502667547 02/05/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2714154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	7060020
Patent Number:	7497818
Patent Number:	7874974
Patent Number:	7211039
Patent Number:	7407477
Patent Number:	7942803
Patent Number:	6997862
Patent Number:	7736294
Patent Number:	7736295
Patent Number:	6786858
Patent Number:	7252630
Patent Number:	7074291
Patent Number:	8066627
Patent Number:	7094198
Patent Number:	6761680
Patent Number:	7244226 PATENT

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Patent Number:	7874976
Patent Number:	7878964
Patent Number:	7988611
Patent Number:	7985172
Application Number:	12361285
Application Number:	13423963
Patent Number:	7540998
Application Number:	12963410
Patent Number:	8187159
Patent Number:	8366598
Patent Number:	7736293
Patent Number:	7972261
Patent Number:	8114007
Patent Number:	8021291
Patent Number:	8192345
Application Number:	12388436
Application Number:	12538028
Application Number:	12773630

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	BIOC1-00000US0	
NAME OF SUBMITTER:	SHELDON R. MEYER	
Signature:	/Sheldon R. Meyer; Reg. No. 27660/	
Date:	02/05/2014	

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

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

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 ("Patent Rights"), 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.

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IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Agreement on this $\frac{1}{2}$ day of $\frac{1}{1}$ day of $\frac{1}{1}$.

	ASSIGNOR:
	BIOCOMPATIBLES, INC.
	Name: JAMES MATONS Title: PRESIDENT
	BIOCOMPATIBLES UK LTD
	Name: Title:
	Place of Execution:
THE STATE OF <u>CT</u> §	
COUNTY OF New Hover §	
This instrument was acknowledged a <u>OU</u> day of <u>Cc4c6cc</u>	and executed before me by <u>J. Madoos</u> on this the , 2013. Ox. and Clinco
(Seal)	Notary Public in and for the State of <u>CT</u> My commission expires: スパップパスのパラ
t.	Lisa M. Chirco Notary Public-Connecticut My Commission Expires July 31, 2017

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Signature Page to Patent Assignment Agreement

IN TESTIMONY WHEREOF, the Assignor and Assignce have executed this Agreement on this 15 day of Nov., 2013.

ASSIGNOR:

Name: Title:

BIOCOMPATIBLES, INC.

		BIOCOMPATIBLES UK LTD
		Name: Rolf Soderstrom Title: Chief Financial Officer
		Place of Execution:
	THE STATE OF § -COUNTY OF §	England & Wales City of London
	This instrument was acknowledged	and executed before me by on this the, 2013.
		Notary Public in and for the State of My commission expires:
7		Notary Public London, England (LLB: BURGESS)
4		My Commission Expires with Life

Signature Page to Patent Assignment Agreement

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PATENT REEL: 032145 FRAME: 0718

IN TESTIMONY WHEREOF, the Assig Agreement on this particle of Nov., 2013.	gnor and Assignee have executed this
ASSIC	ince:
ECKE Bv:	RT & ZADIELER BEBIGS.2. Of the Dr. Edgar Löffler
Name: Title:	Menaging Director Ecken & Ziegler BEBIG e.e. Zone Industrielle C 7188 Seneffe - Belgtum

Place of Execution:

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged and executed before me by _____ on this the _____ day of ______. 2013.

(Seal) Notary Public in and for the State of _____ My commission expires:

ſ

Signature Page to Patent Assignment Agreement

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RECORDED: 02/05/2014