12/31/2014



Form **PTO-1595** (Rev. 06-12) OMB No. 0651-0027 (exp. 04/30/2015)

103670244

S. DEPARTMENT OF COMMERCE ed States Patent and Trademark Office

Name: Inventive Medical Limited Internal Address: 5th Floor East    Mature of conveying party(les) attached?   Yes   No   Nature of conveyance/Execution Date(s):   Execution Date(s) September 23, 2014   Assignment   Merger   Security Agreement   Change of Name   Joint Research Agreement   State:   Government Interest Assignment   State:   Country: UNITED KINGDOM   Zip: NW1 2PG   Executive Order 9424, Confirmatory License   Other   Assignment   Dy Declaration   Additional name(s) & address(es) attached?   Yes   No   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)    Additional numbers attached?   Yes   No   Name and address to whom correspondence concerning document should be mailed:   Name: Knobbe Martens Olson & Bear LLP   T. Total fee (37 CFR 1.21(h) & 3.41) \$40	To the Director of the U.S. Petent and Trademark Office: Please record the attached documents or the new address(es) below.  Name of conveying party(ies)  Glassworks London Ltd.  Additional name(s) of conveying party(ies) attached? Yes No.  Nature of conveyance/Execution Date(s):  Execution Date(s) September 23, 2014  Assignment Merger  Security Agreement Change of Name  Joint Research Agreement  Government Interest Assignment  Executive Order 9424, Confirmatory License  Other Assignment V Declaration  Additional name(s) & address(es) attached? Yes No.  Application or patent number(s):  A. Patent Application No.(s)  Additional numbers attached? Yes No.  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
Name of conveying party(ies)   2. Name and address of receiving party(ies)   Name: Inventive Medical Limited   Internal Address: 5th Floor East   Internal Address: 250 Euston Road   Street Address: 25	2. Name and address of receiving party(ies) Name: Inventive Medical Limited Internal Address: 5th Floor East  Internal Address: 5th Floor East  Internal Address: 5th Floor East  Street Address: 250 Euston Road  City: London  State:  Country: UNITED KINGDOM Zip: NW1 2PG  Executive Order 9424, Confirmatory License  Other Assignment  Other Assignment  This document serves as an Oath/Declaration (37 CFR 1.63)  A Patent Application No.(s)  Additional numbers attached? Yes No  Name: Knobbe Martens Olson & Bear LLP  Internal Address: 14th Floor
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Other_ASSIGNED Declaration Additional name(s) & address(es) attached? Yes No.  Application or patent number(s):  A. Patent Application No.(s)  Additional numbers attached? Yes No.  B. Patent No.(s)  Additional numbers attached? Yes No.  B. Patent No.(s)  Additional numbers attached? Yes No.  B. Patent No.(s)  Additional numbers attached? Yes No.  C. Total number of applications and patents involved: 1  7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40  Internal Address: 14th Floor  Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)  Street Address: 2040 Main Street  City: Invine  State: CA Zip: 92614  Phone Number: 949-760-0404  Docket Number: MARKS53.001APC  Email Address: efiling@knobbe.com  Authorized User Name Knobbe Martans Olson & Bear LLP  Signature: Signature  Bruce S. Itchkawitz, Ph.D.  Name of Person Signing  Additional name(s) & address(es) attached? Yes No.  B. Patent No.(s)  B. Patent No.(s)  B. Patent No.(s)  Additional name(s) & address(es) attached? Yes No.  No. State No.  Salvational name(s) & address(es) attached? Yes No.  No. State No.  Additional name(s) & address(es) attached? Yes No.  No. State No.  Salvational name(s) & address(es) attached? Yes No.  No. State No.  Additional name(s) & address(es) attached? Yes No.  No. State No.  Salvational name(s) & address(es) attached? Yes No.  No. State No.  Additional name(s) & address(es) attached? Yes No.  No. State No.  Additional name(s) & address(es) attached? Yes No.  No. State No.  No. State No.  Additional name(s) & address(s) attached? Yes No.  No. State No.  No.	Additional name(s) & address(es) attached? Yes No    Application or patent number(s):
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Phone Number: 949-760-0404  Docket Number: MARKS53.001APC  Email Address: efiling@knobbe.com  Email Address: efiling@knobbe.com  Bruce S. Itchkawitz, Ph.D.  Name of Person Signing  Deposit Account Number 11-1410  Authorized User Name Knobbe Martens Olson & Bear LLP  Authorized User Name Knobbe Martens Olson & Bear LLP  Authorized User Name Knobbe Martens Olson & Bear LLP  Authorized User Name Knobbe Martens Olson & Bear LLP  Date  Total number of pages including cover Authorized User Name of Person Signing	
Authorized User Name Knobbe Martens Olson & Bear LLP  Email Address: efiling@knobbe.com  Signature:  Bruce S. Itchkawitz, Ph.D.  Name of Person Signing  Authorized User Name Knobbe Martens Olson & Bear LLP  Authorized User Name Knobbe Martens Olson & Bear LLP  Signature:  Date  Total number of pages including cover of pages including cover sheet, attachments, and documents:	
Email Address: efiling@knobbe.com    Address: efiling@knobbe.com	MARKS53 001APC
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Bruce S. Itchkawitz, Ph.D.  Name of Person Signing  Date  Total number of pages including cover sheet, attachments, and documents:  7	Oli aut aut
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PATENT

inventors.

: Colin Bruce Martin et al.

App. No.

12/919,003

Filed

March 25, 2011

For

MEDICAL TRAINING METHOD

AND APPARATUS

# DECLARATION OF IAN G WHITTAKER REGARDING TRANSFER OF OWNERSHIP FROM GLASSWORKS LONDON LTD. TO INVENTIVE MEDICAL LIMITED

- 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 5<sup>th</sup> 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 a "Development and License Agreement for the Animated Heart" dated 21 December 2010, a redacted copy of which is attached herewith, Glassworks irrevocably and unconditionally assigned (by way of present and future assignment) absolutely and with full title guarantee "all Intellectual Property Rights throughout the world subsisting in the Animated Heart, HeartWorks TOE, HeartWorks TTE, and all New Versions, including the Software and the Program Documentation relating thereto."
- 4. The subject matter of the Application is included in "the Animated Heart, 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 Glassworks 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 tree and correct.

By:

lan G Whittaker

Executed on: 23 September 2014

Chief Executive

Inventive Medical Ltd.

18646075 081214

5042177-1-DTHORPE



DATED 21ST Seconder

2010

- (1) INVENTIVE MEDICAL LIMITED
- (2) GLASSWORKS LONDON LIMITED

and

(3) UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES

DEVELOPMENT AND LICENCE AGREEMENT FOR THE ANIMATED HEART

Charles Russell LLP
5 Reac Place, London ECAM 7RD
Tel: +44 (0)20 7203 5000 • Fax: +44 (0)20 7203 0200 • DX: 19 London/Chancery Lane • www.charlesrussell.co.uk

THIS AGREEMENT is made on

2010

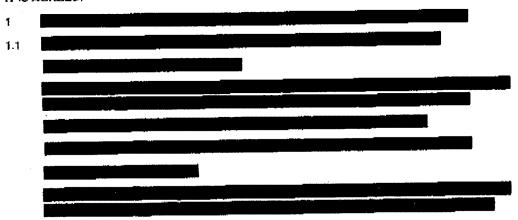
### BETWEEN:-

- (1) INVENTIVE MEDICAL LIMITED (Company No. 06468381) whose registered address is at 5<sup>th</sup> Floor East, 250 Euston Road, London NW1 2PG ("IML");
- (2) GLASSWORKS LONDON LIMITED (Company No. 04759979) whose registered address is at 141 Wardour Street, London W1F OUT ("Glassworks"); and
- (3) UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES (Charity Registration No 229771) at 5<sup>th</sup> Floor East, 250 Euston Road, London NW1 2PG ("UCLHC").

## WHEREAS:-

- (A) UCLHC is a charity and one of its objectives is to promote and improve the training of health professionals in order to develop a greater understanding of the human anatomy.
- (B) IML is a trading company wholly owned by UCLHC.
- (C) Glassworks engages in the business of developing high quality computer graphics for advertisements and other projects.
- (D) IML and Glassworks have already developed an animated virtual 3D model of a heart ("HeartWorks") with 2D representation of a transcesophageal echocardiography image ("HeartWorks TOE") for use on a personal computer or laptop for training medical staff (including capabilities to manipulate a haptic controller with a mannequin torso) subject to and in accordance with the terms of an agreement between the parties dated 21 April 2008 (the "First Agreement").
- (E) IML and Glassworks have also agreed to collaborate to further develop the animated heart technology to create a transthoracio echocardiography version of HeartWorks ("Heartworks TTE"), subject to and in accordance with the terms of this Agreement.
- (F) IML and Giassworks have agreed to market and distribute HeartWorks TOE, HeartWorks TTE and New Versions subject to and in accordance with the terms of this Agreement.
- (G) This Agreement terminates and with effect from termination replaces the First Agreement.

## IT IS AGREED:-



PAGE 1 JJPWFL1\2701670.10

#### INTELLECTUAL PROPERTY 8

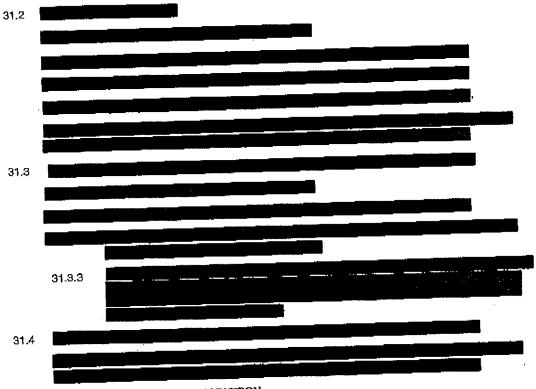
All of the Intellectual Property Rights in and to the Animated Heart, HeartWorks TOE, 8.1 HeartWorks TTE, all New Versions and the Program Documentation shall be owned solely by IML and Glassworks irrevocably and unconditionally assigns (by way of present and future assignment) to IML absolutely and with full title guarantee all Intellectual Property Rights throughout the world subsisting in the Animated Heart, HeartWorks TOE, HeartWorks TTE and all New Versions, Including the Software and the Program Documentation relating thereto, other than the share of the Intellectual Property Rights that was owned by IML pursuant to the other than the share of the Intellectual Property Ingine of the Intellectual Property Ingine of the Intellectual Property Ingine of Infalls, actions, powers and penetral First Agreement, in each case together with all related rights, actions, powers and penetral Williams Including the rights to take action in respect of Infringement, to the extent that such rights have including the rights to take action in respect of Infringement, to the extent that such rights have not already been assigned by Glassworks to UCLHC or IML. The above assignment will under a subject to the rights granted by Classworks to Existential Unit under Each party shall or shall procure that.— an agreement Lated to the December to the rights in the

8.2

- it shall do all such things, including executing all such documents, as are necessary to give effect to the parties' intentions with respect to the rights in the Intellectual Property Rights assigned under Clause 8.1;
- nothing is done by its employees or agents to prejudice the grent in the United 8,2.2 Kingdom or elsewhere of any patent or other protection in respect of any patentable aspect of a Program;
- all its employees, agents and permitted sub-contractors are bound to execute and do all acts and things necessary for obtaining the best possible protection in 8.2.3 respect of the Intellectual Property Rights assigned under Clause 8,1 and for vesting ownership of the same in accordance with the terms of this Agreement;
- all development and/or other creative input into the Animated Heart, HeartWorks 8.2.4 TOE and HeartWorks TTE and any New Version on such party's behalf is undertaken by persons who are either employed by such party under a contract for services or who have executed a contract with such party which provides for the assignment by them to such party of all Intellectual Property Rights created by them during the course of developing the Animated Heart, HeartWorks TTE and any New Version.
- Glassworks shall not be entitled to exploit, licence, sub-license, distribute or otherwise use the Animated Heart, HeartWorks TOE, HeartWorks TTE or any New Version in the IML Exclusive 8,3 Markets.
- IML hereby grants to Glassworks an exclusive, perpetual, world-wide, irrevocable licence (including the right to sub-license the same to third parties) to do all acts that would otherwise 8.4 be prohibited by IML's Intellectual Property Rights protecting Animated Heart, HeartWorks TOE, HeartWorks TTE or any New Version and the Program Documentation in markets other than the IML Exclusive Markets. This licence shall be subject to the ric
- If IML assigns any interest in the Intellectual Property Rights assigned to IML under clause 8.1, IML shall assign all of its rights and obligations under this Agreement to the assignee. 8.5
- IML hereby grants to Glassworks a non-exclusive licence under IML's intellectual Property سمطها Rights protecting the Animated Heart, HeartWorks TOE, HeartWorks TTE, any New Version 8.6 and the Program Documentation to the extent necessary for Glassworks to perform its obligations under this Agreement.

9 9.1

PAGE 9 UPWFL10701870.1A



## GOVERNING LAW AND JURISDICTION 32

This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first above written

For and on behalf of

INVENTIVE MEDICAL LIMITED

Name

Title

4:12:10 Date

For and on behalf of

GLASSWORKS LONDON LIMITED

Title

Date

UNIVE	RSITY COLLEGE LONDON HOSPITALS CHARITIES	.,
Name	1 I mar	
Title	USO	
Date	21:12:10:	

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