

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IOGYN, INC.		12/01/2014	Corporation:
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: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4739444	SYMPHION	
CORRESPONDENCE DATA			
Fax Number:	6123599349		
<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:	612-677-9050		
Email:	docketing@stwiplaw.com		
Correspondent Name:	Seager, Tufte & Wickhem LLP		
Address Line 1:	100 South 5th Street, Suite 600		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	1495.4005101		
NAME OF SUBMITTER:	Tracy L. Knop		
SIGNATURE:	/tracy l. knop/		
DATE SIGNED:	10/28/2020		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of December 1, 2014, by IOGYN, 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 certain intellectual property rights under Assignee, Assignor desires to assign and transfer to Assignee all of Assignor's interest in such intellectual property rights in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of the date hereof, Assignor distributed to its sole shareholder, Assignee, such intellectual property rights (the "Distribution"); and

WHEREAS, this Assignment is necessary to effectuate the Distribution.

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 any intellectual property of any type or nature in any jurisdiction throughout the world, including:

- (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 hereto, together with the invention(s) disclosed therein, including all issuances, reissues, extensions, reexaminations, renewals, divisions, substitutions, continuations or continuations-in-part of such patents, all patents which claim priority to said patents and all associated rights under the International Convention;
- (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 hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (c) rights in copyrightable subject matter or protectable designs, including, but not limited to, copyrights and copyright applications;
- (d) trade secrets, know-how, formulae, methods, techniques, and processes;
- (e) computer programs or data in computerized form, whether in object code, source code or other form; 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 Assignor's rights that relate to core technologies, developed technologies or purchased research and development.

Section 1.2 "Company Intellectual Property Rights" means Assignor's entire right, title and interest in and to Intellectual Property Rights.

Section 1.3 "Licensed-In Intellectual Property Rights" means Assignor's entire right, title and interest in and to Intellectual Property Rights that are owned by a third party and licensed or granted to Assignor.

ARTICLE II- ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

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

- (a) the Company Intellectual Property Rights;
- (b) the Licensed-In Intellectual Property Rights (but solely to the extent transfer is permitted by applicable agreements); and
- (c) all benefits, privileges, causes of action, common law rights, and remedies relating to the foregoing throughout the world, including, without limitation, all of Assignor's rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement or other violation thereof and (iii) grant licenses or other interests therein.

Section 2.2 Recordation and Cooperation in Transfer. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment. 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.

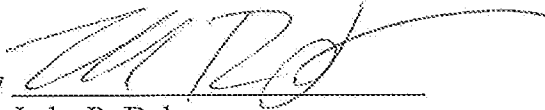
Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

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.

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

IOGYN, Inc.

By



Luke R. Dohmen

Vice President – Patent Legal

Schedule A
IOGYN Patents and Patent Applications

<u>Docket#</u>	<u>Country</u>	<u>Type</u>	<u>App #</u>	<u>Filed</u>	<u>Patent #</u>	<u>Issued</u>
14-0641PV01	US	Prov - ORG	61/474,164	4/11/2011		
14-0641PV02	US	Prov - ORG	61/501,438	6/27/2011		
14-0641US01	US	Utility - NPNEW	13/442,686	4/9/2012		
14-0642EP01	EP	Utility - NSPCT	12803048.3	6/22/2012		
14-0642IN01	IN	Utility - NSPCT	11193/DELNP/2013	6/22/12		
14-0642PV01	US	Prov - ORG	61/501,106	6/24/2011		
14-0642PV02	US	Prov - ORG	61/531,985	9/7/2011		
14-0642US01	US	Utility - NPNEW	13/277,913	10/20/2011	8,512,326	8/20/2013
14-0642US02	US	Utility - DIV	13/910,873	6/5/2013	8,728,066	5/20/2014
14-0642US03	US	Utility - CON	14/249,032	4/9/2014		
14-0642WO01	WO	Utility - ORG	PCT/US2012/043892	6/22/2012		
14-0643PV01	US	Prov - ORG	61/501,101	6/24/2011		
14-0643US01	US	Utility - NPREG	13/531,309	6/22/2012		
14-0643WO01	WO	Utility - ORG	PCT/US2012/043891	6/22/2012		
14-0644EP01	EP	Utility - NSPCT	EP12804526.7	6/28/2012		
14-0644IN01	IN	Utility - NSPCT	11212/DELNP/2013	6/28/12		
14-0644PV01	US	Prov - ORG	61/502,750	6/29/2011		
14-0644PV02	US	Prov - ORG	61/503,497	6/30/2011		
14-0644US01	US	Utility - NPNEW	13/534,908	6/27/2012		
14-0644WO01	WO	Utility - ORG	PCT/US2012/044609	6/28/2012		
14-0645PV01	US	Prov - ORG	61/505,000	7/6/2011		
14-0645US01	US	Utility - NPREG	13/540,396	7/2/2012		
14-0645WO01	WO	Utility - ORG	PCT/US2012/045428	7/3/2012		
14-0646PV01	US	Prov - ORG	61/530,314	9/1/2011		
14-0646PV02	US	Prov - ORG	61/534,256	9/13/2011		
14-0646PV03	US	Prov - ORG	61/538,588	9/23/2011		
14-0646PV04	US	Prov - ORG	61/541,803	9/30/2011		
14-0646PV05	US	Prov - ORG	61/556,646	11/7/2011		
14-0646US01	US	Utility - NPNEW	13/599,928	8/30/2012		
14-0647EP01	EP	Utility - NSPCT	EP12833430.7	9/24/12		
14-0647PV01	US	Prov - ORG	61/538,034	9/22/2011		
14-0647PV02	US	Prov - ORG	61/539,865	9/27/2011		
14-0647PV03	US	Prov - ORG	61/597,000	2/9/2012		
14-0647US01	US	Utility - NPNEW	13/624,760	9/21/12		
14-0647WO01	WO	Utility - ORG	PCT/US2012/056936	9/24/12		
14-0648AU01	AU	Utility - NSPCT	2012332231	11/2/12		
14-0648CA01	CA	Utility - NSPCT	2,856,989	11/2/12		

14-0648CN01	CN	Utility - NSPCT	2012800659323	11/2/12		
14-0648EP01	EP	Utility - NSPCT	12845636.5	11/2/12		
14-0648PV01	US	Prov - ORG	61/555,655	11/4/11		
14-0648US01	US	Utility - NPREG	13/664,177	10/30/12		
14-0648WO01	WO	Utility - ORG	PCT/US2012/063406	11/2/12		
14-0649AU01	AU	Utility - NSPCT	2013209409	1/20/13		
14-0649CA01	CA	Utility - NSPCT	2,861,327	1/20/13		
14-0649CN01	CN	Utility - NSPCT	201380015327.X	1/20/13		
14-0649EP01	EP	Utility - NSPCT	13738378.2	1/20/13		
14-0649JP01	JP	Utility - NSPCT	not reported yet	1/20/13		
14-0649PV01	US	Prov - ORG	61/589,168	1/20/12		
14-0649PV02	US	Prov - ORG	61/635,803	4/19/12		
14-0649PV03	US	Prov - ORG	61/659,312	6/13/12		
14-0649US01	US	Utility - NPNEW	13/745,439	1/18/13		
14-0649WO01	WO	Utility - ORG	PCT/US2013/022559	1/20/13		
14-0650PV01	US	Prov - ORG	61/716,049	10/19/12		
14-0650US01	US	Utility - NPREG	14/053,434	10/14/13		
14-0651PV01	US	Prov - ORG	61/809,681	4/8/13		
14-0651US01	US	Utility - NPREG	14/247,649	4/8/14		
14-0651WO01	WO	Utility - ORG	PCT/US2014/033390	4/8/14		
14-0653PV01	US	Prov - ORG	61/816,371	4/26/13		
14-0653US01	US	Utility - NPREG	14/249,161	4/9/14		
14-0653WO01	WO	Utility - ORG	PCT/US2014/035350	4/24/14		
14-0654PV01	US	Prov - ORG	61/896,489	10/28/13		
14-0654US01	US	Utility - NPREG	14/168,248	1/30/14		
14-0654WO01	WO	Utility - ORG	PCT/US2014/062413	10/27/14		

Schedule B
IOGYN Trademarks and Trademark Applications

Citation	Source	Application Number	Filing Date/ Publication Date	Class	Goods and Services
ARIEL	USPTO	85/707,061	Filing Date: 8/17/2012 Publication Date: 1/22/2013	10	INT. CL. 10 MEDICAL AND SURGICAL DEVICES, NAMELY ELECTROSURGICAL PROBES FOR ELECTROSURGICALLY CUTTING, COAGULATING AND/OR RESECTING TISSUE AND FOR IRRIGATION AND ASPIRATION OF FLUIDS AND TISSUE
SYMPHION	USPTO	85/707,057	Filing Date: 8/17/2012 Publication Date: 8/20/2013	10	INT. CL. 10 MEDICAL AND SURGICAL ELECTROSURGICAL CONTROLLERS FOR USE WITH ELECTROSURGICAL DEVICES IN GENERAL SURGERY AND RESECTION OF TISSUE; SAID ELECTROSURGICAL CONTROLLERS COMPRISING A POWER SUPPLY FOR GENERATING ENERGY FOR CUTTING, COAGULATION AND RESECTION OF TISSUE, AN INFUSION PUMP AND AN ASPIRATION PUMP
INFINITY	USPTO	85/707,062	Filing Date: 8/17/2012 Publication Date: 9/3/2013	10	INT. CL. 10 MEDICAL AND SURGICAL FLUID MANAGEMENT SYSTEM, NAMELY, FILTERS, TUBINGS, SHEATHS, INTRODUCERS, INFUSION TUBES, ASPIRATION TUBES, PRESSURE SENSORS, AND TISSUE COLLECTION CONTAINERS FOR DELIVERY OF FLUID AND DISTENSION OF A BODY CAVITY FOR USE IN GYNECOLOGICAL AND UROLOGICAL APPLICATIONS