

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMcision Limited		11/30/2018	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Boston Scientific Limited		
Street Address:	The Financial Services Centre, Bishop's Court Hill		
City:	St. Michael		
State/Country:	BARBADOS		
Postal Code:	BB14004		
Entity Type:	Private Limited Company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3906045	HABIB	
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:	7632211126		
Email:	michelle.anderson@bsci.com		
Correspondent Name:	Michelle Anderson		
Address Line 1:	7158 Queens Ct. NE		
Address Line 4:	Otsego, MINNESOTA 55330		
ATTORNEY DOCKET NUMBER:	HABIB		
NAME OF SUBMITTER:	Michelle R. Anderson		
SIGNATURE:	/michelleranderson/		
DATE SIGNED:	05/20/2021		
Total Attachments: 9			
source=IP Assignment 11.30.18#page1.tif			
source=IP Assignment 11.30.18#page2.tif			
source=IP Assignment 11.30.18#page3.tif			
source=IP Assignment 11.30.18#page4.tif			

CH \$40.00 3906045

source=IP Assignment 11.30.18#page5.tif

source=IP Assignment 11.30.18#page6.tif

source=IP Assignment 11.30.18#page7.tif

source=IP Assignment 11.30.18#page8.tif

source=IP Assignment 11.30.18#page9.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of November 30, 2018, by EMCision Limited, a UK private limited company ("Assignor"), to Boston Scientific Limited, an Irish private limited company ("Assignee").

Background

WHEREAS, pursuant to and in order to effectuate a separate Intellectual Property Transfer Agreement between Assignor and Assignee (the "Transfer Agreement"), 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;

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

ARTICLE I – DEFINITIONS.

Section 1.1 "Intellectual Property Rights" means any intellectual and industrial property rights of any type or nature in any jurisdiction throughout the world, including without limitation:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, 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, 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, whether or not registered or registrable and including all applications (or rights to apply) for and renewals and extensions of such rights.

Section 1.2 "EMCision Intellectual Property" means Assignor's entire right, title and interest in and to Intellectual Property Rights that are owned by Assignor, including, but not limited

to, the patents and patent applications listed on Schedule A and the trademark and trademark applications listed on Schedule B.

Section 1.3 "Licensed-In Intellectual Property" means Assignor's entire right, title and interest in or 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. For the consideration set out in the Transfer Agreement, Assignor hereby assigns, transfers and conveys absolutely unto Assignee:

(a) all its right, title and interest in the EMcision Intellectual Property free from all encumbrances;

(b) all its right, title and interest in the Licensed-In Intellectual Property (but solely to the extent transfer is permitted by the 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, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) 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 Licensed-In Intellectual Property to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Licensed-In Intellectual Property, 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 Licensed-In Intellectual Property 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.

Section 3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of Ireland.

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


EMcision Limited

By 

Mark R. Slicer
Director

Accepted and agreed:

Boston Scientific Limited

By 

Douglas J. Cronin
Director

Schedule A

EMcision Patents and Patent Applications

Country	Title	Application No. Patent No.	Filing Date
PCT	Surgical resection device	PCT/GB2004/004111	9/28/2004
US	Surgical resection device	US 10/953,989	9/29/2004
EP	Surgical resection device	EP 20040768654	9/28/2004
JP	Surgical resection device	JP 2007507247A JP 4892347(B2)	9/28/2004
CN	Surgical resection device	CN 200480031803.8 CN 184733B	9/28/2004
CA	Surgical resection device	CA 2540487A1	9/28/2004
IN	Surgical resection device	1778/DELNP/2006 267122	9/28/2004
US	Liver surgery	US 10/106,858 US 6,694,984 B2	3/27/2002
PCT	Applicator for microwave radiation treatment	PCT/GB99/02559	8/4/1999
US	Applicator for microwave radiation treatment	US 09/762,285 US 6,628,990 B1	8/4/1999
US	Applicator for microwave radiation treatment	US 10/625,232	7/22/2003
US	Applicator for microwave radiation treatment	US 11/055,858	7/22/2003
US	Electrosurgical device for restricting loss of blood during surgery	US 12/858,519	8/18/2010
US	Method of using electrosurgical device for restricting loss of blood during surgery	US 12/882,612	9/15/2010
US	Method of using electrosurgical device for restricting loss of blood during surgery	US 13/849,848 US 8,753,342 B2	3/25/2013
JP	Applicator for microwave radiation treatment	JP 20000563347 JP 4180242B2	8/4/1999
EP	Applicator for microwave radiation treatment	EP 19990936873 EP 1100585 B1	8/4/1999
EP	Applicator for microwave radiation treatment	EP 20040077808.6	8/4/1999
DE	Applicator for microwave radiation treatment	99936873.1 1100585	8/4/1999
FR	Applicator for microwave radiation treatment	99936873.1 1100585	8/4/1999
UK	Applicator for microwave radiation treatment	99936873.1 1100585	8/4/1999
CA	Device for use in surgery	CA 19992339496	8/1/1999
US	Device and method for the treatment of tumours	US 12/281,878	3/5/2007
PCT	Device and method for the treatment of tumours	PCT/GB07/00768	3/5/2007
JP	Device and method for the treatment of tumours	JP 2009528877A	3/5/2007

EP	Device and method for the treatment of tumours	EP 20070712835	3/5/2007
CA	Device and method for the treatment of tumours	CA 20072645036	3/5/2007
US	Methods for restoring patency	US 61/301,994	2/5/2010
US	Methods for restoring patency	US 61/302,434	2/8/2010
US	Methods for restoring patency	US 13/019,911	2/2/2011
US	Methods for restoring patency	US 16/001,505	6/6/2018
CN	Vessel sealing device and methods	CN 200780028106 CN101495048	5/23/2007
EP	Vessel sealing device and methods	EP 7732935.7	5/23/2007
IN	Vessel sealing device and methods	10442/DELNP/2008	5/23/2007
JP	Vessel sealing device and methods	JP 2009511577 JP 5096462	5/23/2007
RU	Vessel sealing device and methods	2008151150	5/23/2007
US	Vessel sealing device and methods	US 12/301,895	5/16/2010
PCT	Vessel sealing device and methods	PCT/GB2007/001914	5/23/2007
CN	Tissue ablator	CN 200780035033.8	7/23/2007
EP	Tissue ablator	EP 7766342.5	7/23/2007
IN	Tissue ablator	1238/DELNP/2009	7/23/2007
JP	Tissue ablator	JP 2009544347	7/23/2007
US	Tissue ablator	US 12/374,627	9/30/2009
PCT	Tissue ablator	PCT/GB2007/002793	7/23/2007
EP	Apparatus for administering therapy at a remote location in the body	EP 8700171.5	1/11/2008
US	Apparatus for administering therapy at a remote location in the body	US 12/522,721 US 8,357,153	12/9/2009
US	Apparatus for administering therapy at a remote location in the body	US 13/712,207	12/12/2012
PCT	Apparatus for administering therapy at a remote location in the body	PCT/GB2008/000084	1/11/2008
AT	Luminal remodeling device and methods	10788380.3 2496165	11/4/2010
CN	Luminal remodeling device and methods	CN 201080050067.6 CN 102686180B	11/4/2010
DE	Luminal remodeling device and methods	10788380.3 2496165	11/4/2010
EP	Luminal remodeling device and methods	EP 10788380.3 EP 2496165	11/4/2010
FR	Luminal remodeling device and methods	10788380.3 2496165	11/4/2010
UK	Luminal remodeling device and methods	10788380.3 2496165	11/4/2010
IT	Luminal remodeling device and methods	10788380.3 2496165	11/4/2010
US	Luminal remodeling device and methods	US 13/503,598 US 9,011,430	4/25/2012
PCT	Luminal remodeling device and methods	PCT/GB2010/051845	11/4/2010
CN	Enhanced ablation apparatus	CN 201180034529.X	6/24/2011

EP	Enhanced ablation apparatus	EP 11736441.4	6/24/2011
US	Enhanced ablation apparatus	US 13/806,073	4/24/2013
PCT	Enhanced ablation apparatus	PCT/GB2011/051204	6/24/2011
CN	Stents, devices for use with stents and methods relating thereto	CN 200880002128.4	1/11/2008
EP	Stents, devices for use with stents and methods relating thereto	EP 8701781	1/11/2008
IN	Stents, devices for use with stents and methods relating thereto	5089/DELNP/2009	1/11/2008
JP	Stents, devices for use with stents and methods relating thereto	JP 2010515512A	1/11/2008
US	Stents, devices for use with stents and methods relating thereto	US 12/521,516	9/15/2010
PCT	Stents, devices for use with stents and methods relating thereto	PCT/GB2008/000102	1/11/2008
IN	Device and method for the treatment of diseased tissue such as tumours	5087/DELNP/2009	1/11/2008
JP	Device and method for the treatment of diseased tissue such as tumours	JP 2009545233	1/11/2008
US	Device and method for the treatment of diseased tissue such as tumours	US 12/521,527	6/26/2009
PCT	Device and method for the treatment of diseased tissue such as tumours	PCT/GB2008/000093	1/11/2008
CN	Apparatus and method for treating tissue such as tumours	CN 200780018288	5/23/2007
EP	Apparatus and method for treating tissue such as tumours	EP 7732942.3	5/23/2007
IN	Apparatus and method for treating tissue such as tumours	10467/DELNP/2008	5/23/2007
JP	Apparatus and method for treating tissue such as tumours	JP 2009511578	5/23/2007
RU	Apparatus and method for treating tissue such as tumours	2008147545	5/23/2007
US	Apparatus and method for treating tissue such as tumours	US 12/297,844	2/3/2009
PCT	Apparatus and method for treating tissue such as tumours	PCT/GB2007/001921	5/23/2007
CA	Device and method for the treatment of diseased tissue such as tumours	CA 2600820	3/9/2006
CN	Device and method for the treatment of diseased tissue such as tumours	CN200680015242	3/9/2006
EP	Device and method for the treatment of diseased tissue such as tumours	EP 671043.8	3/9/2006
IN	Device and method for the treatment of diseased tissue such as tumours	7272/DELNP/2007	3/9/2006
JP	Device and method for the treatment of diseased tissue such as tumours	JP 2008500263	3/9/2006
RU	Device and method for the treatment of diseased tissue such as tumours	Unknown	3/9/2006

US	Device and method for the treatment of diseased tissue such as tumours	US 11/908,277	4/9/2008
PCT	Device and method for the treatment of diseased tissue such as tumours	PCT/GB2006/000828	3/9/2006
DE	Treatment using implantable devices	99934943.4 69920938.2	7/22/1999
EP	Treatment using implantable devices	99934943.4 1121046	7/22/1999
UK	Treatment using implantable devices	99934943.4 1121046	7/22/1999
JP	Implantable therapy device	JP 2000560937 JP4242567	7/22/1999
US	Treatment using implantable devices	US 09/744,292 US 6,668,197	3/27/2001
PCT	Treatment using implantable devices	PCT/GB1999/002393	7/22/1999
DE	Monitoring treatment using implantable telemetric sensors	99934939.2 69920942	7/22/1999
EP	Monitoring treatment using implantable telemetric sensors	99934939.2 1128871	7/22/1999
UK	Monitoring treatment using implantable telemetric sensors	99934939.2 1128871	7/22/1999
JP	Monitoring treatment using implantable telemetric sensors	JP 2000560936	7/22/1999
US	Monitoring treatment using implantable telemetric sensors	US 09/744,220	3/28/2001
PCT	Monitoring treatment using implantable telemetric sensors	PCT/GB1999/02389	7/22/1999

Schedule B

EMcision Trademarks and Trademark Applications

Mark Country	Serial No.	Registration Date	Registration No.
HABIB Argentina	2625391	10/25/2006	2123149
HABIB Australia	1038498	9/23/2005	1038498
HABIB Canada	1279619	12/9/2008	TMA730,545
HABIB China	866174	10/14/2005	866174
HABIB Egypt	179566	7/7/2007	179566
HABIB European Union Intellectual Property Office	004246245	4/10/2006	004246245
HABIB India	01391521	7/29/2008	1391521
HABIB Japan	2005-004690	10/30/2005	4897646
HABIB Madrid Protocol (TM)	866174	11/17/2005	866174
HABIB Republic of Korea	866174	2/16/2007	866174
HABIB Russian Federation	866174	10/14/2005	866174
HABIB Singapore	866174	10/14/2005	T05/22535H
HABIB Switzerland	866174	10/14/2005	866174
HABIB Taiwan	94050993	8/16/2006	01223068
HABIB Turkey	2005/51743	6/12/2006	2005 51743
HABIB United Arab Emirates	79923	1/24/2007	79162
HABIB United Kingdom	2312004	10/1/2002	2312004
HABIB United States of America	78/550007	7/10/2007	3263499
HABIB United States of America	76/686946	1/18/2011	3906045
HABIB Hong Kong	300511523	2/15/2006	300511523
ENDOBLATE China	915887	2/1/2007	915887

ENDOBLATE European Union Intellectual Property Office	005256268	8/14/2006	005256268
ENDOBLATE Japan	915887	2/1/2007	915887
ENDOBLATE Madrid Protocol (TM)	915887	2/1/2007	915887
ENDOBLATE United States of America	79/035374	2/1/2007	3540443
HEXABLATE China		2/1/2007	915886
HEXABLATE European Union Intellectual Property Office	005256251	8/14/2006	005256251
HEXABLATE Japan		2/1/2007	915886
HEXABLATE Madrid Protocol (TM)	915886	2/1/2007	915886
HEXABLATE United States of America	79/035373	2/1/2007	3540442
VesCoag European Union Intellectual Property Office	006385918	10/23/2007	006385918