### 502642369 01/20/2014

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2688977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
BIOCOMPATIBLES, INC.	11/01/2013
BIOCOMPATIBLES UK LTD	11/01/2013

### **RECEIVING PARTY DATA**

Name:	ECKERT & ZIEGLER BEBIG S.A.
Street Address:	ZONE INDUSTRIELLE C
City:	SENEFFE
State/Country:	BELGIUM
Postal Code:	7180

### PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	6755793	
Patent Number:	7278972	

### **CORRESPONDENCE DATA**

**Fax Number**: (860)527-0464 **Phone**: 860-549-5290

Email: parent@ip-lawyers.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: MCCORMICK, PAULDING & HUBER LLP
Address Line 1: CITYPLACE II, 185 ASYLUM STREET
Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	7302-0000
NAME OF SUBMITTER:	WM. TUCKER GRIFFITH
Signature:	/WM. TUCKER GRIFFITH/
Date:	01/20/2014 PATENT

502642369 REEL: 032002 FRAME: 0341

# Total Attachments: 11 source=7302-Patent-Assignment#page1.tif source=7302-Patent-Assignment#page3.tif source=7302-Patent-Assignment#page4.tif source=7302-Patent-Assignment#page5.tif source=7302-Patent-Assignment#page5.tif source=7302-Patent-Assignment#page6.tif source=7302-Patent-Assignment#page7.tif source=7302-Patent-Assignment#page8.tif source=7302-Patent-Assignment#page9.tif source=7302-Patent-Assignment#page10.tif source=7302-Patent-Assignment#page11.tif

### PATENT ASSIGNMENT AGREEMENT

WHEREAS, Biocompatibles, Inc, a Delaware corporation located at 115 Hurley Road, Building 3, Oxford, Connecticut, USA ("Biocompatibles") and Eckert & Ziegler BEBIGs.a., a Belgian corporation located at Zone Industrielle C, 7180 Seneffe - Belgium ("Assignee"), are parties to the Asset Purchase Agreement dated September 17, 2013 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Biocompatibles has agreed to enter, and has agreed to cause Biocompatibles UK Ltd, a company registered in England and Wales with company number 4305025 with its registered address at Chapman House, Farnham Business Park, Weydon Lane, Farnham, Surrey GU9 8QL, UK (together with Biocompatibles, the "Assignor") to enter, into this Patent Assignment to assign and transfer the Patents (as defined in the Purchase Agreement) listed in the attached Schedule A (collectively, the "Assigned Patents") to Assignee; and

WHEREAS, Assignor is the owner of all rights, titles and interests in, under and to the inventions claimed by the Assigned Patents ("<u>Patent Rights</u>"), and Assignee is desirous of acquiring all of said Assigned Patents and Patent Rights.

NOW, THEREFORE, for good and valuable consideration referred to in the Purchase Agreement, the receipt of each of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor does hereby assign to Assignee, all right, title and interest in and to the Assigned Patents and Patent Rights, including any and all causes of action, rights and remedies arising under such Assigned Patents or Patent Rights prior to or after the effective date of this Patent Assignment, and any divisions, reissues, continuations, continuations-in-part, renewals, extensions, revisions and foreign counterparts of such Assigned Patents and Patent Rights to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the end of the term for which such Assigned Patents and Patent Rights are granted or reissued as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
- 2. Assignor authorizes and empowers Assignee or its nominees to invoke and claim for the Assigned Patents and Patent Rights any and all other form of protection, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 3. Assignor hereby consents that a copy of this Patent Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose, and more particularly but without limitation in proof of the right of Assignee or its nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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- 4. Assignor hereby authorizes the respective officials whose duty it is to issue patent rights or other forms of industrial property protection to issue to or as requested by Assignee, in accordance with the terms of this Patent Assignment, the Assigned Patents and Patent Rights, and to issue any and all letters patent and Patent Rights resulting from the Assigned Patents and Patent Rights and from any and all reissues, re-examinations, divisions, continuations, renewals, extensions, continuations-in-part, revisions, and foreign counterparts thereof, such that all letters patent and other Patent Rights resulting from the Assigned Patents and Patent Rights, and any worldly rights not expressly referenced herein on the inventions, vest in and accrue to Assignee.
- 5. Assignor hereby represents and warrants that it has the full right and power to convey the entire rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.
- 6. At the request and expense of Assignee, Assignor agrees to execute and deliver all documents, papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's rights, titles, and interests in and to the Assigned Patents and the Patent Rights, including but not limited to delivery of all Documents (as the term is used in the Purchase Agreement), and the transfer of power of attorney and other indicia of authority pertaining to the Assigned Patents, and the provision of evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.
- 7. Assignor hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.
- 8. This Agreement is linked to the Purchase Agreement so that if for any reason the Purchase Agreement was to be declared void or null, the present Agreement would be automatically declared void or null.
- 9. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

[No further text on this page]

IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Agreement on this  $1^{5r}$  day of 100., 2013.

	ASSIGNOR:
	BIOCOMPATIBLES, INC.
	Name: JAMES MATONS Title: PRESIDENT
	BIOCOMPATIBLES UK LTD
	Name: Title:
	Place of Execution:
THE STATE OF <u>CT</u> \$ COUNTY OF <u>New Have</u> r \$	
This instrument was acknowledged a OLL day of October	and executed before me by J. Matons on this the 2013.
(Seal)	Notary Public in and for the State of CT  My commission expires: Joly 31, 2017
	Lisa M. Chirco Notary Public-Connecticut My Commission Expires July 31, 2017

**REEL: 032002 FRAME: 0345** 

IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Agreement on this 1st day of 100%, 2013.

ASSIGNOR:	
BIOCOMPATIBLES, INC.	
Name:	
Title: BIOCOMPATIBLES UK LTD	
Plalouter	
Name: Rolf Soderstrom Title: Chief Financial Officer	

Place of Execution:

THE STATE OF SEGRETRON

City of London

Reach Sederstron

This instrument was acknowledged and executed before me by on this the 244-day of octore a company, 2013.

Notary Public in and for the State of My commission expires.

Notary Public London, England

(J. B. BURGESS)

My Commission Expires with Life

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Signature Page to Patent Assignment Agreement

PATENT

REEL: 032002 FRAME: 0346

IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Agreement on this 16th day of Nov., 2013.

ASSIGNEE:

ECKERT & ZAFIELER BEBIGS.a.

By: Managing Director
Eckert & Ziegler BEBIG s.a.

Title: Zone Industrielle C
7180 Seneffe - Beiglum
Place of Execution:

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged and executed before me by \_\_\_\_\_ on this the

(Seal)

Notary Public in and for the State of \_\_\_\_\_

My commission expires:

Signature Page to Patent Assignment Agreement

### Schedule A

# **Assigned Patents**

### **Bone marrow Extraction Tool**

Botte marrow Extraction 1001						
COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
Germany	018501304	27-Jul-2001	1175866	06-Dec-2006	60124990.9	Issued
France	018501304	27-Jul-2001	1175866	06-Dec-2006	1175866	Issued
United Kingdom	018501304	27-Jul-2001	1175866	06-Dec-2006	1175866	Issued
United States of America	09/927,702	01-Aug-2001	2003-0153842	29-Jun-2004	6,755,793	Issued

### Combined bone marrow aspiration and core biopsy device

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	10/347,966	21-Jan-2003	2003-0139688	09-Oct-2007	7,278,972	Issued

## **Delivery System for Interstitial Radiation Therapy**

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
Austria	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Belgium	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Switzerland	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Czech Republic	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Germany	027764315	01-Nov-2002	1450891	26-Dec-2012	60244300.8	Issued
Denmark	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
European Patent Office	02776431.5	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
European Patent Office	12154430.8	01-Nov-2002	2462988			Allowed

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Spain	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
France	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
United Kingdom	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Greece	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Ireland	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Italy	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Netherlands	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Portugal	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Sweden	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
Turkey	027764315	01-Nov-2002	1450891	26-Dec-2012	1450891	Issued
United States of America	10/035,083	28-Dec-2001	2003-0088140	13-Jun-2006	7,060,020	Issued
United States of America	10/397,940	28-Dec-2001	2003-0171637	03-Mar-2009	7,497,818	Issued
United States of America	11/260,939	28-Dec-2001	2006-0069298	25-Jan-2011	7,874,974	Issued
United States of America	11/409,805	28-Dec-2001	2006-0264688	01-May-2007	7,211,039	Issued
United States of America	11/692,084	28-Dec-2001	2007-0191669	05-Aug-2008	7,407,477	Issued
United States of America	12/691,508	28-Dec-2001	2010-0121130	17-May-2011	7,942,803	Issued

Delivery System and Method for Interstitial Radiation Therapy Using Seed Strands with Custom End Spa						
COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
Australia	2004238342	12-May-2004	2004238342	04-Nov-2010	2004238342	Issued
United States of America	10/619,928	15-Jul-2003	2004-0230087	14-Feb-2006	6,997,862	Issued
United States of America	11/261,970	15-Jul-2003	2006-0074270	15-Jun-2010	7,736,294	Issued
United States of America	11/274,424	15-Jul-2003	2006-0089520	15-Jun-2010	7,736,295	Issued

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### **Hollow Radioactive Seeds for Interstitial Brachytherapy**

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	10/132,930	26-Apr-2002	2003-0088144	07-Sep-2004	6,786,858	Issued
United States of America	10/716,333	26-Apr-2002	2007-0135674	07-Aug-2007	7,252,630	Issued

Delivery system and method for interstitial radiation therapy using strands constructed with extruded strand housings

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COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS	
United States of America	10/162,006	02-Nov-2001	2003-0084988	11-Jul-2006	7,074,291	Issued	
United States of America	11/455,305	02-Nov-2001	2006-0235365	29-Nov-2011	8,066,627	Issued	

### **Delivery System for Interstitial Radiation Therapy**

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	10/162,547	04-Jun-2002	2003-0092958	22-Aug-2006	7,094,198	Issued

Delivery system and method for interstitial radiation therapy using seed strands constructed with preformed strand housing

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS	
United States of America	10/162,548	04-Jun-2002	2003-0088142	13-Jul-2004	6,761,680	Issued	
United States of America	10/705,133	04-Jun-2002	2004-0102671	17-Jul-2007	7,244,226	Issued	

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### **Echogenic strands and spacers therein**

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	11/517,649	07-Sep-2006		25-Jan-2011	7,874,976	Issued

### **Echogenic spacers and strands**

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	11/517,642	07-Sep-2006		01-Feb-2011	7,878,964	Issued

# After-loader for positioning implants for needle delivery in brachytherapy and other radiation therapy

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	11/592,909	03-Nov-2006	2007-0265488	02-Aug-2011	7,988,611	Issued
United States of America	11/741,652	03-Nov-2006	2008-0009660	26-Jul-2011	7,985,172	Issued

### Bio-absorbable brachytherapy strands

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COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
European Patent Office	09706237.6	29-Jan-2009	2240243			Pending
United States of America	12/361,285	28-Jan-2009	2009-0216063			Pending
United States of America	13/423,963	28-Jan-2009				Pending

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# Delivery system and prescription method for interstitial radiation therapy using enhanced parametric release sterested techniques

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COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	10/987,141	12-Nov-2004	2005-0191207	02-Jun-2009	7,540,998	Issued

### Implants for use in Brachytheraphy and other radiation therapy that resist migration and rotation

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COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	11/187,411	22-Jul-2005	2007-0021643	15-Jun-2010	7,736,293	Issued
United States of America	12/335,435	22-Jul-2005	2009-0099402	14-Feb-2012	8,114,007	Issued
United States of America	12/357,276	22-Jul-2005	2009-0124894	20-Sep-2011	8,021,291	Issued
United States of America	12/357,329	22-Jul-2005	2009-0124846	05-Jun-2012	8,192,345	Issued
United States of America	12/388,436	22-Jul-2005	2009-0149692			Pending
United States of America	12/773,630	22-Jul-2005	2010-0210892			Pending

### Devices to resist migration and rotation of implants used in Brachtherapy and other radiation therapy

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	11/489,895	22-Jul-2005	2007-0021642	05-Jul-2011	7,972,261	Issued
United States of America	12/538,028	22-Jul-2005	2009-0312594			Pending

# Therapeutic member including a rail to resist movement within a needle used in brachytherapy and other radi therapy

COUNTRY	APPLICATION		PUBLICATION		PATENT	
NAME	NUMBER	DATE FILED	NUMBER	ISSUE DATE	NUMBER	STATUS

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Australia	2010218112	23-Feb-2010				Pending
Canada	2,753,203	23-Feb-2010				Pending
European Patent Office	10746717.7	23-Feb-2010	2401022			Pending
United States of America	12/393,349	22-Jul-2005	2009-0203953	29-May-2012	8,187,159	Issued
United States of America	13/213,012	22-Jul-2005	2012-0016176	05-Feb-2013	8,366,598	Issued

### Spacers for use in Brachytherapy, Radiotherapy, and other Medical Therapy

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
European Patent Office	11163551.2	21-Apr-2011	2380629			Pending
United States of America	12/963,410	08-Dec-2010	2011-0263923			Pending

### Bone marrow biopsy needle assembly - Design

COUNTRY NAME	APPLICATION NUMBER	DATE FILED	PUBLICATION NUMBER	ISSUE DATE	PATENT NUMBER	STATUS
United States of America	29/114,849	12-Feb-1999		23-Jan-2001	D436,664	Issued

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