

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI104024

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Acutus Medical, Inc. | | 04/26/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Medtronic, Inc. | | |
| Street Address: | 710 Medtronic Parkway | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55432 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6672588 | ACQCROSS | |
| Registration Number: | 5308281 | ACQGUIDE | |
| 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: | 5082618137 | | |
| Email: | jennifer.m.venckus@medtronic.com | | |
| Correspondent Name: | Jennifer Venckus | | |
| Address Line 1: | 710 Medtronic Parkway | | |
| Address Line 4: | Minneapolis, MINNESOTA 55432 | | |
| ATTORNEY DOCKET NUMBER: | Acutus | | |
| NAME OF SUBMITTER: | JENNIFER VENCKUS | | |
| SIGNATURE: | JENNIFER VENCKUS | | |
| DATE SIGNED: | 03/20/2024 | | |
| Total Attachments: 15 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”) is entered into effective as of June 30, 2022, by and between Acutus Medical, Inc. (“Assignor”), and Medtronic, Inc. (“Assignee”).

Assignor and Assignee are parties to a certain Asset Purchase Agreement dated April 26, 2022 (the “Purchase Agreement”), pursuant to which Assignor has agreed to assign to Assignee all of its rights, title and interest in certain First Closing Transferred Intellectual Property (as defined in the Purchase Agreement), including without limitation the intellectual property set forth on Annex A, and to execute and deliver this IP Assignment and the recordable assignments attached hereto as Annexes B and C for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and corresponding entities and agencies in other applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not defined in this Assignment (including each Annex attached hereto) shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts all of Assignor’s right, title and interest in and to the First Closing Transferred Intellectual Property, including, without limitation, the following (collectively the “Assigned IP”):

- a) the Trademarks set forth in Section 1 of Annex A hereto together with the goodwill connected with the use of, and symbolized by, the Trademarks;
- b) the Patents set forth in Section 2 of Annex A hereto;
- c) all Intellectual Property (other than Trademarks and Patents) that the Assignor owns and which exclusively relates to the Seller Products or the Business as of the First Closing, including, without limitation, the Intellectual Property listed in Section 3 of Annex A hereto, but excluding all Retained Seller Intellectual Property;
- d) all goodwill associated exclusively with the First Closing Assets; and
- e) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world including any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or

default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Successors and Assigns. This IP Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

5. Counterparts. This IP Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

6. Severability. If any term or provision of this IP Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

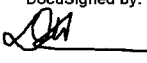
7. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first written above.

Assignor: Acutus Medical, Inc.

DocuSigned by:


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Name: David Roman

Its: Chief Financial Officer

AGREED TO AND ACCEPTED:

Assignee: Medtronic, Inc.

Name:

Its:

[Signature Page to IP Assignment]

TRADEMARK
REEL: 008374 FRAME: 0581

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first written above.

Assignor: Acutus Medical, Inc.

Name:

Its:

AGREED TO AND ACCEPTED:

Assignee: Medtronic, Inc.



Name: Christopher M. Cleary

Its: Sr. Vice President, Corporate Development

Annex A

First Closing Transferred Intellectual Property

1. Transferred Trademarks

| Trademark | Serial # | Publication # | Reg # | Country | Status |
|-------------------------|-----------------|----------------------|--------------|----------------|---------------|
| AcQCross (Word Mark) | 88474144 | 88474144 | 6672588 | USA | Registered |
| AcQCross (Word Mark) | 1515821 | 1515821 | 2070478 | MAD-AU | Registered |
| AcQCross (Word Mark) | 1515821 | 2012705 | | MAD-CA | Pending |
| AcQCross (Word Mark) | 1515821 | | 1515821 | MAD-EP | Registered |
| AcQCross (Word Mark) | 1515821 | | | MAD-JP | Pending |
| AcQGuide (Word Mark-TM) | 87246283 | 87246283 | 5308281 | USA | Registered |
| AcQGuide (Word Mark-TM) | 1817360 | 1817360 | TMA1069774 | CA | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | CH1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | JP1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | DE1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | CZ1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | IT1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | NL1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | 1339600 | MAD | Registered |
| AcQGuide (Word Mark-TM) | 1339600 | | GB1339600 | GB | Registered |

2. Transferred Patents

| Title | Serial # | Publication # | Filing Type | Country | Status |
|---------------------------------------|-------------------|----------------------|--------------------|----------------|---------------|
| Catheter System for Left Heart Access | 62/160,151 | N/A | Provisional | WO-USA | Expired |
| Catheter System for Left Heart Access | PCT/US2016/032053 | WO2016183300 | PCT-Parent | WO-USA | Expired |
| Catheter System for Left Heart Access | 14/715,788 | US20160338729A1 | National | USA | Abandoned |
| Catheter System for Left Heart Access | 15/075,317 | US20170020567A1 | Continuation | USA | Abandoned |
| Catheter System for Left Heart Access | 16/047,434 | US20180344353A1 | Continuation | USA | Pending |
| Catheter System for Left Heart Access | 16/408,759 | US20190262037A1 | Continuation | USA | Pending |
| Catheter System for Left Heart Access | 16793512.1 | EP3294399 | National | EP | Pending |
| Catheter System for Left Heart Access | 2018513269 | | National | JP | Abandoned |

3. Know-How

Know-how embodied in the following, to the extent it exclusively relates to the Seller Products or the Business:

1. Device Master Records
2. Design History Files
3. Device History Records
4. Design Verification Records
5. Design Validation Records
6. Design and Process Characterization Records
7. Process Validation Records
8. Interface and Compatibility Test Records
9. Standard Operating Procedures
10. Work Instructions
11. Calibration and Preventive Maintenance Procedures
12. Component Specifications
13. Manufacturing Procedures
14. PPM (Process Planning Matrix) Design Flow to Manufacturing Specifications
15. Manual process equipment, tool and fixture design documents

ANNEX B
TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of June 30, 2022, by and between Acutus Medical, Inc. (the "Assignor"), and Medtronic, Inc. ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as April 26, 2022 and the Intellectual Property Assignment dated as of the date hereof, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark applications and registrations set forth on Attachment A hereto (the "Trademarks") together with the goodwill connected with the use of, and symbolized by, the Trademarks, including (a) all rights of any kind of Assignor accruing under the Trademarks provided by applicable law of any jurisdiction where such Trademarks are registered; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks; and (c) any and all claims and causes of action with respect to the Trademarks, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request and at Assignee's cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its legal representatives as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee.

3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.


4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors have executed this Trademark Assignment as of the date first written above.

Assignor: ACUTUS MEDICAL, INC.

DocuSigned by:


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Name: David Roman

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

Assignee: MEDTRONIC, INC.

Name:

Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 008374 FRAME: 0586

IN WITNESS WHEREOF, Assignors have executed this Trademark Assignment as of the date first written above.

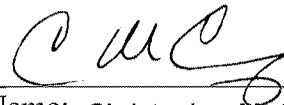
Assignor: ACUTUS MEDICAL, INC.

Name:

Title:

AGREED TO AND ACCEPTED:

Assignee: MEDTRONIC, INC.



Name: Christopher M. Cleary

Title: Sr. Vice President, Corporate Development

**ATTACHMENT A
TO TRADEMARK ASSIGNMENT**

| Trademark | Serial # | Publication # | Reg # | Country | Status |
|-------------------------|-----------------|----------------------|--------------|----------------|---------------|
| AcQCross (Word Mark) | 88474144 | 88474144 | 6672588 | USA | Registered |
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| AcQGuide (Word Mark-TM) | 87246283 | 87246283 | 5308281 | USA | Registered |
| AcQGuide (Word Mark-TM) | 1817360 | 1817360 | TMA1069774 | CA | Registered |
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**ANNEX C
PATENT ASSIGNMENT**

This Patent Assignment (this "Assignment") is entered into effective as of June 30, 2022, by and between Acutus Medical, Inc. (the "Assignor"), and Medtronic, Inc. ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as April 26, 2022 and the Intellectual Property Assignment dated as of the date hereof, whereby Assignor has agreed to assign the Patents (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfer and conveys to Assignee all of Assignor's right, title and interest in and to the patents and patent applications set forth on Attachment A hereto including all reissues, divisions, renewals, extensions, provisionals continuations and continuations-in-part thereof, whether or not related to such divisions, renewals, extensions, provisionals, continuations or continuations-in-part through one or more intervening applications, including any patent application or patent acquired through the result of prevailing in any interfering proceeding (collectively the "Patents"), including (a) all rights of any kind of Assignor accruing under the Patents provided by applicable law, treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request and at Assignee's cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its legal representatives as may be reasonably necessary to effect, evidence or perfect the assignment of the Patents to Assignee.

3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

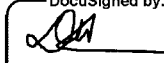
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[Signature Page Follows]

IN WITNESS WHEREOF, Assignors have executed this Patent Assignment as of the date first written above.

Assignor: ACUTUS MEDICAL, INC.

DocuSigned by:


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Name: David Roman
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

Assignee: MEDTRONIC, INC.

Name:
Title:

[Signature Page to Patent Assignment]

TRADEMARK
REEL: 008374 FRAME: 0591

IN WITNESS WHEREOF, Assignors have executed this Patent Assignment as of the date first written above.


Assignor: ACUTUS MEDICAL, INC.

Name:

Title:

AGREED TO AND ACCEPTED:

Assignee: MEDTRONIC, INC.



Name: Christopher M. Cleary

Title: Sr. Vice President, Corporate Development

**ATTACHMENT A
TO PATENT ASSIGNMENT**

| Title | Serial # | Publication # | Filing Type | Country | Status |
|---------------------------------------|-------------------|----------------------|--------------------|----------------|---------------|
| Catheter System for Left Heart Access | 62/160,151 | N/A | Provisional | WO-USA | Expired |
| Catheter System for Left Heart Access | PCT/US2016/032053 | WO2016183300 | PCT-Parent | WO-USA | Expired |
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| Catheter System for Left Heart Access | 16/047,434 | US20180344353A1 | Continuation | USA | Pending |
| Catheter System for Left Heart Access | 16/408,759 | US20190262037A1 | Continuation | USA | Pending |
| Catheter System for Left Heart Access | 16793512.1 | EP3294399 | National | EP | Pending |
| Catheter System for Left Heart Access | 2018513269 | | National | JP | Abandoned |