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- Strength index of patent portfolios

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- Health Discovery v. Equbits and Ciphergen Biosystems
- Kaniadakis v. Salesforce.com et al
- Dexcom v. Agamatrix
- Avery et al v. Barsky
- Healthways and Robert Bosch v. Alere
- LD Technology LLC v. Impeto Medical SAS et al
- Fitbit, Inc. v. AliphCom et al
- Siemens Med. Sol. USA => Cerner Health Services v. Humedica
- Alt v. Medtronic
- Medical Priority Consultants et al v. VitalClick
- Philips North America v. Fitbit and Garmin International
- Potential future plaintiffs



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-	Speech analysis	
-	Ultrasound imaging	
-	X-rays	

Focus	on	the	clinical	specialties
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- Allergies

- Anesthesia monitoring
- Arthropathology & Osteopathology
- Brain injuries & Neurodegenerative diseases
- Cardiology & Angiology
- Diabetes
- Gait disorder & Fall prediction
- Hepatology
- Infectiology
- Irritable bowel syndrome/Inflammatory Bowel Disease
- Ophthalmology
- Pneumopathology
- Pregnancy-related & Fetal conditions
- Psychology & Psychiatry
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We Know Technology, We Know Patents



INTRODUCTION

Scope of the Report

- This report provides a detailed picture of the patent landscape for AI in medical diagnostics.
- This report covers patents published worldwide up to February 2019.
- We have selected and analyzed more than **7,100 patent families** that are relevant to the scope of this report.

Included in the report

- ✓ Patents related to AI in medical diagnostics
 - ✓ Including patents related to the diagnostic modalities such as:
 - ✓ Biochemical tests
 - ✓ Blood pressure
 - ✓ Cardiopulmonary sounds
 - ✓ Computed tomography (CT) scanners
 - ✓ Elastography
 - ✓ Electrocardiogram
 - ✓ Electroencephalogram
 - ✓ Electromyogram
 - ✓ Facial analysis
 - ✓ Magnetic Resonance Imaging
 - ✓ Minimally invasive imaging
 - ✓ Movement analysis
 - ✓ Optical Coherence Tomography (OCT) imaging
 - ✓ Photoacoustic imaging
 - ✓ Positron-Emitting Tomography (PET) scanners
 - ✓ Speech analysis
 - ✓ Ultrasound imaging,
 - ✓ X-rays

- ✓ Including patents related to clinical specialties such as:
 - ✓ Anesthesia monitoring
 - ✓ Arthropathology and Osteopathology
 - Brain injuries & Neurodegenerative diseases
 - ✓ Cardiovascular diseases
 - ✓ Diabetes
 - Gait analysis & Fall prediction
 - √ Hepatology
 - ✓ Irritable Bowel Syndrome
 - ✓ Infectiology
 - / Maternal & Fetal monitoring
 - ✓ Ophthalmology
 - ✓ Pneumopathology
 - ✓ Psychiatry & Psychology
 - ✓ Sleep monitoring
 - √ Stomatology
 - ✓ Oncology (with specific focus on breast, colorectal, liver, lung, prostate and skin cancers)

Not included in the report

- Patents related to medical diagnostics that do not involve the use of Al
- X Patents involving AI but exclusively for other purposes (e.g. computer diagnostics), including other medical purposes (e.g. for drug discovery).



INTRODUCTION

Key Features of the report

- The report provides essential patent data for AI in Medical Diagnostics.
- It provides in-depth patent analyses of key technologies and key players including:
 - Time evolution of patent publications and countries of patent filings.
 - Current legal status of patents.
 - Ranking of main patent applicants.
 - Joint developments and IP collaboration network of main patent applicants.
 - Key patents.
 - Relative strength of main companies IP portfolio.
 - Matrix patent applicants/technology issues for main IP players.
- The IP profiles of 20 key players is presented, including key patents, technological issues, partnerships, IP strength: Siemens, Philips, General Electric, Fujifilm, Samsung Electronics, IBM, Medtronic, Canon etc.





INTRODUCTION

Key Features of the report

- The report also provides an extensive **Excel database** with all patents analyzed in the report.
- This patent database allows multi-criteria searches, including:
 - Patent publication number
 - Hyperlinks to the original documents
 - Priority date
 - Title
 - Abstract
 - Patent assignees
 - Technical segmentation
 - Legal status for each member of the patent family

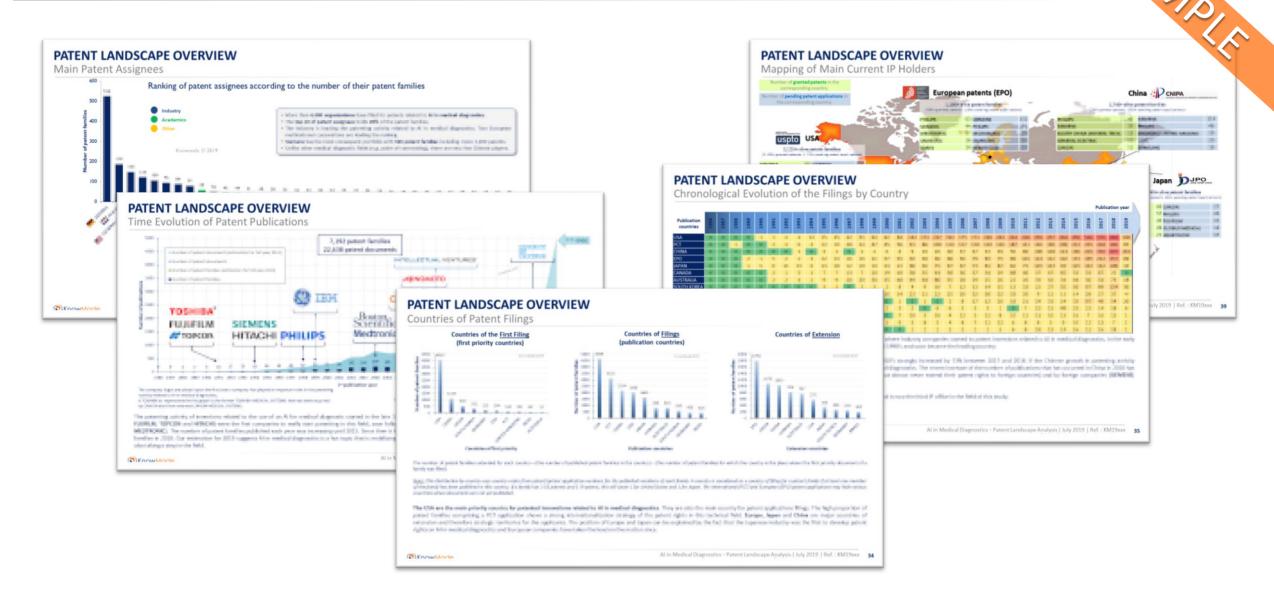


• This report does not provide any insight analyses or counsel regarding legal aspects or the validity of any individual patent. Knowmade is a research firm that provides technical analysis and technical opinions. Knowmade is not a law firm. The research, technical analysis and/or work proposed or provided by Knowmade and contained herein is not a legal opinion and should not be construed as such.



Patent Landscape Overview

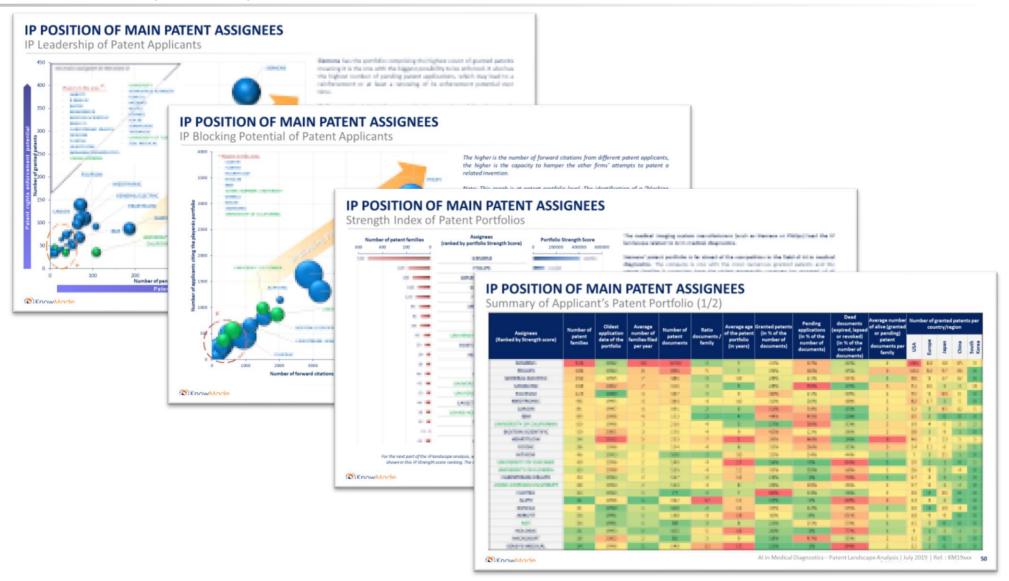
Patent assignees, IP dynamics, patent legal status, patent geographical coverage





Patent Portfolios Benchmarking: Beyond the Quantity

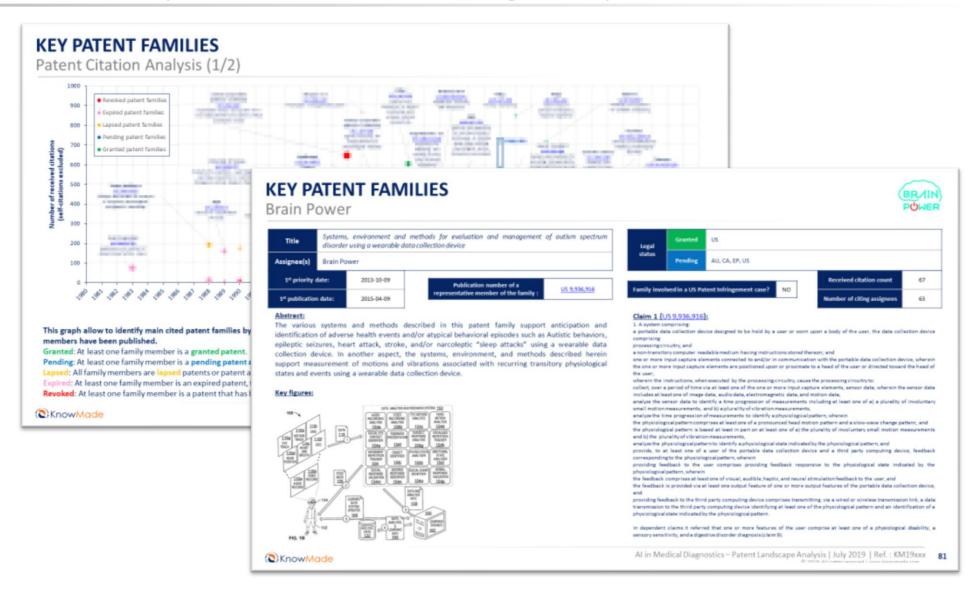
Who has the best patent portfolio?





Key patent families

Identification of the patent families with the higher impact





Main IP New comers & patent litigations

Identification of IP New comers & Short description of the cases

MAIN PATENT LITIGATIONS IN THE U.S.

Dexcom vs. AgaMatrix.

Patent infringement

Dexcom, Inc. v. Agamatrix, Inc.

Accused products: Blood glucose monitoring systems US patents involved in lawsuit*: 9,724,045 and 9,750,460

Date: from 2017-09-15 (court case staved, appeal against the ITC decision in progress)

District Court for the District of Delaware (case number: 1:17-cv-01310)

PRESENTATION OF THE IP NEWCOMERS

Identification methodology

The IP newcomers are young players that recently entered the IP landscape about AI in medical diagnostics. If current IP newcomers are small companies, some of them startups, it is possible that some of them will one day become important players in this study's field. Having them identified allows to monitor their evolution and stay tuned for promising competitive intelligence.

In this study, the IP newcomers have been identified by isolating the companies which the first patent applications filed on the topic of AI in medical diagnostics were published in 2016 or later.

The analysis of the patent landscape shows numerous (over 90) IP newcomers working in the field of AI for medical diagnostics. This high number reflects how much artificial intelligence is expected to revolutionize healthcare and most particularly medical diagnostics.

One of the main difficulties in projects related to AI in medical diagnostics is the diversity of the competences required to develop an innovation. Some are software companies that are interested in finding healthcare applications for their algorithms while others are medical system makers willing to empower their solutions with the decision support capabilities provided by artificial intelligence.

Main IP newcomers origins

Another interesting fact about the IP newcomers is the diversity in their countries of origin. Indeed, even if a majority of them are headquartered in the US, there is an important number of Israeli companies among them and in a lesser extend, companies based in Canada, in the United-Kingdom, in China, in India or in Germany.

IP newcomers main topics

The IP newcomers are working on diverse topics. This being said 9 main topics have been isolated and the repartition of the IP newcomers in these topics is provided. The topic that is investigated by the more IP newcomers is the detection of cardiovascular diseases.

and IPR2018-01716) both against patent US 9.724.045 and IPR2018-01718) both against patent US 9,750,460 ITC decision

deral district court of Delaware. In its complaint the company alleged that ts. These systems are marketed under the names:









Advanced Blood Glucose

Blood Glucose

Al in Medical Diagnostics - Patent Landscape Analysis | August 2019 | Ref. : KM19005

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Al in Medical Diagnostics - Patent Landscape Analysis | August 2019 | Ref. : KM19005 107

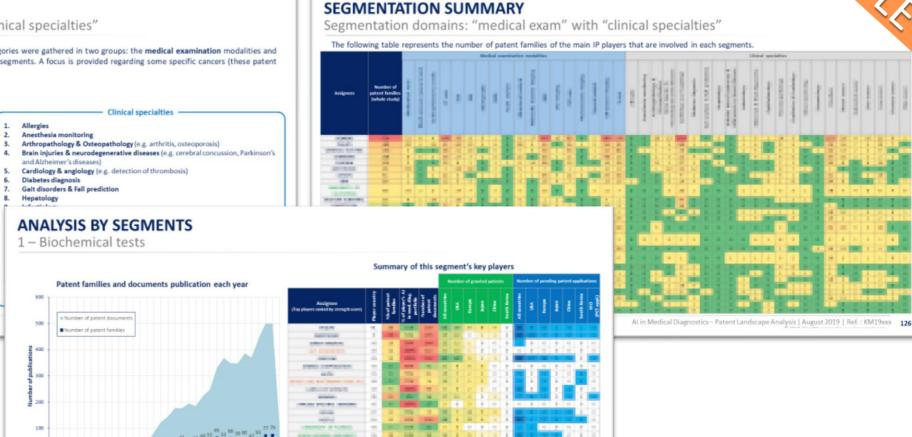


Patent Segmentation

What are the key IP players for each segments?



SEGMENTATION SUMMARY Segmentation domains: "medical exam" with "clinical specialties" The selected corpus was manually segmented in multiple categories. These categories were gathered in two groups: the medical examination modalities and the clinical specialties. Please note that a patent family can be part of multiple segments. A focus is provided regarding some specific cancers (these patent families are also included in the larger Oncology segment). Here follows the list of the segments and examples illustrating their content: Medical examination modalities Biochemical tests (e.g. blood glucose measurement, cancerous marker detection) Blood pressure Cardiopulmonary sounds Computed tomography (CT) scanners Elastography (the measurement of the elasticity of soft tissues, mostly operated by using ultrasound or magnetic resonance imaging) Electrocardiogram Electroencephalogram Electromyogram Facial analysis (e.g. camera) Magnetic Resonance Imaging Minimally invasive imaging (e.g. endoscopic probes) Movement analysis (e.g. camera, accelerometers) Optical Coherence Tomography (OCT) imaging 14. Photoacoustic imaging 15. Positron-Emitting Tomography (PET) scanners 16. Speech analysis (e.g. voice rhythm and frequency analysis) 17. Ultrasound imaging (e.g. echographs) 18. X-rays (all X-ray scanners)



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Excel file with all patents analyzed in the report

Useful patent database allows multi-criteria searches



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Artificial Intelligence in Medical Diagnostics

Patent Landscape Analysis – August 2019

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cases where a new event or access to new contradictory information would require for the analyst extra undertakes to replace the defective products as far as the supplies allow and without indemnities or The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for in due time. any event as set out in article 5 below.

2.4 The mailing is operated through electronic means either by email via the sales department. If the 4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information 9. GOVERNING LAW AND JURISDICTION Product's electronic delivery format is defective, the Seller undertakes to replace it at no charge to the only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation 9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its which shall have exclusive jurisdiction upon such issues.

sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms. Trojan horses or other codes

5 FORCE MAIFURE

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from 3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control. and not the fault of the Seller

6. PROTECTION OF THE SELLER'S intellectual property

6.1 All intellectual property rights attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions

6.2 The Buyer agreed not to disclose convirence undistribute resell or publish the Product or any To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this part of it to any other han employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use

- Information storage and retrieval systems:

- Recordings and re-transmittals over any network (including any local area network):
- Posting any Product to any other online service (including bulletin boards or the Internet):
- Licensing leasing selling offering for sale or assigning the Product

6.3 The River shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial

copyrights and will guaranty that the Products are not disseminated out of the company.

7. TERMINATION

7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that

7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders. without being liable for any compensation.

use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt

compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is accepted the latest version of these terms and conditions, provided they have been communicated to him

of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse,

9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms



KNOWNADE Company presentation



KNOWMADE

Technology Intelligence and IP Strategy consulting company

Electronics | Telecommunications | Photonics | Life Sciences | Healthcare | Agri-Food

Executive team



Dr. Nicolas BaronCEO and co-founder of Knowmade.

He manages the development and strategic orientation of the company and personally leads the Electronics & Telecom department. He holds a PhD in physics from the University of Nice Sophia-Antipolis, and a Master degree in Intellectual Property Strategies and Innovation from the European Institute for Enterprise and Intellectual Property (IEEPI Strasbourg), France.



Dr. Brice SagotCTO and co-founder of Knowmade.

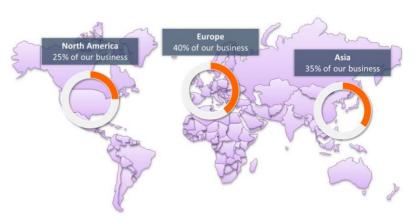
He manages the development of IP analysis tools and methodologies, and personally leads the Life Sciences & Healthcare department. He holds a PhD in molecular biology from the University of Nice Sophia-Antipolis, France.

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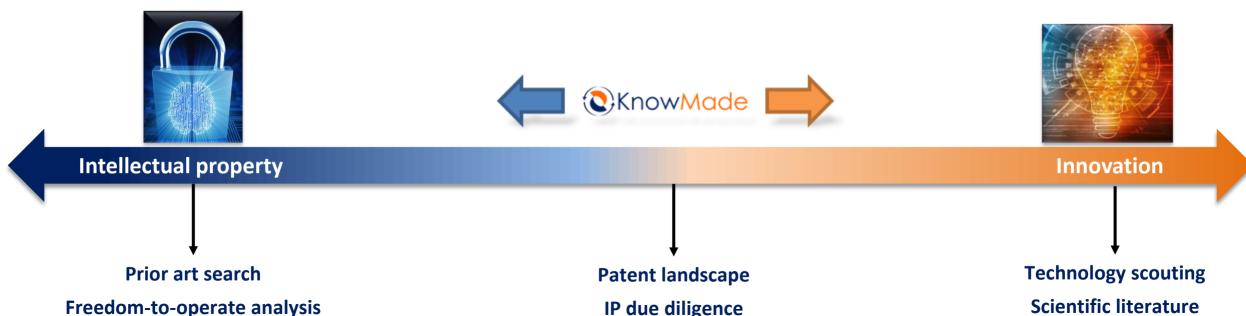
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	CUSTOM STUDY													
YOUR NEED	Prior art search	Patent landscape analysis	Freedom-to- operate analysis	Patent-to- product mapping	Litigation & Licensing support	Patent assessment	IP due diligence	Scientific literature analysis	Technology scouting	Technology watch service				
Understand the competitive landscape		Ø	Ø				Ø	Ø						
Know the key players and their key patents		Ø	Ø				Ø	Ø						
Follow the technology trends and identify emerging technologies		Ø						Ø		Ø				
Track competitors, their IP activity, strategy and future intents		Ø		Ø				Ø		Ø				
Know your competitors' strengths and weaknesses		Ø	~			Ø	Ø	⊘						
Early detect business opportunities		Ø						Ø		Ø				
Evaluate the patentability of your inventions	~													
Invalidate competitors' patents					Ø			Ø						
Prevent registration of critical patents from competitors					Ø									
Identify patents used in products				Ø	Ø	Ø	Ø							
Make evidence of patent infringement			~		Ø									
Evaluate the risks to infringe someone else's patents			Ø		Ø		Ø							
Mitigate the risks of patent litigation		Ø	Ø		Ø		《							
Defend your position in licensing negotiation or patent litigation			Ø			Ø								
Reduce the risks in M&A						Ø	Ø							
Evaluate your real patent protection					Ø		(
Benchmark patent portfolios		Ø				Ø	V							
Identify the most valuable patents and estimate their financial value						Ø			Ø					
Monetize your patents and identify potential licensees/buyers						Ø								
Acquire technologies or identify potential licensors		~		⊘	⊘	Ø		⊘	Ø					
Speed your R&D and enhance your innovation process		Ø						Ø	Ø	Ø				
Decrease R&D and IP costs	⊘		~		Ø	Ø			Ø					
Identify public domain technologies which are free to use		②	~						Ø					
Identify key research laboratories and potential R&D partners		(~	Ø					



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