

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2743616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AORORA TECHNOLOGIES PTY LTD	01/29/2014
RECEIVING PARTY DATA	
Name:	INTERSECTION MEDICAL, INC.
Street Address:	1808 ASTON AVENUE, SUITE 120
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8509886
Patent Number:	8068906
CORRESPONDENCE DATA	
Fax Number:	(650)212-7562
Phone:	(650) 212-1700
Email:	info@shayglenn.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SHAY GLENN LLP
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210
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ATTORNEY DOCKET NUMBER:	10189-700.301 AND 700.501
NAME OF SUBMITTER:	MARY BUGGIE
Signature:	/Richard D. Shoop, Reg. No. 45,763/
Date:	02/26/2014

Total Attachments: 8

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RECORDATION FORM COVER SHEET
PATENTS ONLY

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(1) Aorora Technologies Pty Ltd

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Intersection Medical, Inc.**
1808 Aston Avenue, Suite 120
Carlsbad, CA 92008

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

EXECUTION DATE: (1) 01/29/2014

Name and address of receiving party(ies):

Name:

Street Address:

City: State: Zip:

Country:

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) –

Title:

B. Patent No.: **8,509,886**Title: **CARDIAC MONITORING SYSTEM**Patent No.: **8,068,906**Title: **CARDIAC MONITORING SYSTEM**

Additional numbers attached?

☐ Yes ☒ No

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

Richard D. Shoop
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$0.00

☒ Charge any required fees to **Deposit Account 50-4050.**

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard D. Shoop, Reg. No. 45,763

Name of Person Signing

Signature

February 26, 2014

Date

Total number of pages including cover sheet, attachments, and documents: **8**

Patent Assignment Agreement

Aorora Technologies Pty Ltd

Intersection Medical, Inc.

**Piper Alderman
Lawyers**

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Patent Assignment Agreement

Parties

1. **AORORA TECHNOLOGIES PTY LTD ACN 110 881 411** of C/- MPR Group Pty Ltd, HWT Tower, Level 18, 40 City Road, Southbank, Victoria, Australia (**Assignor**)
2. **INTERSECTION MEDICAL, INC.**, a company incorporated in the State of Delaware in the United States of America, of 1808 Aston Avenue, Suite 120, Carlsbad, California, USA (**Assignee**)

Background

- A. The Assignor is a subsidiary of the Assignee.
- B. The Assignor holds rights in and to various patents and patent applications in Australia and in various overseas jurisdictions.
- C. The Assignee wishes to acquire all the Assignor's rights worldwide in and to these various patents and patent applications.
- D. The Assignor agrees to assign all the Assignor's rights worldwide in and to these various patents and patent applications on the terms and conditions of this agreement.

Terms and Conditions

1. Definitions

In this agreement:

Effective Date means the date of execution of this agreement;

Intellectual Property Rights means:

- (a) current and future, registered or unregistered rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right (whether at common law or conferred by statute) anywhere in the world;
- (b) all applications and rights to apply for registration in respect of the foregoing or rights of a similar nature arising, or capable of arising, anywhere in the world; and
- (c) rights to protect trade secrets, know how or confidential information anywhere in the world,

for the full period of the rights and all renewals and extensions.

Inventions means all inventions the subject of the Patents.

Patents means:

- (a) the patent applications and patents so specified in Schedule 1;
- (b) all divisional, continuation, continuation-in-part or substitute applications which claim priority from any of the patent applications referred to in paragraph (a); and
- (c) all patents which may issue on any of the patent applications referred to in paragraph (a) and (b) (and all renewals, extensions, re-examinations or re-issues of any of such patents).

2. Interpretation

In this agreement, unless the context otherwise requires:

- (a) singular includes plural and plural includes singular;
- (b) reference to a party includes that party's personal representatives, successors and permitted assigns; and
- (c) headings do not affect interpretation.

3. Assignment

In consideration of the sum of A\$1.00 (receipt of which is hereby acknowledged), on and from the Effective Date, the Assignor assigns absolutely to the Assignee, encumbrance free:

- (a) all right, title and interest in and to:
 - (1) the Patents anywhere in the world;
 - (2) all Intellectual Property Rights in respect of the Inventions anywhere in the world, (together, the **Assigned Intellectual Property**); and
- (b) all rights, powers, liberties, and immunities arising, or which may arise, from the Assigned Intellectual Property (including, without limitation, the right to take any action that the Assignor has had, or may have, against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any of the Assigned Intellectual Property, including any such infringement or misuse prior to the date of this agreement).

4. Warranties and indemnity

The Assignor warrants to the Assignee that:

- (a) neither the execution of this agreement nor the performance of the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party or is subject; and
 - (b) the Assignor is able to assign the rights referred to in clause 3 encumbrance free.
-

5. General conditions

- 5.1 This agreement may only be amended in writing signed by the parties.
- 5.2 This document records the entire agreement between the parties about its subject matter.
- 5.3 This agreement may be executed in any number of counterparts. A counterpart may be a facsimile. Together all counterparts make up one document. If this agreement is executed in counterparts, it takes effect when each party has received the counterpart executed by each other party, or would be deemed to have received it if a notice.
- 5.4 Each party must do everything necessary to carry out this agreement including executing documents. If the Assignor fails or is unable to complete any of its obligations under this agreement, the Assignor hereby irrevocably appoints the Assignee the duly and validly appointed attorney of the Assignor to complete its obligations under this agreement.
- 5.5 This agreement is governed by the law of the State of Victoria, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them. No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.
- 5.6 Each party must bear its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of this agreement.

Schedule 1 – Patents

Jurisdiction	Title	Application No.	Publication No.	Patent No.
PCT	CARDIAC MONITORING SYSTEM	PCT/AU2005/000893	WO2005/122881	
PCT	CARDIAC MONITORING SYSTEM	PCT/US2008/069559	WO 2009/009616	
US	CARDIAC MONITORING SYSTEM	13/305,606	US-2012-0071772-A1	8,509,886
US	CARDIAC MONITORING SYSTEM	11/776,456	US-2008-0009759-A1	8,068,906
Australia	CARDIAC MONITORING SYSTEM	2004903334		
Australia	CARDIAC MONITORING SYSTEM	2005253651		
Australia	CARDIAC MONITORING SYSTEM	2008275068		2008275068
Canada	CARDIAC MONITORING SYSTEM	2,572,206		
Canada	CARDIAC MONITORING SYSTEM	2,692,795		
Europe	CARDIAC MONITORING SYSTEM	05752412.6	1768552	
Europe	CARDIAC MONITORING SYSTEM	08796130.6	2178434	
Japan	CARDIAC MONITORING SYSTEM	2007-516888	2008-503277A	
Japan	CARDIAC MONITORING SYSTEM	2010-516230	2010-533040	
United States	CARDIAC MONITORING SYSTEM	11/629,804	US-2009-0082679-A1	

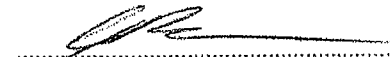
Execution

Executed as an agreement on

29 January

2014

Executed by
Aorora Technologies Pty Ltd

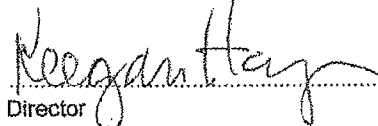

.....
Director

Gregory Wayne Brown
Name (please print)

.....
Director/Company Secretary

.....
Name (please print)

Executed by
Intersection Medical, Inc.


.....
Director

Keegan Lee Harper
Name (please print)

.....
Director/Company Secretary

.....
Name (please print)