

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2866804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HEALTH ROBOTICS S.R.L.	05/08/2014
RECEIVING PARTY DATA	
Name:	AESYNT TOPCO B.V.
Street Address:	CLAUDE DEBUSSYLAAN 24, 1082 MD
City:	AMSTERDAM
State/Country:	NETHERLANDS
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8499919
Patent Number:	8539989
Patent Number:	8632738
Application Number:	12829559
Application Number:	12870881
Application Number:	12870875
Application Number:	13476138
Application Number:	13760473
Application Number:	13760511
Application Number:	13475160
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	susan.zablocki@kirkland.com
Correspondent Name:	SUSAN ZABLOCKI
Address Line 1:	KIRKLAND & ELLIS LLP
Address Line 2:	601 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	17170-3
NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/

PATENT

DATE SIGNED:	05/22/2014
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Total Attachments: 11

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ASSIGNMENT AGREEMENT
(hereinafter, the “**Agreement**”)

by and between

Health Robotics S.r.l., a company duly incorporated under the laws of Italy, having its registered office in Via Altmann, n. 9/A, 39100 Bolzano (Italy), registered with the Company Registry of Bolzano, registration and tax code 02493250217 (hereinafter, “**HR**”)

- on the one side -

and

Aesynt Topco B.V., a company duly incorporated under the laws of the Netherlands, having its registered office in Claude Debussylaan 24, 1082 MD Amsterdam, Netherlands, registered with the trade register of the Chamber of Commerce under number 58876499 (hereinafter, “**Aesynt**”)

- on the other side -

(hereinafter also, jointly, the “**Parties**” and each of them, a “**Party**”)

WHEREAS

- HR, an indirect wholly-owned subsidiary of Aesynt Holding Cooperatif U.A., a company duly organized under the laws of the Netherlands (together with each of its direct and indirect subsidiaries, including HR and Aesynt, the “**Aesynt Group**”), operates in the field of “*pharmacy automation*”, i.e. the supply of software, equipment and services destined to automation, computerization and management of the productive and organizational process related to the management of the drugs and medicines within the healthcare and medical structures, which includes, without limitations, the process managed by or which involves the hospital pharmacies or the structures within the hospital allocated to receive, inspect, prepare, store and deliver the drugs and medicines destined to the pharmaceutical therapy; and
- Aesynt manages the worldwide intellectual property rights of the Aesynt Group.

NOW, THEREFORE, in consideration of the recitals and covenants set forth herein, which form integral and substantial part of this Agreement, the Parties hereto agree as follows:

1. Definitions

1.1 In addition to the other definitions set forth hereunder, in this Agreement:

- “**Execution Date**”: means May 8, 2014.
- “**Intellectual Property Rights**”: means any and all trademarks (and relevant applications), patents (and relevant applications), domain names and software, as listed in **Annex A** to this Agreement, and including, for the sake of clarity, all intellectual property rights assigned to HR pursuant to the Medarchiver Assignment Agreement and it remaining understood that, in the event that the list contained in **Annex A** includes regional and/or international patents and/or patent applications (e.g., European patents, PCT patent applications) the definition of “Intellectual Property Rights” shall cover also any and all actual and/or possible regionalizations and/or nationalizations thereof.
- “**Medarchiver Assignment Agreement**”: means the intellectual property assignment agreement executed on March 28, 2014 by and among Health Robotics S.r.l.,

2. Assignment and transfer of the Intellectual Property Rights

2.1 Assignment of Intellectual Property Rights. To the fullest extent permitted under applicable law, by means of this Agreement, HR hereby assigns and transfers to Aesynt all rights, title, and interest in the Intellectual Property Rights, including (i) with reference to copyright, all rights howsoever granted to an author (and/or its assignee) under any applicable laws including, without limitation, the right to reproduce the work, permanently or temporarily, wholly or partially, as well as rights to elaborate, distribute, give in loan or rent, translate, adapt, transform, visualize, execute, transmit, memorize, communicate the work to the public with any medium and/or technology and (ii) with reference to patents, trademarks and domain names, all rights granted to the holder of such patent, trademark and domain name under any applicable laws including (x) the right to file and prosecute further patent and/or trademark applications on the same inventions and/or distinctive signs before any competent patent and trademark offices worldwide, and (y) the right to seek registration of other domain names similar to the domain names transferred and assigned pursuant to this Agreement.

2.2 Modalities of transfer. Following the Execution Date, the Parties undertake to share such further information and documents and to execute and deliver to Aesynt such further instruments and assignment agreements as Aesynt shall request, for the purpose of completing and/or confirming the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement. Without prejudice to the foregoing, HR shall promptly sign and execute, as soon as practicable after the Execution Date, any documentation necessary to duly complete all the assignments as set out in this Agreement, including, without limitation, execution of all documents and/or deeds which may be necessary for Aesynt and/or its patent and/or trademark attorneys in order to obtain registration of the assignment of the Intellectual Property Rights to Aesynt before any competent patent and/or trademark offices worldwide. In particular, the Parties further agree to put in place any activity (including the execution of any acknowledgment deed) necessary in case of regionalizations and/or nationalizations of any regional and/or international patents and/or patent applications listed in **Annex A**.

2.3 Special provisions on assignment of certain patents. HR hereby represents to Aesynt that certain patent applications listed in **Annex A** (hereinafter, the “**Medarchiver Patents**”) and better identified in Schedule A of the Medarchiver Assignment Agreement have been originally filed by Medarchiver S.r.l., and have been assigned by Medarchiver S.r.l. to HR on March 28, 2014 pursuant to the Medarchiver Assignment Agreement. With reference to the Medarchiver Patents, HR hereby undertakes to make its best efforts to obtain from Medarchiver S.r.l., also by enforcing the terms of the Medarchiver Assignment, prompt execution of all deeds and/or documents which may be needed to be signed and/or executed by Medarchiver S.r.l. in order to perfect the assignment of the Medarchiver Patents to Aesynt.

3. Consideration

3.1 Consideration. The Parties agree that the consideration payable to HR by Aesynt under this Agreement (the “**Consideration**”) shall be equal to a minimum of Euro 1,800,000.00. The Parties hereby acknowledge and agree that the above mentioned Consideration is provisional and will be adjusted to be equal to the valuation of the Intellectual Property Rights as set forth in the valuation report of KPMG, to be attached hereto as **Annex B** upon the completion of such report.

- 3.2** Payment of the Consideration. The Parties hereby agree that the Consideration shall be paid by Aesynt to HR no later than 15 working days from the Execution Date, by means of bank wire transfer to the bank accounts that will be communicated by HR.

4. Representations and warranties of HR

HR represents and warrants to HR that, at the Execution Date, (i) all Intellectual Property Rights shall exclusively vest in HR, and (ii) the Intellectual Property Rights are not subject to any liens and/or encumbrances by any third party.

5. Miscellanea

- 5.1** Recitals and Annexes. The recitals and all the Annexes mentioned in the body of this Agreement shall be deemed to be an integral, substantial and inseverable part of this Agreement.

- 5.2** No waiver. The failure of either Party to enforce or to exercise any term of this Agreement does not constitute a waiver of such term, and shall in no way affect that Party's right later to enforce or to exercise it.

- 5.3** Entire agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding its subject matter, and supersedes all prior agreements and understandings which may exist between the Parties in relation thereto.

- 5.4** Amendments. Any amendment to this Agreement, including the Annexes thereto, shall be made and executed in English language, in written form and shall be signed by duly authorized agents of the Parties.

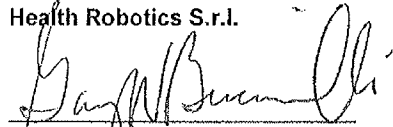
- 5.5** Applicable law. This Agreement shall be governed and construed according to Italian law, without application of its conflict of laws principles.

- 5.6** Exclusive jurisdiction. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the Courts of Milan, Italy.

[Signature page follows]

Entered into on May 8, 2014.

Health Robotics S.r.l.



Full name of the signatory
Gary Bucciarelli

Aesynt Topco B.V.

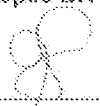
Full name of the signatory
John A. Schneider
Authorized representative

Entered into on May 8, 2014.

Health Robotics S.r.l.

.....
Full name of the signatory
Gary Bucciarelli

Aesynt Topco B.V.


.....
Full name of the signatory
John A. Schneider
Authorized representative

Annex A

Schedule of the Intellectual Property Rights

[Please see attached.]

Country	Intl. Class/es	Type	Trademark	Filing No.	Filing Date	Registr. No.	Registr. Date	Lapse Date	Country
US- U.S.A.	37	P - word	HEALTH ROBOTICS	77504161	20/06/2008	3539133	25/11/2008	25/11/2018	
⌘									Australia, Switzerland, China,
I* - ** International Trade Mark **	9	P - word	I.V. SOFT	2521-D/2009	14/08/2009	1015023	14/08/2009	14/08/2019	European Union, Norway, Singapore, Turkey, United States of America
IT- ITALY	9	P - word	I.V. SOFT	BZ2009C000169	27/07/2009	1226788	18/11/2009	27/07/2019	
I* - ** International Trade Mark **	7,9	P - word	I.V. STATION	2537/D/2008	09/12/2008	996890	09/12/2008	09/12/2018	Switzerland, European Union, Norway, Singapore, Turkey
IT- ITALY	7,9	P - word	I.V. STATION	BZ2008C000290	26/11/2008	1188741	23/04/2009	26/11/2018	
I* - ** International Trade Mark **	7,9	P - word	IV STATION	2515-D/2008	17/06/2008	977192	14/07/2008	14/07/2018	Australia, Switzerland, European Union, Norway, Singapore, Turkey
IT- ITALY	7,9	P - word	IV STATION	BZ2008C000098	27/05/2008	1126988	14/07/2008	27/05/2018	
I* - ** International Trade Mark **	7,9	P - word	TPNSTATION	2519-D/2009	27/07/2009	1014437	12/08/2009	12/08/2019	Switzerland, European Union, China, Japan, Republic of Korea, Norway, Singapore, Turkey
IT- ITALY	7,9	P - word	TPNSTATION	BZ2009C000150	15/07/2009	1226787	18/11/2009	15/07/2019	

PATENT

Domain Names owned by HR

health-robotics.com	Health Robotics S.r.l.	aplus.net (www.aplus.net)	04-ott-05	04-ott-14
health-robotics.it	Health Robotics S.r.l.	ARUSA-REG (http://www.aruba.it)	02-dic-12	03-nov-14
health-robotics.biz	Health Robotics S.r.l.	easynaria.eu	28-gen-10	27-gen-15
health-robotics.co.uk	Health Robotics S.r.l.	easynaria.eu	02-dic-08	02-dic-14
health-robotics.eu	Health Robotics S.r.l.	easynaria.eu	02-dic-08	31-dic-14
health-robotics.info	Health Robotics S.r.l.	easynaria.eu	02-dic-08	02-dic-14
health-robotics.mobi	Health Robotics S.r.l.	easynaria.eu	02-dic-08	02-dic-14
health-robotics.net	Health Robotics S.r.l.	easynaria.eu	02-dic-08	02-dic-14
health-robotics.org	Health Robotics S.r.l.	easynaria.eu	02-dic-08	02-dic-14
health-robotics.us	Health Robotics S.r.l.	easynaria.eu	02-dic-08	02-dic-14
healthrobotics.biz	Health Robotics S.r.l.	easynaria.eu	28-gen-10	27-gen-15
healthrobotics.eu	Health Robotics S.r.l.	easynaria.eu	28-gen-10	31-gen-15
healthrobotics.info	Health Robotics S.r.l.	easynaria.eu	28-gen-10	28-gen-15
healthrobotics.net	Health Robotics S.r.l.	easynaria.eu	13-giu-06	13-giu-14
healthrobotics.org	Health Robotics S.r.l.	easynaria.eu	28-gen-10	28-gen-15
healthrobotics.us	Health Robotics S.r.l.	easynaria.eu	28-gen-10	27-gen-15

Products sold by HR in relation to which HR assigns to Aesynt all the relevant Intellectual Property Rights legitimately owned by HF

i.v.Station	ACTIVE
i.v.Station ONCO	ACTIVE
i.v.Station 2	IN DEVELOPMENT
i.v.Station TPN	IN DEVELOPMENT
i.v.Soft Assist	ACTIVE
i.v.Soft Profile	ACTIVE
i.v.Soft Worklist	ACTIVE
i.v.Soft CheckOut	ACTIVE
i.v.Soft SafeKart	IN DEVELOPMENT
i.v.Soft Track	ACTIVE
i.v.Soft Dashboard	IN DEVELOPMENT
i.v.Soft Label+	ACTIVE

Annex B

Valuation Report

[To be attached.]