

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2968735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROLUTIONS GMBH	09/09/2013
RECEIVING PARTY DATA	
Name:	OSSUR HF
Street Address:	GRJOTHALS 5
City:	REYKJAVIK
State/Country:	ICELAND
Postal Code:	110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13419113
CORRESPONDENCE DATA	
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Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	19793.407A
NAME OF SUBMITTER:	JUSTIN J. CASSELL
SIGNATURE:	/Justin J. Cassell/
DATE SIGNED:	08/05/2014
Total Attachments: 5	
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AGREEMENT

This AGREEMENT (the "Agreement") is made, entered into and effective as of this 9th day of September, 2013, by and between

Össur hf. hereinafter referred to as "Össur", an Icelandic Limited Liability Company, Grjóthálsi 5, 110 Reykjavik, Iceland

And

Prolutions GmbH, a German Company, Sprengerstr. 44j, 29223 Celle, Germany (hereinafter referred to as "Prolutions")

RECITALS

Whereas Össur is engaged in the business of inventing, developing, designing, manufacturing and selling Medical Devices, such as rehabilitation and prophylactic devices, including prosthetics and braces and supports.

Whereas Prolutions is the owner certain Patent Rights naming Stefan Bergande as Inventor.

Whereas Prolutions have developed and launched a Pro-Line series of prosthetic adapters that are currently being sold by Prolutions.

Whereas Össur is interested in acquiring full rights to the Patent Rights and Pro-Line Series.

Whereas Prolutions is interested in selling those rights to Össur.

The parties desire to commit their understanding to this in writing.

Therefore, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, Össur and Prolutions hereby agree as follows:

1.0 Recitals

1.1 The RECITALS above stated are hereby incorporated into this Agreement.

2.0 Definitions

1. For the purposes of this Agreement, the following terms shall have the meanings as set forth below:
2. "Medical Devices" are rehabilitation and prophylactic devices, including prosthetics and braces and supports, developed, designed, manufactured and sold by Össur

Össur – Prolutions patent and Proline purchase agreement

3. "Patent Rights" are all rights in and to the following patents and patent applications covering the invention "Leg prosthesis":
 - a. German patent application DE 10 2011 013970.2 filed 15. March 2011
 - b. German patent application DE 10 2012 0004 016.4, filed 28. February 2012
 - c. US patent application 13/419,113, filed on 13. March 2012, claiming priority to DE 10 2011 013970.2
4. "Inventor" or "Inventors" are the inventor of the Patent Rights, Stefan Bergande
5. "Know-How" is all technical and other knowledge, related to the Patent Rights and their use that is not already defined or explained in written form but is helpful in understanding and utilizing said rights, including, but not limited to technical drawings, design files, quality documentation and instructions of use.
6. "Products" is a Pro-Line range of prosthetic adapters and associated brand names developed and marketed by Prolutions consisting of Proklett, Proklett Direct and Prolock Direct products.
7. "Net Sales" are defined as revenue received by Company from the wholesale sale by Company of the Products to its customers, less returns, discounts, allowances, chargeback, freight, insurance, duty, V.A.T., other taxes, tariffs, and other similar deductions.

3.0 Assignment of Patent Rights

- 3.1 Inventors and Prolutions hereby assign and transfer to Össur a full, worldwide, right, title, and interest in and to the invention and the Patent Rights. Inventors will contemporaneously upon signature of this Agreement by the last party, or promptly following receipt of a request to do so from Össur, execute or cause to be executed any instrument or document presented by Össur or its appointed attorney to inventors to effect, perfect, record, document and/or register such sale, assignment and transfer in any territory of the world that is deemed by Össur to be desired or necessary. Inventors hereby appoint Össur his agent in the filing, prosecution, and obligatory maintenance of the Patent Rights.
- 3.2 Inventors and Prolutions agree and undertake to fully cooperate with Össur and provide advice to the patent attorney in charge of patent prosecution regarding all technical issues related to the Patent Rights.
- 3.3 Following Össur's purchase of the Patent Rights, Inventors and Prolutions shall: (i) deliver any documents that are in its possession or control that may be requested by Össur for the purpose of obtaining, maintaining, prosecuting or defending patent protection in any country based on the Patent Rights; and (ii) otherwise assist Össur in all respects with regard to the processing of national applications, including to the extent possible providing signatures to facilitate filing, maintaining, defending and prosecuting of any patent applications in any countries where national patents are filed based on the Patent Rights.

4.0 Acquisition of Products

- 4.1 **Product range.** Óssur is acquiring Pro-Line range of prosthetic adapters: Proklett, Proklett Direct and Prolock Direct. Óssur is also acquiring brand names Pro-Line, Proklett, Proklett Direct and Prolock Direct.
- 4.2 **Know-How.** Óssur is acquiring all the know-how related to the Product range, including but not limited to: technical drawings, design files, quality documentation and instructions for use.

Section 5 - REDACTED

6.0 Binding Effect

Óssur -- Proolutions patent and Proline purchase agreement

6.1 This Agreement is intended to be binding and effective only upon the signature of all parties hereto.

7.0 General Provisions

7.1 **Governing Law.** This Agreement shall be governed in all respects (including validity, interpretation and effect) by and construed in accordance with the laws of Iceland (excluding the choice of law provisions thereto).

7.2 **Jurisdiction and Venue.** Each party consents to the exclusive jurisdiction and venue of the court of Reykjavik, in connection with any dispute arising hereunder, and further consents and submits to the personal jurisdiction of those courts with respect to any such dispute.

7.3 All communications required by or arising from this agreement shall be transmitted by e-mail, facsimile or courier having a delivery tracking service, to the following addresses until the parties notify each other in writing or e-mail of different address and shall be regarded as received by the addressee on the actual acknowledged or provable date of receipt:

For Össur:

Address given above, directed to:
Tatjana Latinovic
Intellectual Property Director
tlatinovic@ossur.com

For Prolutions:

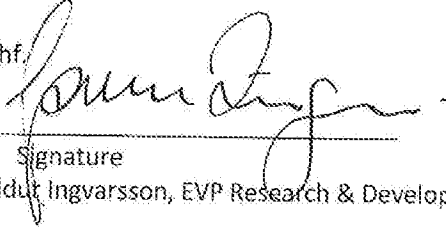
Address given above, directed to:
Steffen Jahnke
sjahnke@proolutions.net

INTENDING TO BE BOUND, the parties have executed this Agreement the date above first written.

- Signature page to follow -

Össur hf.

By:


Signature

Thorvaldur Ingvarsson, EVP Research & Development

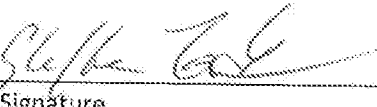
Proolutions:

By:


Signature

Stefan Bergande

By:


Signature

Steffen Jahnke