

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xlumena, Inc.		04/02/2015	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: 3			
Property Type	Number	Word Mark	
Registration Number:	3894258	XLUMENA	
Registration Number:	4149895	AXIOS	
Registration Number:	4425741	HOT AXIOS	
CORRESPONDENCE DATA			
Fax Number:	6082519166		
<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:	608-251-5000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	33 East Main Street, Suite 900		
Address Line 2:	Attn: Lori A. Ruhly		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	129250.01689		
NAME OF SUBMITTER:	Allison H. Bickford		
SIGNATURE:	/Allison H. Bickford/		
DATE SIGNED:	10/24/2023		
Total Attachments: 6			
source=Xlumena Assignment to BSSI#page1.tif			
source=Xlumena Assignment to BSSI#page2.tif			

CH \$90.00 3894258

source=Xlumena Assignment to BSSI#page3.tif

source=Xlumena Assignment to BSSI#page4.tif

source=Xlumena Assignment to BSSI#page5.tif

source=Xlumena Assignment to BSSI#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of April 2, 2015, by Xlumena, 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.

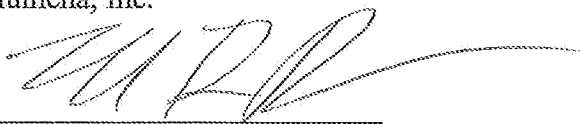
Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

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.

Xlumena, Inc.

By



Luke R. Dohmen
Vice President -- Patent Legal

Schedule A
Xlumena Patents and Patent Applications

Country	Title	Application No. Patent No.	Filing Date Issue Date
US	Luminal Structure Anchoring Devices and Methods	13/865,098	04/17/2013
US	Luminal Structure Anchoring Devices and Methods	8,425,539	04/23/2013
US	Tissue Anchor for Securing Tissue Layers	13/892,958	05/13/2013
US	System and Method for Delivering Expanding Trocar Through a Sheath	12/757,408	04/09/2010
US	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	13/364,265	02/01/2012
US	Methods and Devices for Access Across Adjacent Tissue Layers	13/871,978	04/26/2013
US	Tissue Anchor for Securing Tissue Layers	8,454,632	06/04/2013
US	Devices and Methods for Forming an Anastomosis	14/186,994	02/21/2014
US	Biliary Stents and Methods	62/013,908	06/18/2014
US	Method and Apparatus for Performing Needle Guided Interventions	8,617,196	12/31/2013
US	Method and Apparatus for Performing Needle Guided Interventions	8,328,837	12/11/2012
US	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	8,357,193	01/22/2013
US	Sterile Endoscopic Instrument Housing	12/594,489	04/20/2010
Germany	Automated Transluminal Tissue Targeting and Anchoring Devices and Methods	1755462	03/16/2011
France	Automated Transluminal Tissue Targeting and Anchoring Devices and Methods	1755462	03/16/2011
United Kingdom	Automated Transluminal Tissue Targeting and Anchoring Devices and Methods	1755462	03/16/2011
Italy	Automated Transluminal Tissue Targeting and Anchoring Devices and Methods	1755462	03/16/2011
EP	Methods and Apparatus for Advancing a Device from One Body Lumen to Another	10767545.6	04/15/2010
EP	System and Method for Delivering Expanding Trocar Through a Sheath	10767588.6	04/19/2010
EP	Methods and Devices for Access Across Adjacent Tissue Layers	13791682.1	04/26/2013
Germany	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	2434961	01/14/2015
France	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	2434961	01/14/2015
United Kingdom	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	2434961	01/14/2015

Ireland	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	2434961	01/14/2015
Italy	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	2434961	01/14/2015
JP	Tissue Anchor for Securing Tissue Layers	2011-509586	05/11/2009
EP	Tissue Anchor for Securing Tissue Layers	09747279.9	05/11/2009
EP	Method and Devices for Access Across Adjacent Tissue Layers	13791682.1	04/26/2013
PCT	Devices and Methods for Forming an Anastomosis	PCT/US2014/017768	02/21/2014
EP	Luminal Structure Anchoring Devices and Methods	08836744.6	10/01/2008
Japan	Method and Apparatus for Performing Needle Guided Interventions	JP5111112	12/26/2012
EP	Apparatus and Method for Penetrating and Enlarging Adjacent Tissue Layers	11836969.3	10/25/2011
EP	Method and Apparatus for Performing Needle Guided Interventions	05853151.8	12/07/2005
JP	Methods and Devices for Access Across Adjacent Tissue Layers	2015-512662	04/26/2013
JP	Apparatus and Method for Deploying Stent Across Adjacent Tissue Layers	JP555313	07/02/2014
JP	Methods and Apparatus for Advancing a Device from One Body Lumen to Another	JP555311	07/23/2014
JP	System and Method for Delivering Expanding Trocar Through a Sheath	JP5589063	09/10/2014
JP	System and Method for Transluminal Access	2015-93807	05/11/2009

Schedule B
Xlumena Trademarks and Trademark Applications

Mark Country	Serial No.	Registration Date	Registration No.
ENDOLINK United States	85/881,272	Abandoned 11/09/2015	
XLUMENA United States	77/404,167	12/21/2010	3894258
NAVIX United States	77/825,008	04/19/2011	3948603
AXIOS United States	85/437,682	05/29/2012	4149895
HOT AXIOS United States	85/940,956	10/29/2013	4425741
ENDOLINK Europe	12144689	05/19/2014	12144689
XLUMENA Europe	011754975	08/22/2013	11754975
HOT AXIOS Europe	012329108	04/21/2014	12329108
AXIOS Europe	009875642	08/09/2012	9875642
ENDOLINK Europe	011754975	08/22/2013	011754975