

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606374

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BOSTON SCIENTIFIC SCIMED, INC.		04/29/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MINERVA SURGICAL, INC.		
<b>Street Address:</b>	4255 Burton Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4084429	GENESYS HTA	
<b>Registration Number:</b>	3986140	GENESYS HTA PROCERVA	
<b>Registration Number:</b>	4739444	SYMPHION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	612-677-9050		
<b>Email:</b>	docketing@stwiplaw.com		
<b>Correspondent Name:</b>	Seager, Tufte & Wickhem LLP		
<b>Address Line 1:</b>	100 South 5th Street, Suite 600		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	1495.4000101		
<b>NAME OF SUBMITTER:</b>	Tracy L. Knop		
<b>SIGNATURE:</b>	/tracy l. knop/		
<b>DATE SIGNED:</b>	11/02/2020		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of the 11<sup>th</sup> day of May, 2020 (the "Effective Time"), by Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignor"), in favor of Minerva Surgical, Inc., a Delaware 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 April 28, 2020 (the "Purchase Agreement"), by and between Assignor, Assignee and the other parties thereto.

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

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

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 promptly execute and/or has executed all documents, instruments and papers and to perform all acts, without any additional consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing right, title and interest, 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. This Assignment is given to further evidence (and give immediate effect to) the transfers and assignments of the interests assigned hereby contemplated by the Purchase Agreement upon the terms and conditions specified therein and herein. 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.

All Exhibits attached hereto are hereby made a part hereof and incorporated herein by reference.

All notices and other communications to be given under the terms of this Assignment or which any of the parties desire to give hereunder shall be made in accordance with Section 8.02 (Notices) of the Purchase Agreement, which is incorporated herein by reference.

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 as of the date set forth in the acknowledgment below to be effective for all purposes as of the Effective Time.

**BOSTON SCIENTIFIC SCIMED, INC.**

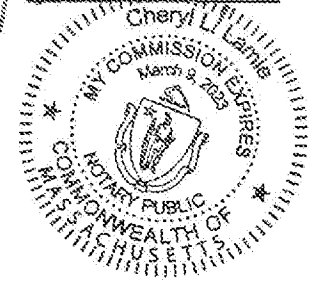
By: [Signature]  
Name: Vance Brown  
Title: Vice President and Secretary

STATE OF Massachusetts  
COUNTY OF Norfolk

On this the 23<sup>rd</sup> day of April, 2020, before me appeared Vance Brown, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

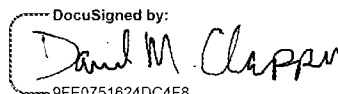
[Signature]  
Notary Public

My commission expires March 9, 2023



IN WITNESS WHEREOF, Assignee has executed this Assignment as an instrument under seal effective as of the Effective Time.

**MINERVA SURGICAL, INC.**

DocuSigned by:  
  
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By: \_\_\_\_\_

Name: David Clapper

Title: President and Chief Executive

Officer

## EXHIBIT A

### Trademarks

(a) License to use the SPINRTM and MIXRTM trademarks, which belong to and are associated with products sold by Distal Access, LLC.

(b)

Mark/Title	Country	Registration No.	Class	Status
GENESYS HTA	United States of America	78/615,028	10	Abandoned
GENESYS HTA	Switzerland	58455/2005	10	Registered
GENESYS HTA	Australia	1080971	10	Registered
GENESYS HTA	Canada	1,275,702	10	Registered
GENESYS HTA	European Union	4658308		Registered
GENESYS HTA	Norway	200511197	10	Registered
GENESYS HTA	United States of America	77/896,684	10	Registered
GENESYS HTA PROCERVA	United States of America	77/585,092	10	Registered
GENESYS HTA PROCERVA	Canada	1,430,952	10	Registered
GENESYS HTA PROCERVA	European Union	8155137	10	Registered
GENESYS PROCERVA (set)	United States of America	77/582,299	10	Abandoned
GENESYS PROCERVA (sheath)	United States of America	77/582,389	10	Abandoned
HTA	Philippines	123959	10	Abandoned
HTA	New Zealand	267012	10	Registered
HTA	Republic of Korea	4.01996E+12	10	Registered
HTA	Japan	H08-121349	10	Registered
HTA	Israel	107421	10	Registered
HTA	Mexico	274969	10	Registered
HTA	Venezuela	1997-003036	10	Expired
HTA	Taiwan R.O.C.	85046989	10	Registered
HTA	Australia	717367	10	Registered
HTA	Argentina	2066035	10	Registered
HTA	European Union	311258	10	Pending
HTA	Chile	367234	10	Registered
HTA	Canada	823,130	10	Registered
HTA	Brazil	819842095	10	Registered
HTA	Bolivia	0761-1997	10	Registered
HTA	United States of America	74/634,812	10	Lapsed
HTA	Switzerland	01260/1998	10	Registered
HTA	China	1141200	10	Registered
HTA	Philippines	4-2008-000705	10	Registered
HTA PROCERVA	United States of America	77/582,261	10	Registered
HTA PROCERVA	United States of America	77/582,361	10	Registered

HTA PROCERVA (set)	Canada	1,430,951	10	Registered
HTA PROCERVA (set)	European Union	8155178	10	Registered
HTA PROCERVA (sheath)	European Union	8152977	10	Registered
HTA PROCERVA (sheath)	Canada	1,430,765	10	Registered
HYDRO-THERMAL ABLATOR HTA 2500	United States of America	74/634,814	10	Abandoned
RESECTR	United States of America	87/221,846	10	Abandoned
SYMPHION	United States of America	85/707,057	10	Registered
SYMPHION	International Bureau (WIPO)	Temporary. A0048581	10	Registered
SYMPHION	Canada	1,716,606	10	Registered
SYMPHION	Brazil	909033439	10	Registered