

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3615582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
TELOMEDIX SA	10/01/2015

RECEIVING PARTY DATA

Name:	THERACOAT LTD.
Street Address:	9 HA'TAASIYA STREET
Internal Address:	PO BOX 2397
City:	RA'ANANA
State/Country:	ISRAEL
Postal Code:	4365007

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	9107919
Patent Number:	9066940
Application Number:	14752358
PCT Number:	EP1500022
Application Number:	13097838
Application Number:	13772253
Application Number:	13772235
Patent Number:	9050319
Application Number:	14869677
Application Number:	12367172

CORRESPONDENCE DATA

Fax Number: (612)332-8352

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.

Phone: 858-623-3226

Email: apenacho@grantip.com

Correspondent Name: BRUCE GRANT C/O PORTFOLIO IP

Address Line 1: P.O. BOX 52050

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

PATENT

NAME OF SUBMITTER:	KARI A DICKINSON REG NO. 60632
SIGNATURE:	/Kari A. Dickinson/
DATE SIGNED:	11/13/2015
Total Attachments: 17 source=TheraCoat-Telormedix - APA#page1.tif source=TheraCoat-Telormedix - APA#page2.tif source=TheraCoat-Telormedix - APA#page3.tif source=TheraCoat-Telormedix - APA#page4.tif source=TheraCoat-Telormedix - APA#page5.tif source=TheraCoat-Telormedix - APA#page6.tif source=TheraCoat-Telormedix - APA#page7.tif source=TheraCoat-Telormedix - APA#page8.tif source=TheraCoat-Telormedix - APA#page9.tif source=TheraCoat-Telormedix - APA#page10.tif source=TheraCoat-Telormedix - APA#page11.tif source=TheraCoat-Telormedix - APA#page12.tif source=TheraCoat-Telormedix - APA#page13.tif source=TheraCoat-Telormedix - APA#page14.tif source=TheraCoat-Telormedix - APA#page15.tif source=TheraCoat-Telormedix - APA#page16.tif source=TheraCoat-Telormedix - APA#page17.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 1st, 2015 ("Effective Date"), by and between TheraCoat Ltd., a limited liability company, incorporated under the laws of the State of Israel (the "Purchaser"), of the first party; and Telormedix SA, a company incorporated under the laws of Switzerland ("Seller"), of the second party (Purchaser and Seller shall be referred to as a "Party" or "Parties", as applicable).

WHEREAS, the Purchaser is engaged in the development, testing and commercialization of a novel drug delivery system which may be used for various therapeutic purposes, including the treatment of bladder and upper tract cancers and other urology related diseases; and

WHEREAS, the Seller is a biopharmaceutical company focused on targeted immunity and the role of the innate immune system in treating bladder cancer and related diseases; and

WHEREAS, Purchaser desires to purchase, acquire and assume from the Seller, and the Seller desires to sell, transfer and assign to the Purchaser, the Proprietary Information (as defined below), subject to the terms and conditions in this Agreement; and proprietary information

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereto agree as follows:

1. Definitions

1.1. [REDACTED]

1.2. [REDACTED]

1.3. [REDACTED]

1.4. [REDACTED]

1.5. [REDACTED]

1.6. [REDACTED]

1.7. [REDACTED]

1.8. [REDACTED]

1.9. [REDACTED]

1.10. [REDACTED]

1.11. "Intellectual Property" means (i) inventions (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how and other confidential or proprietary information and materials; (ii) trademarks and service marks (whether or not registered), applications for trademarks and service marks, trade names, logos, trade dress and other proprietary indicia and all goodwill associated therewith; (iii) documentation, advertising copy, marketing materials, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by copyright; (iv) source code, object code, data and operating files, user manuals, documentation, flow charts, algorithms, compilers, development tools, maintenance records and other materials related to computer programs; (v) internet web-sites and domain names; and (vi) all forms of legal rights and protections that may be obtained for, or may pertain to, the Intellectual Property set forth in clauses (i) through (v) in any country of the world, including, without limitation, all issued patents, letters patent, patent applications, provisional patents, design patents, Patent Cooperation Treaty (PCT) filings and other rights to inventions or designs, all registered and unregistered copyrights in both published and unpublished works, trade secret rights, mask works, moral rights or other literary property or authors rights, rights regarding trademarks and other proprietary indicia, and all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.

1.12. [REDACTED]

1.13. [REDACTED]

1.14. [REDACTED]

1.15. [REDACTED]

1.16. [REDACTED]

[REDACTED]

1.17.

[REDACTED]

1.18.

[REDACTED]

1.19.

[REDACTED]

1.20.

[REDACTED]

1.21.

[REDACTED]

1.22. "Proprietary Information" means any and all owned knowledge or data of the Seller, whether registered or not, including but not limited to, the Intellectual Property, Goodwill, Clinical Studies and Licenses.

1.23.

[REDACTED]

1.24.

[REDACTED]

1.25.

[REDACTED]

1.26.

[REDACTED]

1.27.

[REDACTED]

1.28.

[REDACTED]

1.29.

[REDACTED]

1.30.

[REDACTED]

Handwritten signature/initials

2. [REDACTED]

2.1. [REDACTED]

2.2. [REDACTED]

2.3. [REDACTED]

3. [REDACTED]

3.1. [REDACTED]

3.2. Deliveries and Transactions at the Initial Closing. At the Initial Closing, the following transactions shall occur [REDACTED]

3.2.1. The Seller shall deliver to the Purchaser the following documents or cause the following actions to be completed:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

(v) Proprietary Information Assignment. Seller shall deliver to Purchaser duly executed assignment and transfer deeds, as the case may be, necessary to effect the transfer of the Proprietary Information to the Purchaser. [REDACTED]

3.2.2. [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

3.3. [REDACTED]

3.3.1. [REDACTED]

3.3.2. [REDACTED]

3.3.3. [REDACTED]

3.3.4. [REDACTED]

3.3.5. [REDACTED]

3.4. [REDACTED]

3.4.1. [REDACTED]

3.4.2. [REDACTED]

3.4.2.1.

3.4.2.2.

3.4.2.3.

3.4.2.4.

4.

4.1.

4.2.

4.3.

4.4.

4.5. [REDACTED]

4.6. Intellectual Property.

4.6.1. Schedule 4.6.1(i) lists all Intellectual Property currently owned or licensed to use by Seller. [REDACTED]

4.6.2. [REDACTED]

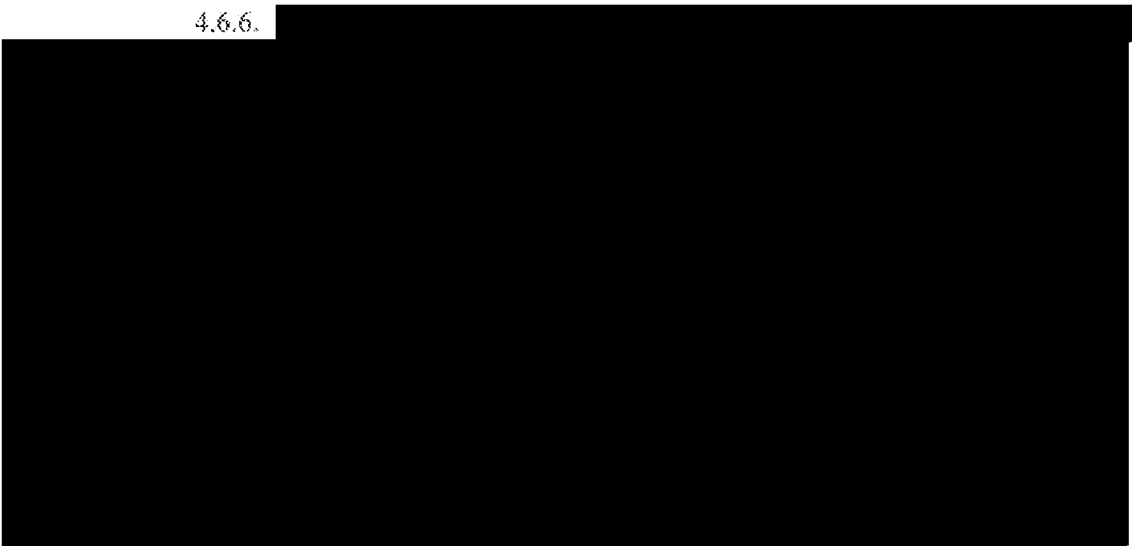
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4.6.4. [REDACTED]

4.6.5. [REDACTED]

Chen RB

4.6.6.



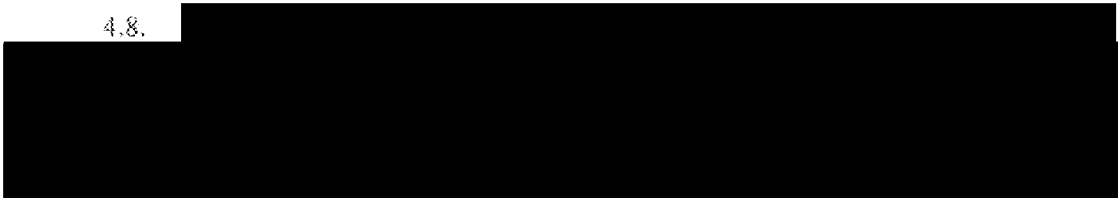
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4.7.



4.8.



[REDACTED]

5. [REDACTED]

5.1. [REDACTED]

[REDACTED]

5.2. [REDACTED]

[REDACTED]

5.3. [REDACTED]

[REDACTED]

5.4. [REDACTED]

[REDACTED]

5.5. [REDACTED]

[REDACTED]



6. [REDACTED]

6.1. [REDACTED]

6.2. [REDACTED]

6.3. [REDACTED]

6.4. [REDACTED]

6.5. [REDACTED]

7. [REDACTED]

8. Miscellaneous

8.1. [REDACTED]

8.2. [REDACTED]



[REDACTED]

8.3.

[REDACTED]

8.4.

[REDACTED]

8.5.

[REDACTED]

[REDACTED]

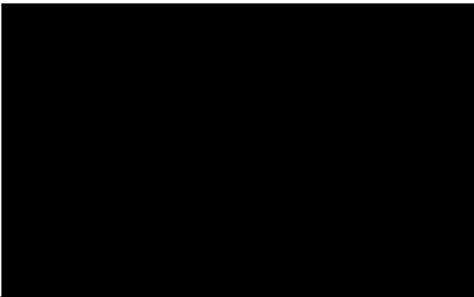
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[REDACTED]

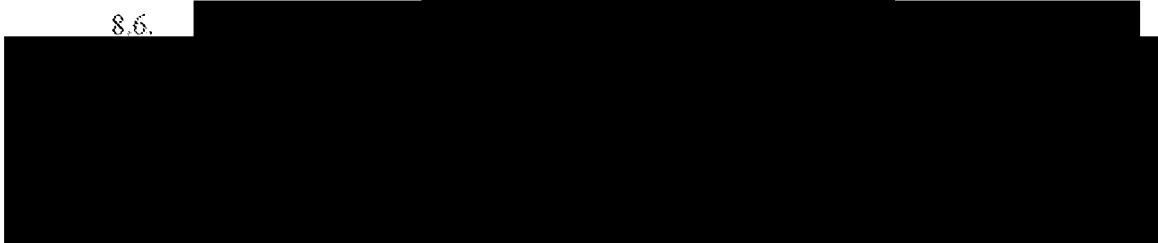
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[REDACTED]

[Handwritten signature]



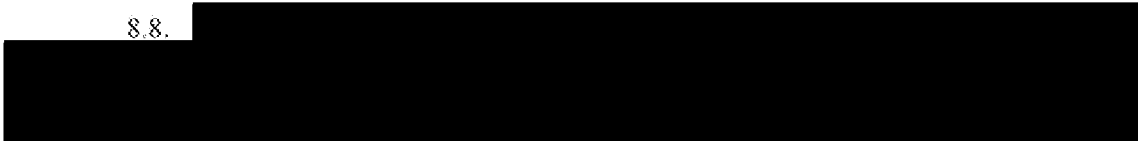
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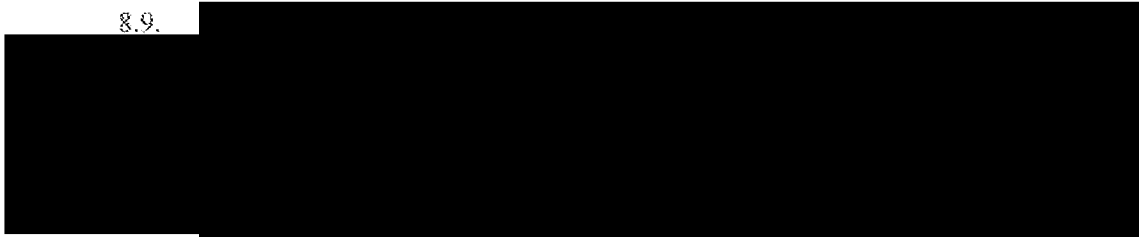
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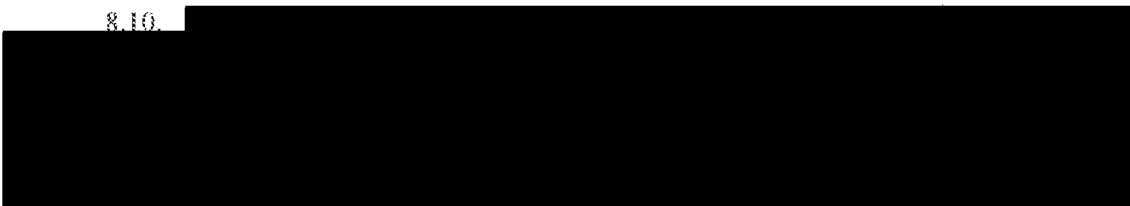
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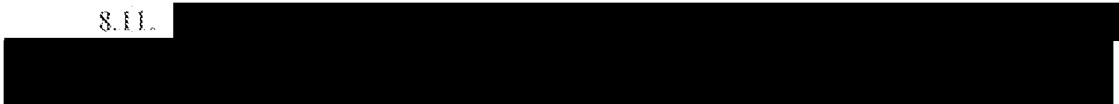
8.9.



8.10.



8.11.



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Asset Purchase Agreement - Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date set forth in the first paragraph hereof.

PURCHASER

TheraCoat Ltd.

By: _____

Title: _____

By: _____

Title: _____

SELLER

Telomediix SA

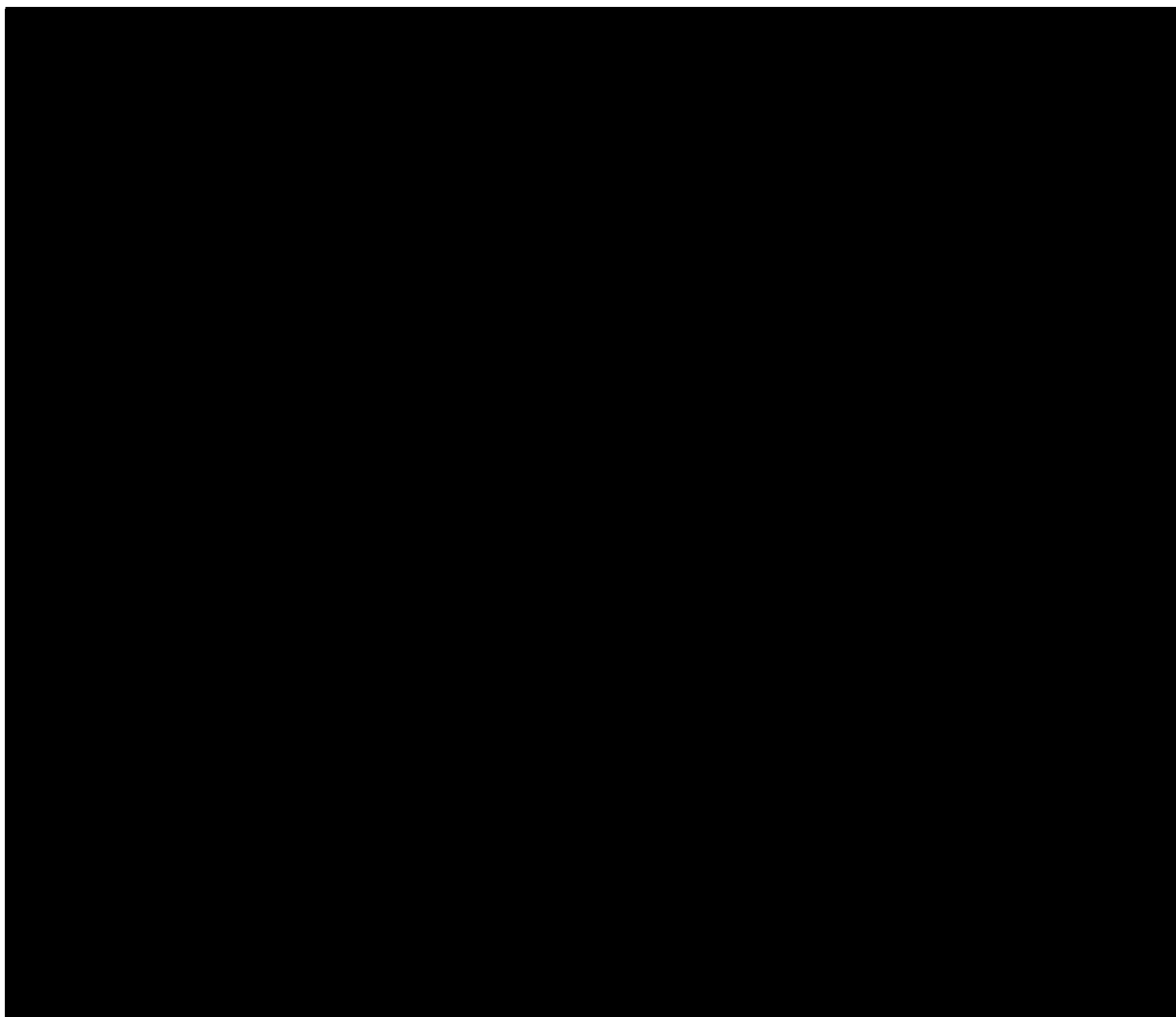
By: _____

Title: _____

By: _____

Title: _____

Exhibit A



Telomedix SA
By: [Signature]
Title: Director

By: _____
Title: _____

BB

Schedule 4.6.1(i)

Jurisdiction	Patent Appl. No	Filing Date	Patent No.	Status
USA	US 13/775,906	25/02/2013	US 9,107,919	Issued
USA	US 13/147,194	14/09/2011	US 9,066,940	Issued
USA	US 14/752358	26/06/2015		Pending
Europe	EP 2393474 A		EP 2393474 B	Issued
Europe	EP 2641590 A	26/04/2011		Pending
China	102307569		CN102307569	Issued
Canada	2741052			Pending
Australia	2010211216			Issued
Japan	2012516865		JP5702734	Issued
Japan	2014208858			Pending
Korea	2011/118779			Pending
Hong Kong	11558964			Pending
Mexico	2011/007702			Issued
Israel	212734			Pending
Brazil	PI1008777-0			Pending
Eurasia	201101145			Allowed

Jurisdiction	Patent Appl. No	Filing Date	Patent No.	Status
	PCT/EP2015/00022	08/01/2015		PCT only Pending nationalize phase



Jurisdiction	Patent Appl. No	Filing Date	Patent No.	Status
USA	US 13/097,838	29/04/2011		Allowed
USA	US 13/772,253	20/02/2013		Allowed
USA	US 13/772,235	20/02/2013		Allowed
EU	EP 11720031.1	29/04/2011		Pending
Australia	2011247358	29/04/2011		Issued
Canada	2797315	29/04/2011		Pending
China	2011800326443	29/04/2011		Pending
India	10040DEL2012	29/04/2011		Pending
Japan	2013506541	29/04/2011		Pending
Korea	10-20127031330	29/04/2011		Pending
New Zealand	603155	29/04/2011		Issued
Hong Kong	13109651.6			Pending



Jurisdiction	Patent Appl. No	Filing Date	Patent No.	Status
USA	US 13/775,924	25/02/2013	US 9,050,319	Issued
EU	EP 13766473	24/09/2013		Pending
AU	2013327241			Pending
CA	2,881,863			Pending
IL	237221			Pending





Jurisdiction	Patent Appl. No	Filing Date	Patent No.	Status
USA	US 12/367172	06/02/2009		Pending
Europe	EP 2259788	06/02/2009		Withdrawn
China	2009/80112411.7	06/02/2009		Lapsed
Australia	2009210655	06/02/2009		Issued
Israel	207246	06/02/2009		**
Canada	2713438	06/02/2009		**
India	6293DELNP2010	06/02/2009		**
Japan	2010545884	06/02/2009		**
Japan	2014-79326			**
Brazil	PI0907907-6	06/02/2009		**
Eurasia	201001264	06/02/2009		**
Hong Kong	11105961.1	06/02/2009		**
Korea	10-2010-7019944	06/02/2009		**
Mexico	MX/a/2010/0086 97	06/02/2009	303980	Issued
Singapore	20105638-0	06/02/2009		**

