

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Augmenix, Inc.		10/16/2018	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	
Serial Number:	85076359	SPACE OAR	
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:	17634941700		
Email:	michelle.anderson@bsci.com		
Correspondent Name:	Michelle Anderson		
Address Line 1:	One Scimed Place		
Address Line 4:	Maple Grove, MINNESOTA 55311		
ATTORNEY DOCKET NUMBER:	SPACE OAR & Design		
NAME OF SUBMITTER:	Michelle Anderson		
SIGNATURE:	/michelle anderson/		
DATE SIGNED:	08/29/2022		
Total Attachments: 4			
source=AssignIntellPropAugmenixBSS#page1.tif			
source=AssignIntellPropAugmenixBSS#page2.tif			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of October 16, 2018, by Augmenix, 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 "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 "Augmenix 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 trademarks and trademark applications listed on Schedule A.

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. Assignor hereby assigns, transfers and conveys absolutely unto Assignee:

- (a) all its right, title and interest in the Augmenix 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 the State of Minnesota.

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

Augmenix, Inc.

By 

Mark R. Slicer

Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

By 

Vance R. Brown

Vice President and Secretary

Schedule A

Augmenix Trademarks and Trademark Applications

Mark Country	Serial No.	Registration Date	Registration No.
SPACEOAR Canada	TMA912,065	8/21/2015	TMA912,065
SPACEOAR CH, EM, KR, TR	1036244	5/06/2010	1036244
SPACEOAR United States	4,132,257	4/24/2012	4,132,257
SPACEOAR Australia	1869214	8/28/2017	1869214
AUGMENIX Canada	TMA912,009	8/21/2015	TMA912,009
AUGMENIX CH, CN, EM, KR, TR	1034563	3/9/2010	1034563
AUGMENIX United States	4,132,258	4/24/2012	4,132,258
AUGMENIX Australia	1869221	8/08/2017	1869221
Space () BAR United States	4,218,344	10/02/2012	4,218,344
TRACEIT Australia	1725538	10/02/2015	1725538
TRACEIT China	27681543	11/24/2017	27681543
TRACEIT Japan	2017/122029	9/13/2017	2017-122029
TRACEIT European Union International Registration	1186825	11/20/2013	1186825
TRACEIT United States	4,366,065	7/9/2013	4,366,065
A LITTLE SPACE MAKES A BIG DIFFERENCE EM, AU, JP	1278585	10/09/2015	1278585
A LITTLE SPACE MAKES A BIG DIFFERENCE United States	5,142,371	2/14/2017	5,142,371
SPACEOAR VUE United States	87/933,156	05/23/2018	