

09-20-2004

U.S. Department of COMMERCE
United States Patent and Trademark Office

9/15/04

REC



To the Director of the U.S. Patents and T

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nents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lanka Limited

Execution Date(s) March 23, 2004

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Bruce Medical AB

Internal Address: _____

Street Address: P.O. Box 81

S 260 40

City: Viken

State: _____

Country: Sweden

Zip: _____

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,565,606,

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Dennis C. Rodgers, Esq.

Internal Address: _____

Street Address: 1850 M Street, NW

Suite 800

City: Washington

State: DC Zip: 20036

Phone Number : 202 263 4300

Fax Number: 202 263 4329

Email Address: drodgers@sgrlaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4300

Authorized User Name _____

9. Signature :

Signature

Dennis C. Rodgers, Esq.

September 15, 2004

Date

Total number of pages including cover
sheet, attachments, and documents

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/17/2004 DBYRNE 00000071 6565606

01 FC:8021

40.00 OP

PATENT
REEL: 015778 FRAME: 0669

ASSIGNMENT OF PATENTS

This Agreement is made and entered into with effect from 30 November 2001, between

Lanka Limited, a company incorporated in accordance with the laws of the Isle of Man, having its registered address at Falcon Cliff, Palace Road, Douglas, Isle of Man (the "Seller"); and

Bruce Medical AB, a company incorporated in accordance with the laws of Sweden, of PO Box 81, S 260 40 Viken, Sweden (the "Purchaser")

Recitals

- (A) Seller is the registered owner of the patent rights set out in Appendix A and registered for several countries world wide, hereinafter referred to as the "Patents".
- (B) The Seller and the Purchaser have agreed that the Purchaser shall acquire the Patents and all rights connected with them in accordance with the terms of this Agreement.

It is agreed as follows:

1. Assignment

- 1.1 The Seller hereby assigns and transfers to the Purchaser all the Seller's right, title and interest in and to the Patents, including any applications, continuations, continuations-in-part, divisions, issuances, renewals, reissues and extensions thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Purchaser's own use and benefit. The Seller confirms that this assignment includes the goodwill attaching to Patents.
- 1.2 Notwithstanding the date of signature of this Agreement, the assignment of the Patents shall be effective from 30 November 2001. Upon signature hereof the Seller shall deliver to Purchaser all relevant documents and data in relation to the Patents.
- 1.3 The Seller and the Purchaser shall take all measures necessary to secure the Purchaser's acquisition of the Patents, including but not limited to re-registering the title or possession of the Patents, which are subject to registration with any patent register.

2. Purchase Price

[REDACTED]

- 2.2 The Seller acknowledges having received the Purchase Price on 28 November 2001.

3. **Transfer of Know-How**

- 3.1 Upon execution of this Agreement and continuously thereafter Seller undertakes to make complete and full disclosure and transfer to Purchaser of all the Know-How (further defined below) owned or controlled by the Seller.
- 3.2 "Know-How" shall mean knowledge, experience, data, technology, designs, techniques, drawings, specifications, software and other information and knowledge, relating to and/or necessary for the proper use of the Patents.

4. **Representations and Warranties**

4.1 The Seller represents and warrants to the Purchaser:

- 4.1.1 that the Seller is the beneficial owner of the Patents with full power to dispose of the same and to confer on the Purchaser the full legal and beneficial title thereto;
- 4.1.2 that the Patents are free of any option, charge, lien, equity, encumbrance, right of pre-emption, pledge, licence or, without prejudice to the foregoing, any other similar rights;
- 4.1.3 that the Patents, to the best of Seller's knowledge, do not infringe on existing patent rights or other intellectual property rights belonging to any third party;
- 4.1.4 that there is, to the best of Seller's knowledge, no litigation, arbitration, proceeding, investigation or claim of any nature pending or threatening which relates in any way to the Patents.

4.2 Each of the Seller and the Purchaser warrants and represents to the other as follows:

- 4.2.1 that this Agreement constitutes a legal, valid and binding obligation of the Seller or the Purchaser, as the case may be, in accordance with its terms; and
- 4.2.2 that it has full capacity, power and authority to enter into this Agreement and to perform its obligations hereunder and that the execution and delivery hereof and the performance by the Seller or the Purchaser, as the case may be, of its obligations hereunder are in no way limited or prohibited by and will not cause the breach of any other agreement, undertaking or obligation to which the Seller or the Purchaser, as the case may be, is party, has made or has assumed.

5. **Confidentiality**

- 5.1 The Seller hereby undertakes not to disclose any Confidential Information (defined below) to any third parties in relation to the Patents and the Know-How, except information which is required to be disclosed to any government or regulatory authority or court under compulsion of law, provided that the Seller shall promptly notify the Purchaser when any such obligation arises.

5.2 "Confidential Information" shall mean: all information - technical, commercial or of any other kind, irrespective of whether the information has been documented or not, in relation to the Patents and the Know-How - except for such information that is or becomes part of the public domain through no fault of Seller.

6. Miscellaneous

6.1 If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of the Agreement.

6.2 No alteration or amendment to this Agreement shall be valid unless such alteration or amendment is reduced to writing and signed by the Parties.

6.3 This Agreement contains the entire understanding between the Parties on its subject matter, and annuls and replaces any other agreements or understandings, whether written or oral, which may exist or have existed between the Parties on the subject matter hereof.

7. Applicable Law

This agreement shall be governed by and construed in accordance with the Law of the Isle of Man, the courts of which shall have non-exclusive jurisdiction in relation to any matter arising out of or in connection with this agreement.

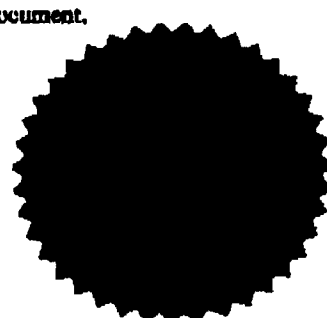
8. Counterparts

This Agreement may be executed in two or more counterparts, which taken together shall constitute a complete agreement.

This Agreement has been entered into on the date stated at the beginning of this document.

Executed by:)
For and on behalf of) *[Signature]*
JAY FUNDING FOR AND ON BEHALF) *R. A. Cornell*
OF Lanka Limited)
in the presence of) *[Signature]*

Executed by:)
For and on behalf of) *[Signature]*
Bruce Medical AB) *[Signature]*
in the presence of) *[Signature]*



Doc	Year reference	Applicant	Amendment No	Duration	Date of Registration	Renewal Date	Country	Reg. No	File No	Origin	Handling No
P	4AN-EP-A1	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	AT-DEB EPC	283 143	2830743	2870639	NO
P	4AN-EP-BE	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	BE-DEB EPC	419 548	2830746	2870639	NO
P	4AN-EP-CH	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	CH-DEB EPC	419 548	2830753	2870639	NO
P	4AN-EP-DE	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	DE-DEB EPC	8639 0854.0	2830746	2870639	NO
P	4AN-EP-FR	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	FR-DEB EPC	419 548	2830745	2870639	NO
P	4AN-EP-GB	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	GB-DEB EPC	419 548	2830747	2870639	NO
P	4AN-EP-IT	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	IT-DEB EPC	419 548	2830748	2870639	NO
P	4AN-EP-JP	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	JP-DEB EPC	419 548	2830749	2870639	NO
P	4AN-EP-NL	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	NL-DEB EPC	419 548	2830754	2870639	NO
P	4AN-EP-SE	Lenka Limited	8997345.6	13.06.2009	18.01.1993	30.06.2002	SE-DEB EPC	419 548	2830752	2870639	NO
P	4AN-P-AU	Lenka Limited	31371 83	13.06.2009	07.02.1992	13.06.2002	AUSTRALIA	615 771	2830229	2870639	NO
P	4AN-P-BR	Lenka Limited	PI 8907466	22.02.2009	28.12.1999	13.06.2002	BRAZIL	PI 8907466	2830228	2870639	NO
P	4AN-P-CA	Lenka Limited	602 308	25.02.2004	25.02.1997	25.02.2002	CANADA	1 334 970	2831040	2870639	NO
P	4AN-P-DE	Lenka Limited	2834 98	13.06.2009	28.03.1995	30.06.2002	GERMANY	149 861	2830273	2870639	NO
P	4AN-P-ES	Lenka Limited	8902072	13.06.2009	26.03.1991	30.06.2002	SPAIN	2 418 723	2831061	2870639	NO
P	4AN-P-FI	Lenka Limited	98 6131	13.06.2009	25.04.1996	30.06.2002	FINLAND	96 313	2830275	2870639	NO
P	4AN-P-JP	Lenka Limited	387873 89	13.06.2009	15.07.1996	25.07.2001	JAPAN	2 543 603	2830277	2870639	NO
P	4AN-P-KR	Lenka Limited	90 702281	13.06.2009	17.12.1997	11.12.2001	SOUTH KOREA	133 187	2830217	2870639	NO
P	4AN-P-MX	Lenka Limited	016 482	14.06.2008	29.07.1993	31.01.2003	MEXICO	149 887	2831078	2870639	NO
P	4AN-P-NO	Lenka Limited	90 5392	13.06.2009	08.02.1993	30.06.2002	NORWAY	176 126	2830224	2870639	NO
P	4AN-P-RU	Lenka Limited	499040 14	13.06.2009	19.01.1997	13.06.2002	RUSSIA	2 071 354	2830220	2870639	NO
P	4AN-P-SE	Lenka Limited	2830214-0	14.06.2008	14.11.1991	30.06.2002	SWEDEN	8802314-0	2830889	2870639	NO
P	4AN-P-US-CERT	Lenka Limited	353 770	30.09.2012	08.05.1993	08.12.2004	USA	5 217 406	2831044	2870639	NO
P (A)	SEALLES-ILUO-P-EP	Lenka Limited	512277 91	31.10.2016	18.07.2000	18.01.2004	JAPAN	6 090 999	2830912	2830415	NO
P	SEALLES-ILUO-P-US	Lenka Limited	047066 850	09.09.2018	03.09.2001	30.09.2001	USA	9803878-4	2831033	2831703	NO
P	SACK-PC-DE	Lenka Limited	9803878-4	09.09.2019	09.09.2019	09.09.2004	GERMANY	2010226	2831026	2831703	NO
P (A)	SACK-PC-AU	Lenka Limited	98165 99	09.09.2019	09.09.2019	09.09.2004	AUSTRALIA	2010226	2831026	2831703	NO
P (A)	SACK-PC-BR	Lenka Limited	PI 9813379	09.09.2019	09.09.2019	09.09.2001	BRAZIL	2010226	2831026	2831703	NO
P (A)	SACK-PC-CA	Lenka Limited	2 343 346	09.09.2019	09.09.2019	09.09.2002	CANADA	2010226	2831026	2831703	NO
P (A)	SACK-PC-CN	Lenka Limited	99 210766.2	09.09.2019	09.09.2019	09.09.2001	CHINA	2010226	2831026	2831703	NO
P (A)	SACK-PC-EP	Lenka Limited	9928614.5	09.09.2019	09.09.2019	09.09.2001	EP	2810277	2831026	2831703	NO

Time	Manufacturer/ Trademark	Applicant Name	Application No	Expiry	Date of Registration	Registered Date	Country	Pat. No.	Pub. No.	Expiry	Registered At
P (A)	SACK-PC-P	Lundin Limited	2000-008426				JAPAN	2010273	201793	201793	BO
P (A)	SACK-PC-KE	Lundin Limited	15-2004-7003				SOUTH KOREA	2010274	201793	201793	BO
P (A)	SACK-PC-MX	Lundin Limited	2001 002558				MEXICO	2010251	201793	201793	BO
P (A)	SACK-PC-NO	Lundin Limited	2001 1128	09.05.2019	30.05.2001		NORWAY	2010259	201793	201793	BO
P (A)	SACK-PC-US	Lundin Limited					USA	2010276	201793	201793	BO
P (A)	SACK-PC-ZA	Lundin Limited	2001 2500	09.05.2019	05.05.2002		SOUTH AFRICA	2010246	201793	201793	BO

CONFIRMATORY ASSIGNMENT WITH BACKGROUND

WHEREAS, Lanka Limited, having its registered address at Falcon Cliff, Palace Road, Douglas, Isle of Man, for valuable consideration paid by Bruce Medical AB, a Corporation of Sweden, having its registered address at P.O. Box 81, S 260 40 Viken, SWEDEN, the receipt of which is hereby acknowledged, did, on 30 November 2001, by way of the attached 5 page instrument entitled "Assignment of Patents," grant, sell, transfer, deliver and assign to Bruce Medical AB all undivided rights, title and instruments, in what is now currently U.S. Patent No. 6,565,606, issued May 20, 2003 and which was then referenced in the 30 November 2001 Assignment by the country code "USA" and the internal file no. 2010270.

Now, THEREFORE, to whom it may concern,

BE IT KNOWN that by means of the aforementioned "Assignment of Patents", dated 30 November 2001, Lanka Limited, did grant, sell, transfer, deliver and assign unto the said Bruce Medical AB, and by these presents does hereby confirm the grant, sale, transfer, delivery and assignment unto the said Bruce Medical AB, of the entire undivided right, title and interest in and to U.S. Patent No. 6,565,606, including the right to sue for past infringement.

Lanka Limited

By: Signature: _____

Date: 23rd MARCH 2004
(day/mo/yr)

Printed Name: F. A. PATTISON

Title: DIRECTOR

By: Signature: _____

Bruce Medical AB

Date: 10/03/04
(day/mo/yr)

Printed Name: Lars Bruce

Title: President