

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3413035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEVON GASPARYAN	11/16/2012
HANS ROMBERG	11/16/2012
RECEIVING PARTY DATA	
Name:	OPTOMEDITECH OY
Street Address:	KAISANIEMENKATU 3 A 5
Internal Address:	FI-00100
City:	HELSINKI
State/Country:	FINLAND
Postal Code:	FI 24150812
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14410881
Application Number:	14410916
Application Number:	14410954
CORRESPONDENCE DATA	
Fax Number:	(678)420-9301
<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:	6784209300
Email:	wilsonj@ballardspahr.com
Correspondent Name:	KEVIN W. HATHCOCK
Address Line 1:	999 PEACHTREE STREET
Address Line 2:	SUITE 1000
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	37545.0001U1, 2U1, 3U1
NAME OF SUBMITTER:	KEVIN W. HATHCOCK
SIGNATURE:	/Kevin W. Hathcock/
DATE SIGNED:	06/25/2015
Total Attachments: 5	

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**Intellectual Property Rights 1(5)
Assignment Agreement**

Confidential

Intellectual Property Rights Assignment Agreement

This Intellectual Property Rights Assignment Agreement ("**Agreement**") has been entered into by and between:

1. **Levon Gasparyan**, Kaisaniemenkatu 3 A 5, 00100 Helsinki, Finland; identity number (151165-2457) ("**X**"); and
2. **Hans Romberg**, Schillerstr. 44, D67297, Stutensee, Germany; identity number (050561 27110) (NOR) ("**Y**"); and
3. **Optomeditech Oy**, validly organised and existing under the laws of Finland having its registered office at Kaisaniemenkatu 3 A 5, FI-00100 Helsinki, Finland, FI 24150812, ("**Assignee**").

Together [X] and [Y] are referred to as "**Assignors**". Assignors and Assignee may jointly also be referred to as the "**Parties**" or individually as the "**Party**".

1 Background and purpose of the Agreement

The Assignors have performed tasks, research and development related to intravenous catheter assembly and blood collection needle technology at Helsinki, Finland within the Assignee and elsewhere. Said research and development has led to the below defined Innovation to which the Assignors have certain exclusive rights.

The Assignee desires to acquire all the Assignors' rights, title and interest in and to the Innovation, Patent Application, all Intellectual Property Rights and all other rights with respect to the Innovation;

By this Agreement, the Parties wish to execute the necessary transactions in relation to said transfer of rights, title and interest.

2 Definitions

"**Confidential Information**" means any information and material in whatever form disclosed to one Party by the other Party(ies) and either marked as confidential or should be understood to be confidential.

"**Improvements**" means improvements, modifications and corrections to and variations and enhancements of the Innovation made by the Assignors, and any subsequent patents applied and/or issued based on such Improvements, at any time as of the date of this Agreement;

"**Innovation**" means know-how, data, software and information of any kind and modifications, amendments and derivatives relating to the Innovation specified in Section 3 of this Agreement;

"**Intellectual Property Rights**" means all the intellectual property rights, (whether or not capable of being registered) including but not limited to any

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copyrights, software, drawings, plans, prototypes, research work and results, trademarks, patents, utility models, design rights, trade secrets or know-how and application thereof;

"Patent Application" means application for domestic or international patent;

"Patent(s)" means any future patent(s) issued in relation to Innovation or applicable Patent Application anywhere in the world as well as any and all counterparts, reissues, re-examinations, continuations, continuations-in-part, divisions and like rights concerning the foregoing.

3 Innovation

The PCT applications mentioned below have been filed with the European Patent Office electronically on 21 August 2012 with the following details:

Name: INTRAVASCULAR CATHETER ASSEMBLY
Application number: PCT/EP2012/066246

Name: BLOOD COLLECTION NEEDLE ASSEMBLY
Application number: PCT/EP2012/066243

Name: SOLID INTRODUCER NEEDLE FOR CATHETER
Application number: PCT/EP2012/066251

4 Assignment

The Assignors hereby exclusively, unconditionally and irrevocably assign and transfer to the Assignee, free from all encumbrances, all commercial rights to the Innovation, Patent Applications, Patents and all of the Intellectual Property Rights related thereto.

The assignment hereunder includes exclusively all rights to modify and reassign the Innovation, Patent Application, Patents and all of the Intellectual Property Rights related thereto.

At the request of the Assignee, the Assignors shall assist in all necessary actions for transferring the ownership to the Innovation, Patent Application, Patents and all of the Intellectual Property Rights related thereto to the Assignee, and shall execute all such documents and carry out all such actions as may be necessary or required to obtain the acceptance of the Patent Application and the grant of the Patents or other Intellectual Property Rights relating to the Innovation as well as for the registration of the Assignee as the sole owner and right holder of Patent Application and Patent.

As of the date of this Agreement the Assignors shall not have any commercial rights to the Innovation, the Patent Application, Patent or related Intellectual Property Rights.

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For the avoidance of doubt, the Parties acknowledge that the Assignee has right to further develop, do research on and make Improvements to the Innovation, and to sell, manufacture, have manufactured, export, import and otherwise exploit or dispose of products and services employing and/or including the Innovation and/or Improvements.

5 Improvements

Any and all commercial rights to possible Improvements made by the Assignor as of the date of this Agreement shall belong to the Assignee and the Assignors undertake to take all necessary measures to transfer and assign, free of charge, all such rights to such Improvements to the Assignee.

The Assignee shall be vested with the title in and to all Intellectual Property Rights relating to, and have the exclusive ownership of, all Improvements with the exception mentioned under Assignment that allows for further non-profit academic research. The Assignors agree to keep the Assignee apprised of any Improvement and shall agree to withhold the publication of such information for 90 days at the request of the Assignee. The Assignee solely shall be entitled to apply for patents, and opt not to apply for, based on the Improvements made by the Assignors. The Assignors shall make no claims relating to the Improvements or other results towards the Assignee or any third party.

In case the validity of the Patent Application, any Patents or other granted Intellectual Property Rights relating to the Innovation is challenged and the Assignors possess or are able to procure information or advice which may assist in defeating or reducing the effect of such challenge, the Assignors agree and undertake to supply or procure the supply of such information and advice to the Assignee without undue delay.

6 Consideration

In consideration for the assignment set forth in this Agreement, the Assignors shall be entitled to the following considerations:

- As both inventors are shareholders of the company, there will be no separate considerations to be made.

If Innovation, Patent Application, Patent or Intellectual Property Right or parts thereof are governed by the Act on the Right in Employee Inventions, the Assignors hereby agree that in addition to the consideration specified in this Section 6, no other consideration is paid.

7 Representations and warranties

The Assignors hereby represents and warrants that (i) the Assignors have the right to assign the rights specified in this Agreement; (ii) to the best of the Assignors' knowledge nothing in the Innovation, Patent Application, Patent or related Intellectual Property Rights infringe any third party rights; (iii) to the best of the

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Assignors' knowledge, there is no pre-existing technology that could prevent Patents from being granted; and (iv) the Assignors shall not sell, offer, engage themselves or any agent to the development of, or otherwise try to financially benefit from any technology identical or similar to the Innovation or such technology that would breach Patents, or otherwise compete with the Assignee within the scope of Innovation.

8 Transfer

The Assignee may transfer this Agreement, any of its rights and obligations hereunder, the title and interest in and to the Patent Application, Patents, Innovation and any of the related Intellectual Property Rights to any third party.

9 Confidentiality

During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Parties undertake to keep the Confidential Information confidential and not to disclose the Confidential Information to any person or entity, other than with the prior written consent of the Disclosing Party and not to use the Confidential Information for any purpose other than the performance of its rights and obligations under this Agreement.

10 Term

This Agreement shall enter into force when duly signed by both Parties.

11 Governing law and settlement of disputes

The laws of Finland shall govern this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration tribunal shall be composed of one arbitrator. The place of arbitration shall be Helsinki, Finland and the language of the arbitration shall be Finnish.

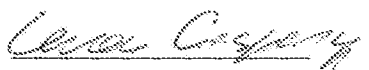
12 Signatures

This Agreement has been executed on the date first written above in three identical counterparts, one for each Assignor and one for the Assignee.

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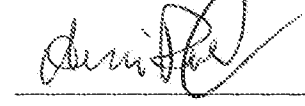
Confidential

Place: Düsseldorf
Date: 16.11.2012

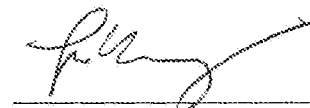

Levon Gasparian

Place: Düsseldorf
Date: 16/11/2012

OPTOMEDITECH OY


Amiel Rubinstein

Place: Düsseldorf
Date: 16.11.2012


Hans Romberg