# H \$40.00 4823

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM712680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Claret Medical, Inc.		08/01/2018	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: 1**

Property Type	Number	Word Mark
Registration Number:	4823646	SENTINEL

#### **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: Michelle R. Anderson
Address Line 1: ONE SCIMED PLACE

Address Line 4: MAPLE GROVE, MINNESOTA 55330

ATTORNEY DOCKET NUMBER:	Claret.Medical.Assign.
NAME OF SUBMITTER:	Michelle R. Anderson
SIGNATURE:	/michelleranderson/
DATE SIGNED:	03/07/2022

#### **Total Attachments: 6**

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of August 1, 2018, by Claret Medical, 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 "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 and Assignee hereby agree as follows:

#### ARTICLE I – DEFINITIONS.

- Section 1.1 "<u>Intellectual Property Rights</u>" 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

TRADEMARK REEL: 007652 FRAME: 0333 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 "<u>Claret Intellectual Property</u>" 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 trademarks and trademark applications listed on Schedule B.
- Section 1.3 "<u>Licensed-In Intellectual Property</u>" 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 <u>Assignment</u>. Assignor hereby assigns, transfers and conveys absolutely unto Assignee:
  - (a) all its right, title and interest in the Claret 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 <u>Representations and Warranties</u>. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

Section 3.2 <u>Binding Effect</u>. 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 <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

Claret Medical, Inc.

Mark R. Slicer

Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

Ву \_\_\_\_\_

Vance R. Brown

Vice President and Secretary

# Schedule A

# **Claret Patents and Patent Applications**

Country	Title	Serial No.	Patent No.	Filing Date
US	Intravascular Blood Filter	12/689,997	8,372,108	1/19/2010
US	Intravascular Blood Filters and Methods of Use	13/497,235	9,636,205	8/30/2010
US	Intravascular Blood Filters and Methods of Use	12/871,708	9,326,843	8/30/2010
US	Illuminated Intravascular Blood Filter	12/696,926	8,518,073	1/29/2010
US	Dual Endovascular Filter and Methods of Use	12/844,420	8,753,370	7/27/2010
US	Dual Endovascular Filter and Methods of Use	13/383,488	8,974,489	7/27/2010
US	Embolic Protection Device For Protecting the Cerebral Vasculature	13/338,914	9,492,264	12/28/2011
US	Aortic Embolic Protection Device	13/338,982	9,259,306	12/28/2011
US	Aortic Embolic Protection Device	14/996,117	9,980,805	1/14/2016
US	Method of Isolating the Cerebral Circulation During a Cardiac Procedure	13/338,916	9,055,997	12/28/2011
US	Deflectable Intravascular Filter	13/338,995	9,017,364	12/28/2011
US	Deflectable Intravascular Filter	14/662,172	9,943,395	3/18/2015
US	Steerable Dual Filter Cerebral Protection System	13/338,957	9,345,565	12/28/2011
US	Method of Accessing the Left Common Carotid Artery	13/338,966	8,876,796	12/28/2011
US	Vascular Filters, Deflectors, And Methods	14/693,763	9,566,144	4/22/2015
US	Intravascular Blood Filter	15/838,949		12/12/2017
US	Intravascular Blood Filters and Methods of Use	15/474,866		03/30/2017
US	Intravascular Blood Filters and Methods of Use	15/080,345		03/24/2016
US	Dual Endovascular Filter and Methods of Use	14/644,083		03/10/2015
US	Embolic Protection Device For Protecting the Cerebral Vasculature	15/289,012		10/07/2016
US	Method of Isolating the Cerebral Circulation During a Cardiac Procedure	14/703,805		05/04/2015
US	Vascular Filters, Deflectors, And Methods	15/399,470		01/05/2017
US	Systems And Methods For Protecting The Cerebral Vasculature	15/901,819		02/21/2018
US	Systems and Methods for Protecting the Cerebral Vasculature	62/577,870		10/27/2017
US	Systems for Protection of the Cerebral Vasculature During a Cardiac Procedure	62/607,801		12/19/2017
US	Method and Apparatus for Three Vessel Cerebral Embolic Protection	62/663,117		04/26/2018
DE	Intravascular Blood Filter	10732227.3	602010018554.0	1/16/2009

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DE	Intravascular Blood Filters and Methods of	10817657.9	2480165	9/21/2009
DE	Use	10017037.9	2400103	
EP	Intravascular Blood Filters and Methods of Use	10732227.3	2387427	1/16/2009
EP	Intravascular Blood Filters and Methods of Use	10817657.9	2480165	9/21/2009
ES	Intravascular Blood Filter	10732227.3	10732227	1/16/2009
FR	Intravascular Blood Filter	10732227.3	2387427	1/16/2009
FR	Intravascular Blood Filters and Methods of Use	10817657.9	2480165	9/21/2009
GB	Intravascular Blood Filter	10732227.3	2387427	1/16/2009
GB	Intravascular Blood Filters and Methods of Use	10817657.9	2480165	9/21/2009
IE	Intravascular Blood Filter	10732227.3	2387427	1/16/2009
IE	Intravascular Blood Filters and Methods of Use	10817657.9	2480165	9/21/2009
IT	Intravascular Blood Filter	10732227.3	5020140000022 56	1/16/2009
IT	Intravascular Blood Filters and Methods of Use	10817657.9	2480165	9/21/2009
NL	Intravascular Blood Filter	10732227.3	2387427	1/16/2009
NL	Intravascular Blood Filters and Methods of Use	10817657.9	2480165	9/21/2009
EPO	Intravascular Blood Filters and Methods of Use	17183591.1		07/27/2017
EPO	Illuminated Intravascular Blood Filter	10 736 479.6		01/29/2010
ЕРО	Intravascular Blood Filters and Methods of Use	11853281.1		07/29/2013
PCT	Systems And Methods For Protecting The Cerebral Vasculature	PCT/US2018/0 19052		02/21/2018

# Schedule B

# **Claret Trademarks and Trademark Applications**

Mark Country	Serial No.	Registration Date	Registration No.
CLARET MEDICAL US	86/080013	7/07/2015	4769448
SENTINEL US	86/379572	9/29/2015	4823646

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