

12/31/2014

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OMB No. 0651-0027 (exp. 04/30/2015)

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Sabre Medical Consultancy LLP

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 11, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Assignment by Declaration

2. Name and address of receiving party(ies)

Name: Inventive Medical Limited

Internal Address: 5th Floor East

Street Address: 250 Euston Road

City: London

State:

Country: UNITED KINGDOM Zip: NW1 2PG

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

12/919,003

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Knobbe Martens Olson & Bear LLP

Internal Address: 14th Floor

Street Address: 2040 Main Street

City: Irvine

State: CA Zip: 92614

Phone Number: 949-760-0404

Docket Number: MARKS53.001APC

Email Address: efilng@knobbe.com

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 11-1410

Authorized User Name Knobbe Martens Olson & Bear LLP

01/08/2015 DTIMBERL 00000006 111410 129 9003

01 FC:8021 12/10/14 PA
Date**9. Signature:**

Signature

Bruce S. Itchkawitz, Ph.D.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

MARKS53.001APC

PATENT

Inventors : Colin Bruce Martin et al.
App. No. : 12/919,003
Filed : March 25, 2011
For : MEDICAL TRAINING METHOD
AND APPARATUS

**DECLARATION OF OF IAN G WHITTAKER REGARDING TRANSFER OF
OWNERSHIP FROM SABRE MEDICAL CONSULTANCY LLP TO INVENTIVE
MEDICAL LTD.**

I, Ian G Whittaker, based on personal knowledge or information, declare and state as follows:

1. I am a Chief Executive with Inventive Medical Limited, Applicant of the above-identified application ("the Application"), having a principle place of business at 5th Floor East, 250 Euston Road, London, NW1 2PG, United Kingdom ("Inventive Medical").

2. The Application (U.S. Appl. No. 12/919,003) is a United States national phase application of International Appl. No. PCT/US2008/000636, filed 25 February 2008. The Application names the following four inventors: Colin Bruce Martin, Susan Jane Wright, Andrew Smith, and Adam Cubitt.

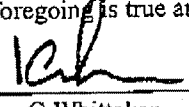
3. Pursuant to an "IP and Consultancy Agreement relating to the Animated Heart" dated 17 January 2011, a redacted copy of which is attached herewith, Sabre Medical Consultancy LLP ("Sabre") irrevocably and unconditionally assigned (by way of present and future assignment) absolutely and with full title guarantee "all Intellectual Property Rights owned or created by Sabre throughout the world that subsist and come to subsist in (i) the Animated Heart, including HeartWorks TOE, HeartWorks TTE, and all New Versions."

4. The subject matter of the Application is included in "all Intellectual Property Rights owned or created by Sabre throughout the world that subsist and come to subsist in the Animated Heart, including HeartWorks TOE, HeartWorks TTE, and all New Versions." Thus, the assigned rights include all rights throughout the world to the Application.

5. The foregoing facts establish that any rights that Sabre once held in the Application were subsequently wholly transferred to Inventive Medical.

6. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

By:


Ian G Whittaker
Chief Executive
Inventive Medical Ltd.

18645842 081214

Executed on: 11 September 2014

5042193-1-DTHORPE

Signature Copy

DATED 17th January 2011

INVENTIVE MEDICAL LIMITED

- and -

SABRE MEDICAL CONSULTANCY LLP

IP AND CONSULTANCY AGREEMENT

relating to the Animated Heart

FARRER & CO LLP
66 Lincoln's Inn Fields
London WC2A 3LH
Tel: 020 3375 7000
Fax: 020 3375 7001
www.farrer.co.uk

FARDM1-1822434.3

THIS AGREEMENT is made the day of 2011
BETWEEN

- (1) INVENTIVE MEDICAL LIMITED, a company incorporated under the laws of England and Wales (No. 06468381) whose registered office is 5th Floor East, 250 Euston Road, London, NW1 2PG ("IML"); and
- (2) SABRE MEDICAL CONSULTANCY LLP a limited liability partnership with registered number OC350669 whose registered office is 94 West Parade, Lincoln, Lincolnshire, LN1 1JZ ("Sabre").

WHEREAS

- (1) IML, Glassworks and the Consultants have developed the Animated Heart and a version known as HeartWorks TOB (as such terms are defined below).
- (2) Under a separate contract (which is currently being finalised) IML and Glassworks have agreed to develop a new version of the Animated Heart which is known as HeartWorks TTE (as such term is defined below).
- (3) The Consultants together have the expertise and have established Sabre, a limited liability partnership, to provide the Services in order to assist IML in exploiting the Animated Heart and developing HeartWorks TTE.
- (4) Sabre now agrees to provide the Services to IML on the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Intellectual Property

- 6.1 Sabre hereby irrevocably and unconditionally assigns (by way of present and future assignment) to IML absolutely and with full title guarantee all Intellectual Property Rights owned or created by Sabre throughout the world that subsist and come to subsist in (i) the Animated Heart, including HeartWorks TOE, HeartWorks TTE and all New Versions, (ii) the Marketing Materials and (iii) any other deliverable or outcome of the Services, together with all rights of action in respect of such Intellectual Property Rights as have accrued at the date of this Agreement.
- 6.2 Sabre agrees to do all such further things and execute all such documents as may be necessary to confirm, perfect or enforce the title of IML to the Intellectual Property Rights including the execution of any document referred to in clause 8.2.
- 6.3 IML grants Sabre a non-exclusive, royalty-free, non-transferable, worldwide licence to use the Intellectual Property Rights in the Animated Heart and the Marketing Materials for the purposes of (i) performing the Services under this Agreement and (ii) for teaching on University College London Partners premises.
- 6.4 IML shall always provide a suitable credit, including within the Marketing Materials, acknowledging the work and contribution of each Consultant to the Animated Heart, the placing and wording of such credit to be decided by IML at its own discretion.
- 6.5 If Sabre becomes aware that any other person, firm or company alleges that the Animated Heart or the Intellectual Property Rights in the Animated Heart or the Marketing Materials are invalid or its use infringes any rights of another party or that they are otherwise attacked or attackable Sabre shall immediately give IML full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof. Except where any such allegation falls within the scope of Sabre's indemnity under clause 10 (in which such circumstances the provisions of clause 10.4 shall apply), IML shall have the conduct of all proceedings relating to such allegations and shall in its sole discretion decide what action, if any, to take in respect thereto.
- 6.6 Sabre will immediately inform IML of any unauthorised use of the Animated Heart (or any part thereof) which comes to its attention and will give full co-operation and assistance to IML in preventing any unauthorised use. Sabre shall give such co-operation and assistance free of charge unless that co-operation and assistance involves joining in litigation relating to the unauthorised use of the Animated Heart at IML's request, in which event IML shall meet such reasonable costs.

7.7

[REDACTED]

7.8

[REDACTED]

7.9

[REDACTED]

7.10

[REDACTED]

7.11

[REDACTED]

7.12

[REDACTED]

7.13

[REDACTED]

8. Warranties

Services

8.1 Sabre warrants, agrees and undertakes that:

- (a) it has the right and ability to enter into and perform this Agreement;

[illegible]

Intellectual Property Rights

8.2. Sabre warrants, agrees and undertakes that:

- (a) it is entitled to grant the assignment under clause 6.1, including the right to assign the Intellectual Property Rights in the Animated Heart, including HeartWorks TTE and HeartWorks TOE;
- (b) it has secured (and will secure) a full assignment (by way of present and future assignment) of the Intellectual Property Rights that exist or come to exist in the Animated Heart from each of the Consultants (and any third party mentioned in clause 8.2(c)) and Sabre shall provide evidence of such assignment prior to signature of this Agreement should IML so request;

- (c) so far as it is aware, having undertaken reasonable enquiries to establish the same, and except as otherwise disclosed in writing to IML, no other third parties have any rights in the Intellectual Property Rights and to the extent that any such third party (who was not at the relevant time an employee of Sabre) has or had any rights in the Intellectual Property Rights, such rights have been fully and unconditionally assigned to Sabre free of any encumbrance prior to the Commencement Date and evidence of such assignment shall be provided to IML prior to signature of this Agreement. With respect to the creation of any Intellectual Property Rights pursuant to this Agreement during the Term Sabre shall ensure that it secures a full and unconditional assignment of such Intellectual Property Rights and make available evidence of such assignment on IML's reasonable request;
- (d) the Animated Heart is, and the outcome of the Services shall be, the product of Sabre's own original work and not copied wholly or substantially from any other work or materials;
- (e) so far as it is aware, having undertaken reasonable enquiries to establish the same, and except as otherwise disclosed in writing to IML, the exercise by IML of the Intellectual Property Rights assigned under this Agreement shall not infringe the rights of any third party; and
- (f) so far as it is aware, having implemented prudent checks to avoid the same, the work or materials to be delivered as part of the Services shall contain nothing that is libellous, defamatory or indecent or which infringes the common law rights of any third parties or which is otherwise unlawful.

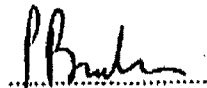
9.

9.1

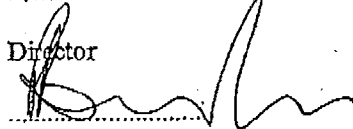
9.2

AS WITNESS the hands of the duly authorised officers of the parties hereto on the date first before written.

SIGNED by two Directors or a Director)
and the Secretary for and on behalf of)
Inventive Medical Limited

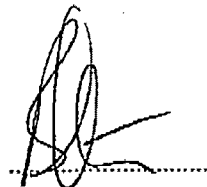


Director

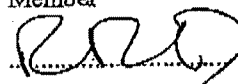


Director / Secretary

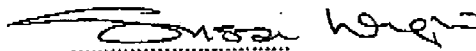
SIGNED by each Member for and on)
behalf of Sabre Medical Consulting)
LLP



Dr Bruce Martin
Member



Dr Andrew Smith
Member



Dr Sue Wright
Member