

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3011644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYSTAGENIX WOUND MANAGEMENT (US), INC.	10/15/2013
RECEIVING PARTY DATA	
Name:	WOUNDCHECK LABORATORIES (US), INC.
Street Address:	151 MARTINE STREET
Internal Address:	ADVANCED TECHNOLOGY & MANUFACTURING CENTER
City:	FALL RIVER
State/Country:	MASSACHUSETTS
Postal Code:	02723
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8012698
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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>	
Phone:	312-913-0001
Email:	docketing@mbhb.com
Correspondent Name:	MCDONNELL BOEHNNEN HULBERT & BERGHOFF LLP
Address Line 1:	300 SOUTH WACKER DRIVE
Address Line 2:	SUITE 3200
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	14-1163-WO-US
NAME OF SUBMITTER:	MICHELLE MCMULLEN-TACK
SIGNATURE:	/Michelle McMullen-Tack/
DATE SIGNED:	09/05/2014
Total Attachments: 9	
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CONTRIBUTION AND ASSUMPTION AGREEMENT

This CONTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of October 15, 2013, is by and between Systagenix Wound Management (US), Inc., a Delaware corporation ("Systagenix U.S.") and Woundchek Laboratories (US), Inc., a Delaware corporation ("Diagnostics Company"). Capitalized terms used in this Agreement but not defined herein shall have the meaning given to them in that certain Share Purchase Agreement by and between Systagenix Holding Corp., a Cayman Islands exempted company limited by shares ("Cayman"), Systagenix Wound Management Coöperatie B.A., a Netherlands cooperative ("Dutch Co-op") and Kinetic Concepts, Inc., a Texas corporation, dated July 26, 2013, as amended on August 28, 2013 (the "Share Purchase Agreement").

RECITALS

WHEREAS, Cayman is the sole stockholder of Systagenix U.S.;

WHEREAS, pursuant to the Share Purchase Agreement, Cayman and Dutch Co-Op are required, and are required to cause each of their respective Affiliates, to use their best efforts to effectuate the Restructuring Transaction; and

WHEREAS, pursuant to the Restructuring Transaction, Systagenix U.S. is to contribute and transfer to Diagnostics Company, and Diagnostics Company is to accept and assume, all of the assets and liabilities of the Diagnostic Business which are applicable to Systagenix U.S.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION

SECTION 1.1 Transferred Assets: Systagenix U.S. hereby contributes, conveys, assigns, delivers and transfers to Diagnostics Company, and Diagnostics Company hereby accepts and acquires, any and all of the right, title and interest of Systagenix U.S. in, to and under the Transferred Assets (as defined below).

SECTION 1.2 Assumed Liabilities: Systagenix U.S. hereby assigns and transfers to Diagnostics Company, and Diagnostics Company hereby assumes and undertakes to pay, perform and discharge the Assumed Liabilities. For the avoidance of doubt, Diagnostics Company does not assume or undertake to pay, perform or discharge any other liability of Systagenix U.S. (or any predecessor of Systagenix U.S. or any prior owner of all or part of Systagenix U.S.'s businesses, assets or properties) of whatever nature other than the Assumed Liabilities (as defined below).

SECTION 1.3 Transferred Assets Subject to Third-Party Consents: To the extent that the contribution, assignment, transfer, conveyance or delivery or attempted contribution,

assignment, transfer, conveyance or delivery to Diagnostics Company of any Transferred Asset is prohibited by any applicable Law or would require any Governmental Authority or third party authorizations, approvals, consents or waivers and such authorizations, approvals, consents or waivers have not been obtained, this Agreement shall not constitute a contribution, assignment, transfer, conveyance or delivery, or any attempted contribution, assignment, transfer, conveyance or delivery, thereof (the "Non-Transferable Assets"). With respect to each Non-Transferable Asset, the parties hereto further agree that (i) the parties shall cooperate with each other in using commercially reasonable efforts to obtain as promptly as practicable such authorizations, approvals, consents or waivers and (ii) until such time that such authorizations, approvals, consents or waivers have been obtained, the parties will implement alternative reasonable and lawful arrangements which will result in Diagnostics Company receiving substantially all the benefits and bearing substantially all the costs, liabilities and burdens with respect to any Non-Transferable Asset.

SECTION 1.4 Definitions. For purposes of this Agreement:

- (a) "Transferred Assets" means the assets, properties and rights of Systagenix U.S. that are set forth on Schedule 1.4 attached hereto.
- (b) "Assumed Liabilities" means the obligations and liabilities to the extent related to the Transferred Assets.

SECTION 1.5 Binding Tax Election Agreement. Systagenix U.S. and Diagnostics Company agree to elect to apply Section 362(c)(2)(C) of the Code to the contribution transaction described in Article I so that Systagenix U.S. reduces its basis in the stock of Diagnostics Company pursuant to Treas. Reg. section 1.362-4(d). Systagenix U.S. shall prepare and timely file an election pursuant to section 362(e)(2)(C) of the Code in accordance with Treas. Reg. section 1.362-4(d)(3), and shall promptly provide a copy of such election and the corresponding materials to Diagnostics Company.

ARTICLE II
MISCELLANEOUS

SECTION 2.1 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 2.2 Governing Law. This Agreement shall be governed and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

SECTION 2.3 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 2.4 Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. The parties agree that delivery of this Agreement may be effected by means of an exchange of facsimile or other electronic copies.

SECTION 2.5 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

SECTION 2.6 Interpretation. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (b) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (c) the terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) when a reference is made in this Agreement to an Article, Section, paragraph, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Exhibit or Schedule of this Agreement; (e) the words "include," "includes" and "including" when used in this Agreement shall be deemed to be modified by the words "without limitation;" (f) the use of the word "or" is not intended to be exclusive; (g) the word "shall" shall be construed to have the same meaning and effect of the word "will"; (h) a reference to any party to this Agreement or any other agreement or document shall include such party's predecessors, successors and permitted assigns; and (i) a reference to any Law means such Law as amended, modified, codified replaced or reenacted, as of the date hereof, and all rules and regulations promulgated thereunder as of the date hereof.

SECTION 2.7 Further Assurances. At any time after the date of this Agreement, each of the parties hereto shall promptly execute, acknowledge and deliver any other assurances or documents reasonably requested by the other party and reasonably necessary for such party to satisfy its obligations under this Agreement or the other documents contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

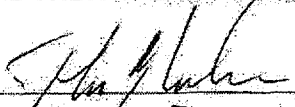
SYSTAGENIX U.S.:

SYSTAGENIX WOUND MANAGEMENT
(US), INC.

By: _____
Name:
Title:

DIAGNOSTICS COMPANY:

WOUNDCHek LABORATORIES (US), INC.

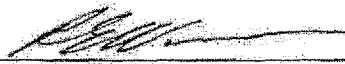
By: 
Name: J. H. B. WILKENS
Title: CEO

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SYSTAGENIX U.S.:

SYSTAGENIX WOUND MANAGEMENT
(US), INC.

By: 
Name: ERNEST W. HASEK
Title: CEO

DIAGNOSTICS COMPANY:

WOUNDCHEK LABORATORIES (US), INC.

By: _____
Name: _____
Title: _____

SCHEDULE 1.4

TRANSFERRED ASSETS

Contracts

Asset Purchase Agreement between 02 Insights Inc. and Systagenix Wound Management (US), Inc., 7 June 2012.
Non-Disclosure Agreement between 02 Insights Inc. and Systagenix Wound Management (US), Inc., 11 June 2012.
Professional Services Agreement between Systagenix, Inc. and Triple Ring Technologies, Inc. dated June 26, 2012.
Systagenix Triple Ring SOW
Pilot EPA Outcomes Measurement Exercise between Systagenix Inc. and Health Outcomes WorldWide Inc.
Consulting Agreement between Systagenix Wound Management (US), Inc. and Dr. Robert Snyder.
Consulting Agreement with Robert Rushenberg, June 7 2012.
Consulting Agreement with Samit Gupta, June 7, 2012.
Pilot EPA Outcomes Measurement Exercise between Systagenix Inc. and Health Outcomes WorldWide Inc.

Licensed Intellectual Property

Asset Type	Asset Description	Jurisdiction	Licensee	Registration Information	Specification of IP Rights
Patents Licensed	Compositions, methods and systems for monitoring oxygen	USA	Systagenix Wound Management U.S. Inc	Delaware US 26-3336791	US 61/486,519
Patents Licensed	Nanoparticulate probe for in vivo monitoring of tissue oxygenation	USA	Systagenix Wound Management U.S. Inc	Delaware US 26-3336791	US8066973 US7662362 US20100172843 US20120276011 CA2541385 EP1677676
Patents Licensed	Paramagnetic material patch	USA	Systagenix Wound Management U.S. Inc	Delaware US 26-3336791	US 61/495,854
Patents Licensed	Systems and methods for assessment of oxygenation	USA	Systagenix Wound Management U.S. Inc	Delaware US 26-3336791	US20130127466 WO2012166673

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Owned Intellectual Property

<i>Asset Type</i>	<i>Asset Name/Description</i>	<i>Specification of IP rights</i>
Patent (Owned)	Diagnosis of clinical infection of a wound	US7794925
Patent (Owned)	Measurement of cytoskeletal proteins and uses thereof in diagnosis, prognosis and therapy	US2007141131
Patent (Owned)	Diagnosis and prognosis of wound infection by measurement of a phospholipase A2 in wound fluid	US20070231380
Patent (Owned)	Methods, Peptides and Biosensors Useful for Detecting a Broad Spectrum of Bacteria	US20070275423
Patent (Owned)	Method for detecting escherichia coli	US8377651 US 13/756053
Patent (Owned)	Cationic anti-microbial peptides and methods of use thereof	US8124370 US20120135440
Patent (Owned)	Monitoring of Wounds by Measurement of Protease and Protease Inhibitor Levels in Wound Fluids	US20080132468
Patent (Owned)	Device for detecting enzyme in a sample	US20090104690
Patent (Owned)	Marker of wound infection	US2009299161
Patent (Owned)	Diagnostic markers of wound infection I, II, III	US8012698 US2012010099 US2007053961 US20070053962
Patent (Owned)	Diagnostics and Methods for Removal and Detection of Interferents	US20090304778
Patent (Owned)	Signal amplification using a synthetic zymogen	US7566564
Patent (Owned)	Diagnostic markers of Wound Infection	US8012698 US2012010099
Patent (Owned)	Wound diagnosis by quantitating cortisol in wound fluids	US5912114
Patent (Owned)	Diagnostic test devices	US7601546
Patent (Owned)	Colorimetric Substrates, Colorimetric Sensors, and Methods of Use	US20070269851
Patent (Owned)	Sample collection and testing device with pivot arm	US20090318829

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Patent (Owned)	Sample collection and testing device with swing arm	US7955572
Patent (Owned)	Method for detecting microorganisms	US2005142622

Domain Names

<i>Domain Name</i>	<i>Registration Information</i>
woundchek.com	Registration Date: 14/03/2011 Expiry Date: 14/03/2014 Name of Registrar: CSC
woundchek.xxx	Registration Date: 06/12/2011 Expiry Date: 06/12/2013 Name of Registrar: CSC
wounddiagnostics.com	Registration Date: 22/08/2005 Expiry Date: 22/08/2014 Name of Registrar: CSC
proteasemarker.com	Registration Date: 28/12/2010 Expiry Date: 28/12/2013 Name of Registrar: GoDaddy
testforepa.com	Registration Date: 19/03/2013 Expiry Date: 19/03/2014 Name of Registrar: CSC

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Other Transferred Assets

All research and development, work in progress, lab-books, design history files, marketing and sales materials, files, sales records, customer lists, and any and all other real, personal, tangible or intangible property rights and interests relating to the following:

- a. WOUNDCHEK™ Protease Status, Project Sofia V2 (second generation WOUNDCHEK™ Protease Status), Project LIMA (bacterial protease activity diagnostic), Project Madrid (bacterial protease sensor), Project Vienna (tissue oxygenation diagnostic), and all other diagnostic products in exploration, concept, research, development or commercialization).
- b. Computers, mobile phones and any other associated software, hardware and/or personal property specifically assigned to the transferred employees.

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