

---

# **MASTER LICENSE AGREEMENT**

**BETWEEN**

**UNIVERSITY OF MARYLAND, BALTIMORE**

**AND**

**HARPOON MEDICAL, INC.**

---

**OTT Docket Nos.:**

**JG-2006-060**

**JG-2011-034**

**JG-2011-083**

**MASTER LICENSE AGREEMENT**  
**TABLE OF CONTENTS**

---

Article 1.	BACKGROUND .....	1
Article 2.	DEFINITIONS.....	1
Article 3.	GRANT OF LICENSE .....	6
Article 4.	DILIGENCE REQUIREMENTS .....	13
Article 5.	CONSIDERATION .....	14
Article 6.	PATENT PROSECUTION.....	16
Article 7.	CONFIDENTIALITY.....	18
Article 8.	REPORTS, PAYMENTS, AND ACCOUNTING .....	21
Article 9.	INFRINGEMENT.....	22
Article 10.	TERM AND TERMINATION.....	25
Article 11.	OTHER AGREEMENTS .....	26
Article 12.	REPRESENTATIONS AND WARRANTIES.....	28
Article 13.	INSURANCE AND INDEMNIFICATION.....	29
Article 14.	DISPUTE RESOLUTION.....	31
Article 15.	NOTICES AND INVOICES .....	32
Article 16.	ASSIGNMENT.....	33
Article 17.	MISCELLANEOUS .....	34

**Schedules**

- A PATENT RIGHTS
- B COMMERCIALIZATION PLAN
- C MILESTONES
- D MILESTONE PAYMENTS

# MASTER LICENSE AGREEMENT

This Master License Agreement (“**Agreement**”) is effective as of the date of the last signature on the signature page (“**Effective Date**”) and is made by and between the **University of Maryland, Baltimore (“University”)**, a constituent institution of the University System of Maryland (which is a public corporation and an instrumentality of the State of Maryland), and **Harpoon Medical, Inc.**, a Delaware corporation (“**Company**”).

## ARTICLE 1. BACKGROUND

1.1 Valuable inventions (the “**Inventions**”) have been made by James S. Gammie, M.D., Seyed Mohammad Mehrdad Ghoreishi, M.D., and Rahul S. Patel, M.D (**University Inventors**”), which are generally known as follows:

- Methods and Devices for Performing Cardiac Valve Repair (*UMB Docket#: JG-2006-060*)
- Devices for Transapical Mitral Valve Repair (*UMB Docket#: JG-2011-034*)
- Transapical Mitral Repair with Pre-formed Knot (*UMB Docket#: JG-2011-083*)

1.2 Under USM policy (a) University owns the Inventions and Patent Rights (as defined below) relating to the Inventions, and (b) University is the record owner of the Inventions and Patent Rights, which has been confirmed by the execution of assignments to University from the University Inventors. University is responsible for administration and marketing of the Patent Rights.

1.3 Research described in the Inventions was funded in part by a grant to the University from the Maryland Biotechnology Center (a unit of the State of Maryland’s Department of Business and Economic Development), pursuant to a Translational Research Reimbursable Grant Agreement dated as of June 30, 2010.

1.4 As a public research and education institution, University is interested in licensing the Inventions and the Patent Rights to Company to benefit the public by the development and marketing of new and useful products and methods. Company desires to license the Inventions and Patent Rights on the terms and conditions set forth in this Agreement. University and Company have entered into this Agreement of their own free will. The terms of this Agreement were agreed upon in an arm’s length transaction.

## ARTICLE 2. DEFINITIONS

In this Agreement, the following terms have the meanings set forth in this Article.

“**Acquisition**”: Any one of the following (but excluding any of the same in connection with a Bankruptcy): (a) a sale, lease or other disposition of all or substantially all of the assets of the Company; (b) a sale or other disposition in a single transaction or series of related transactions of more than fifty percent (50%) of the combined voting power of all classes of stock of the Company entitled to vote, including without limitation a public offering of stock; or (c) a merger, consolidation, reorganization, recapitalization, share exchange, business combination or similar form of corporate transaction involving the Company (a “**Corporate Transaction**”), unless securities representing at least fifty one percent (51%) of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Company or the entity resulting from that Corporate Transaction (or the parent of that entity) are held subsequent to that transaction by the Person or Persons who were the beneficial holders of the outstanding voting securities entitled to vote generally in the election of directors of the Company immediately prior to that Corporate Transaction, in substantially the same proportions as their ownership immediately prior to that Corporate Transaction.

Notwithstanding the foregoing, a venture capital financing or other similar financing and any resulting change in ownership shall not constitute an “Acquisition.”

**“Affiliate”:** Any Person which controls, is controlled by, or is under common control with another Person. For purposes of this definition only, “control” means (a) to possess, directly or indirectly (through one or more intermediaries), the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such Person.

**“Bankruptcy”:** As defined in Section 10.2.3.

**“Business Day”:** A day other than a Saturday, Sunday, federal holiday, holiday observed by University, or any day on which the University campus is closed.

**“CE Marking”:** A mandatory conformity mark for products placed on the market in the European Economic Area, evidencing compliance of a Licensed Product with “essential requirements” as described in Annex I of Directive 93/42/EEC.

**“Clinical Investigation”:** A human clinical trial of a Licensed Product that satisfies the requirements of 21 C.F.R. Part 812, or its foreign equivalent. A Clinical Investigation shall be considered to have commenced when the Licensed Product has been administered to the first subject in the study.

**“Combination Product”:** A Licensed Product that contains at least one (1) Covered Component and at least one (1) Non-Covered Component.

**“Commercialization Plan”:** As defined in Section 4.1.1.

**“Commercially Reasonable Efforts”:** With respect to the commercialization of a product, efforts that are consistent with those utilized by companies of size and type similar to Company (or, if applicable, a Sublicensee), for products with similar commercial potential at a similar stage, taking into consideration their safety and efficacy, their cost to develop, the competitiveness of alternative products, the nature and extent of their market exclusivity, the likelihood of regulatory approval, their profitability, and all other relevant factors.

**“Company Affiliate”:** Any Affiliate of Company.

**“Company Improvement”:** (a) An Improvement which was invented solely by one or more Company Personnel without using University resources and owned solely by Company; or (b) an Improvement in which Company otherwise has an ownership interest, and University has no ownership interest, and Company has the right to grant a license to University.

**“Company Personnel”:** Officers, directors, employees of Company and any Company Affiliate. Company Personnel shall also include independent contractors, agents, and representatives, when those individuals are acting in such capacity.

**“Confidential Information”:** Information (including without limitation documents, notes, drawings, models, designs, data, results, memoranda, tapes, records, hardware, software, formulae and algorithms, marketing data, business planning or financial information, in hard copy form or in electronic form) which is disclosed by a party to the other party in connection with this Agreement, including without limitation information that: (a) is related to, results from, or arises out of use of the Inventions, the Improvements, or practice of the Patent Rights, or (b) is reasonably necessary for the use of the Inventions or practice of the Patent Rights, or for the development or commercialization of Licensed Products.

**“Covered Component”**: A component of a Combination Product which is covered by one or more Valid Claims.

**“CP Net Revenues”**: As defined in Section 5.4.1(b).

**“Distributor”**: A third party which has entered into an agreement with Company solely for the purpose of selling Licensed Products on behalf of Company (but not to make, use, or import Licensed Products), where such third party promotes, markets, and sells such Licensed Products under one or more Company trademarks on behalf of and/or with permission from Company.

**“Distributor Rights Payment”**: Consideration in any form received by Company or Company Affiliates from a Distributor in consideration of the right to be a Distributor, including without limitation option fees, up-front fees, signing fees, maintenance fees, success fees, and any other consideration paid by or on behalf of the Distributor. “Distributor Rights Payment” shall not include any payments received by Company from a Distributor for the sale of Licensed Products to such Distributor or sales to end users by a Distributor; amounts paid for equity of Company by a Distributor (up to fair market value); loans or extensions of credit by a Distributor to Company; or consideration for the right to sell other products besides Licensed Products.

**“Dollar”** means a U.S. dollar, and “\$” shall be interpreted accordingly.

**“Effective Date”**: The date of the last signature on the Signature Page.

**“EPC Member States”** means member states of the European Patent Convention (EPC) regional patent system and designated as “EP” in the request of an international patent application filed under the Patent Cooperation Treaty (PCT), but excluding the extension states and Hong Kong.

**“Export Control Laws”**: The Arms Export Control Act; the Export Administration Act of 1979; the International Traffic in Arms Regulations; the Export Administration Regulations; or any other rules or regulations pertaining to restrictions on use or disclosure of goods, information, or technology, of any applicable governmental agency.

**“FDA”**: The U.S. Food and Drug Administration, or any successor agency thereto.

**“First Commercial Sale”**: The initial sale of a Licensed Product to a third party end user.

**“Improvement”**: An invention which: (a) is made after the Effective Date; (b) is directly related to the Patent Rights, but is not included within the definition of Patent Rights; (c) is or may be patentable or otherwise protected or protectable under law as intellectual property; and (d) either cannot be practiced without infringing one or more Valid Claims of the Patent Rights, or would itself be infringed by the practicing of the Patent Rights.

**“Infringe,” “infringe,” “infringement,”** or any correlative term: Any infringement (whether direct, indirect, contributory or otherwise) of the intellectual property rights of University (including without limitation under the doctrines of claim construction or differentiation, literal overlap or equivalents); or any misuse, misappropriation, theft, or breach of confidence related to the Inventions and/or the Patent Rights.

**“Inventions”**: As defined in Section 1.1.

**“Joint Improvement”**: Any Improvement which was jointly invented: (a) by one or more Company Personnel and by one or more University Personnel; or (b) by one or more Company Personnel using University’s resources.

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.