

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3007018

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	UNITED STATES ENDOSCOPY GROUP, INC.	09/03/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VISUALIZATION BALLOONS, LLC	
<b>Street Address:</b>	8 WOODLAND ROAD	
<b>City:</b>	WEST CALDWELL	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07006	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13439977
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)645-7707	
<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>		
<b>Phone:</b>	(404) 645-7700	
<b>Email:</b>	kmontgomery@mcciplaw.com	
<b>Correspondent Name:</b>	MEUNIER CARLIN & CURFMAN, LLC	
<b>Address Line 1:</b>	817 W. PEACHTREE STREET, NW	
<b>Address Line 2:</b>	SUITE 500	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308	
<b>ATTORNEY DOCKET NUMBER:</b>	10544-003US1	
<b>NAME OF SUBMITTER:</b>	KAREN R. MONTGOMERY	
<b>SIGNATURE:</b>	/Karen R. Montgomery/	
<b>DATE SIGNED:</b>	09/03/2014	
<b>Total Attachments: 7</b>		
source=10544_003US1_Assignment_Agreement#page1.tif		
source=10544_003US1_Assignment_Agreement#page2.tif		
source=10544_003US1_Assignment_Agreement#page3.tif		
source=10544_003US1_Assignment_Agreement#page4.tif		
source=10544_003US1_Assignment_Agreement#page5.tif		
source=10544_003US1_Assignment_Agreement#page6.tif		

PATENT



## **INVENTION ASSIGNMENT AGREEMENT**

**Invention Assignment Agreement**, (the "Agreement") between United States Endoscopy Group, Inc., (the "Assignor"), and Visualization Balloons, LLC, (the "Assignee").

Accordingly, the Parties agree as follows:

### **Article 1. Definitions**

1.1 **Defined Terms.** As used in this Agreement, terms defined in the preamble have their assigned meanings, and the following terms have the meanings assigned to them.

- (a) "Agreement" means this **Invention Assignment Agreement** and all included Schedules and Exhibits.
- (b) "Assignee" means Visualization Balloons, LLC, along with its successors and assigns.
- (c) "Assignor" means United States Endoscopy Group, Inc. , along with its successors and assigns.
- (d) "Parties" means Assignor and Assignee.
- (e) "Party" means Assignor or Assignee.

### **Article 2. Representations and Warranties of the Parties**

The Assignee and Assignor each represents and warrants that, as of the Effective Date, execution, delivery and performance of this Agreement have been duly authorized by all

necessary action on the part of such Party, its officers and directors and does not conflict with, violate, or breach any agreement to which either Assignor or Assignee is a party, or either Party's articles of incorporation or bylaws.

### **Article 3. The Assignor's Covenants**

In exchange for the Assignee's Covenants detailed in Article 4, the Assignor shall do the following:

**3.1 Assignment.** The Assignor shall deliver to the Assignee an assignment (the "Assignment") executed by the Assignor and notarized, identical to the assignment shown in Exhibit A attached hereto.

### **Article 4. The Assignee's Covenants**

In exchange for the Assignor's Covenants detailed in Article 3, the Assignee agrees as follows:

**4.1 Use Forfeiture.** The Assignee represents that it currently does not intend to make, have made, use, sell, offer for sale, market, export, import, or license any products that use, incorporate, or encompass the inventions, improvements or intellectual property rights that include:

- (a) the clamp mechanism as expressly described in paragraph [0086] of U.S. Patent Publication No. 2012/0259175, or disclosed in any and all divisional, continuing, substitute, renewal, reissue and all other patent

applications that have been or shall be filed in the United States and all foreign countries on any such inventions or improvements, identified as "clamp mechanism 250"; or

- (b) the user actuated clamp as expressly described in paragraph [0087] of U.S. Patent Publication No. 2012/0259175, or disclosed in any and all divisional, continuing, substitute, renewal, reissue and all other patent applications that have been or shall be filed in the United States and all foreign countries on any such inventions or improvements identified as "user actuated clamp 282."

**4.2 Royalty Obligation.** Assignee understands and agrees to pay Assignor a royalty payment equal to: (a) five percent (5%) on the net sales price invoiced by Assignee or (b) fifteen percent (15%) of any license fee received by Assignee, resulting from the sale or license of any products described in Section 4.1 above. For purposes of this Section 4.2, the term "net sales price" as used herein means the invoice price less any discounts, taxes, tariffs, freight and shipping charges billed to the customer, and amounts allowed or credited for defects or returns. Any royalty payment shall become due and payable sixty (60) days after the close of the fiscal quarter in which the sales or licensing of the products were made. Assignee's royalty obligation expires on the earlier of ten (10) years following the date of the first sale or license of products described in Section 4.1 or the expiration date of the last to expire patent listed on Schedule 1 of the Assignment, attached hereto as Exhibit A.

**Article 5. General Provisions**

**5.1 Execution of Agreement.** This agreement may be executed by original or facsimile signature in several counterparts, all of which shall be deemed to be originals, and all of which shall constitute one and the same Agreement. Notwithstanding the foregoing, the Parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

**5.2 Entire Agreement.** This Agreements and the Exhibits hereto (which Exhibits are deemed to be a part of this Agreement for all purposes) contain the full understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writing relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties.

This Agreement shall become effective immediately upon execution by both Parties.

**United States Endoscopy Group, Inc.**

Date: 8.27.2014

Tony Siracusa  
Tony Siracusa, V.P. and General Manager

Reviewed and approved as to form  
by the U.S. Endoscopy Legal Dept.  
CLM 8/27/2014

**Visualization Balloons, LLC**

Date: 8/26/14

Boris Reydel  
Boris Reydel CEO

**EXHIBIT A**  
**ASSIGNMENT**

For valuable consideration **United States Endoscopy Group, Inc.**, an Ohio corporation, hereby assigns to **Visualization Balloons, LLC**, a corporation of New Jersey, having a place of business at 8 Woodland Road, West Caldwell, New Jersey 07006, and its successors (collectively hereinafter "the Assignee"), all its right, title, and interest throughout the world in the inventions and improvements that are subject of patent applications and issued patents as described in Schedule 1 (hereinafter the "Applications") attached hereto and incorporated by reference herein.

This assignment including said Applications, any and all divisional, continuing, substitute, renewal, reissue and all other applications for patent that have been or shall be filed in the United States and all foreign countries on any such inventions or improvements; all original and reissued patents that have been or shall be issued in the United States and all foreign countries on such inventions or improvements; and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said Applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and United States Endoscopy Group, Inc. authorizes the Assignee to apply in all countries in its name or in Assignee's own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and agrees without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

United States Endoscopy Group, Inc.

Signature:

Title/Name:

Date:

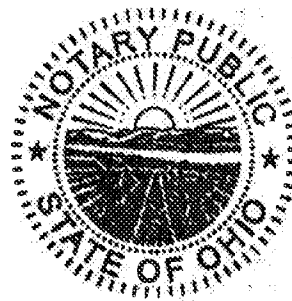
Tony Siracusa  
TONY SIRACUSA - VP #6M  
9/3/2014

STATE OF OHIO )  
 ) SS.  
COUNTY OF LAKE )

On September 3, 2014, before me, the undersigned, a notary public for the State of Ohio, there personally appeared Tony Siracusa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Assignment, who acknowledged having executed the same in his/her authorized capacity and that by his/her signature on this Assignment, the person or the entity upon behalf of which he/she acted, executed this Assignment.

WITNESS my hand and official seal.

[Signature]  
Notary Public



CRAIG L. MOORE  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION HAS NO  
EXPIRATION PURSUANT TO  
O.R.C. 147.03



SCHEDULE 1

PATENTS/PATENT APPLICATIONS

COUNTRY	PATENT/PUBL. NO.	ISSUE/PUBL. DATE	APPL'N NO.	DATE FILED
USA			61/471,957	05 APR 2011
USA	2012-0159175 A1	11 OCT 2012	13/439,977	05 APR 2012
PCT	WO 2012/138815 A1	11 OCT 2012	PCT/US2012/032248	05 APR 2012
China	CN103781394 A	07 MAY 2014	201280016620.3	05 APR 2012
EPO	EP2693931 A1	12 FEB 2014	12714491.3	05 APR 2012