

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intersurgical Ltd	07/05/2012
RECEIVING PARTY DATA	
Name:	Intersurgical AG
Street Address:	Landsrasse 11
City:	Vaduz
State/Country:	LIECHTENSTEIN
Name:	Muhammad Aslam Nasir
Street Address:	Top Valley Lodge, Chaul End Village
Internal Address:	Caddington
City:	Bedfordshire
State/Country:	UNITED KINGDOM
Postal Code:	LU1 4AX
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29416561
CORRESPONDENCE DATA	
Fax Number:	(520)882-7643
Phone:	520-882-7623
Email:	kgood@hayes-soloway.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Norman P. Soloway
Address Line 1:	4640 E. Skyline Drive
Address Line 4:	Tucson, ARIZONA 85718
ATTORNEY DOCKET NUMBER:	SCOTT USD1687A DES

OP \$40.00 29416561

NAME OF SUBMITTER:

Norman P. Soloway

Total Attachments: 8

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USD 16 87

DATED

5 July 2012

ASSIGNMENT OF REGISTERED DESIGNS

between

INTERSURGICAL LTD

and

INTERSURGICAL AG

and

MUHAMMED ASLAM NASIR

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THIS AGREEMENT is dated

PARTIES

- (1) INTERSURGICAL LTD incorporated and registered in England and Wales with company number 01488409 whose registered office is at Crane House, Molly Millars Lane, Wokingham, Berkshire, RG41 2RZ (**Assignor**).
- (2) INTERSURGICAL AG a company registered in Liechtenstein, whose registered office is at Landsrasse 11, Vaduz, Liechtenstein (**Assignee**).
- (3) MUHAMMAD ASLAM NASIR a British National of Top Valley Lodge, Chaul End Village, Caddington, Bedfordshire LU1 4AX (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the applications for, and registrations of, the Registered Designs set out in Schedule 1 (together the **Designs**).
- (B) The Assignor owns all the rights in the Designs and has agreed to assign such rights to the Assignees including the rights to apply for and obtain such design registrations as are available in all countries of the world, together with the priority thereof and in and to any unregistered design rights and copyrights in the Designs on the terms hereinafter appearing.

AGREED TERMS

1. ASSIGNMENT

- 1.1 In consideration of the sum of £1 exclusive of value added tax (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignees with full title guarantee the following rights:
 - (a) the Designs;
 - (b) the rights in the Designs to apply for and obtain such design registrations as are available in all countries of the world, together with the priority thereof, including any extensions or renewals of such rights
 - (c) the rights in the copyrights and unregistered design rights in the Designs being the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright, Designs and Patents Act 1988 in relation to the Designs in [the United Kingdom] [together with copyrights and unregistered design rights in all other countries in the world] (and/or any similar rights in countries which such rights exist) for the whole term of such copyrights and unregistered design rights including any extensions or renewals of such rights; and
 - (d) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 1.1 together with all accrued

rights of action in relation to any past or existing infringement of such rights.

1.2 The Assignees shall be responsible for payment of value added tax (VAT) on the assignment, subject to production of a valid VAT invoice by the Assignor.

1.3 The Assignor shall maintain in safekeeping and provide upon request first recording the Designs in a design document and documentation evidencing the date of the first manufacture of the article which is the subject of the Designs and its first marketing anywhere in the world.

2. **PROCEEDINGS**

The Assignor agrees and undertakes to provide to the Assignees (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignees against or by any third party relating to the rights assigned by this agreement.

3. **WARRANTIES**

- (a) the Assignor is the sole owner of all rights in the Designs;
- (b) the Designs have been maintained and are in force, and all renewal fees have been paid;
- (c) it has not licensed or assigned any rights in the Designs to any third party in any part of the world.

4. **FURTHER ASSURANCE**

The Assignor shall at the cost and expense of the Assignees do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignees may from time to time reasonably require in order to give the Assignees the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

5. **INDEMNITY**

The Assignor shall indemnify the Assignees against all and any loss, damages or costs sustained by the Assignees arising out of any breach by the Assignor of any of its warranties under this assignment. At the request of the Assignees and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignees to resist any claim, action or proceedings brought against the Assignees as a consequence of that breach.

6. **GOVERNING LAW AND JURISDICTION**

- 6.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Designs

Part 1. Design applications

Description	Jurisdiction	Application number
Airway Device	US	29/416,561


Signed by
for and on behalf of
INTERSURGICAL LTD

Position:

Signed by
for and on behalf of
INTERSURGICAL AG

Position:

Signed by MUHAMMED ASLAM
NASIR


05/07/2012

Signed by Harold Bollen
for and on behalf of
INTERSURGICAL LTD

[Signature]
Position:

Signed by Michael Harte
for and on behalf of
INTERSURGICAL AG

[Signature]
Position: Technical Director

Signed by MUHAMMED ASLAM
NASIR

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