Device	04781145.0 1,659,988	08/13/2004
EP	Filter Apparatus for Ostium of Left Atrial Appendage	4020861.3	09/02/2004
US	Barrier Device for Ostium of Left Atrial Appendage	10/948,217	09/24/2004
US	Method of Closing an Opening in a Wall of the Heart	10/997,804 7,549,983	11/24/2004
US	System and Method for Delivering a Left Atrial Appendage Containment Device	11/003,696	12/03/2004

EP	System and Method for Delivering a Left Atrial Appendage Containment Device	04822666.2	12/03/2004
US	Filter Mesh for Preventing Passage of Embolic Material from an Atrial Appendage	11/009,392 7,722,641	12/08/2004
US	Expandable Implant Devices for Filtering Blood Flow from Atrial Appendages	11/185,425	07/19/2005
US	Method and Apparatus for Accessing the Left Atrial Appendage	11/228,986	09/16/2005
US	Intracardiac Cage and Method of Delivering Same	11/229,313	09/16/2005
US	Method of Closing an Opening in a Wall of a Heart	11/401,199 7,427,279	04/10/2006
US	Method of Securing a Graft	11/401,036	04/10/2006
US	Method of Implanting a Device in the Left Atrial Appendage	11/434,012	05/15/2006
EP	Intracardiac Cage and Method of Delivering Same	06814751.1	09/15/2006
US	Method and Device for Left Atrial Appendage Occlusion	11/529,707	09/27/2006
US	Method and Apparatus for Retrieving an Embolized Implant, Particularly from the Left Atrial Appendage	11/607,638	12/01/2006
US	Method and Device for Left Atrial Appendage Occlusion	11/607,253	12/01/2006
US	Method and Apparatus for Recapturing an Implant from the Left Atrial Appendage	11/607,266	12/01/2006
US	Method for Accessing the Left Atrial Appendage with a Balloon-Tipped Transeptal Sheath	11/607,769	12/01/2006
US	Method of Closing an Opening in a Wall of the Heart	11/880,265	07/20/2007
US	Device and Method for Occluding the Left Atrial Appendage	12/583,744	08/25/2009
Japan	Filter Apparatus for Ostium of Left Atrial Appendage	2010-203790	10/07/2010


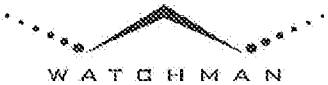
SCHEDULE B

Atritech Trademarks and Trademark Applications

See attached list

Schedule B

The Assignor has the following trademarks and trademark applications:

Mark Country	Serial No.	Registration Date	Registration No.
A Device Alternative to Warfarin Therapy USA	77/827,353	10/5/2010	3858480
ATRITECH European Union	11699545	9/3/2001	11699545
ATRITECH USA	75/897,150	5/10/2005	2948251
WATCHMAN AU	904695	7/22/2002	904695
WATCHMAN CA	1,249,971	6/9/2003	8/2/2007
WATCHMAN CN	3102155	6/7/2003	3102155
WATCHMAN European Union	2591170	9/17/2003	2591170
WATCHMAN IN	1083886	9/15/2005	1083886
WATCHMAN JP	2002-015252	8/23/2002	4599061
WATCHMAN USA	78/081,483	5/6/2003	2714672
WATCHMAN & Design  IL	176009	5/7/2006	176009
WATCHMAN Logo  IL	208702	7/6/2009	208702