

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3825080

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MJP INOVATIONS AG	12/31/2013
RECEIVING PARTY DATA		
Name:	HIPCO LLC	
Street Address:	PO BOX 402	
City:	EDWARDS	
State/Country:	COLORADO	
Postal Code:	81632	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	60983882	
Application Number:	12259929	
Application Number:	13784948	
Application Number:	60989874	
Application Number:	61142757	
Application Number:	12652113	
Application Number:	61703327	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	assistant03@davincipartners.com	
Correspondent Name:	DA VINCI PARTNERS LLC	
Address Line 1:	RATHAUSGASSE 1	
Address Line 4:	ARBON, SWITZERLAND CH-9320	
ATTORNEY DOCKET NUMBER:	GECO-M047	
NAME OF SUBMITTER:	MICHELE GYGLI	
SIGNATURE:	/s michele gygli/	
DATE SIGNED:	04/12/2016	
Total Attachments: 9		

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**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)

MJP INNOVATIONS AG

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s):

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

2. Name and address of receiving party(ies)

Name: HIPCO, LLC

Internal Address:

Street Address: PO Box 402

City: Edwards

State: Colorado

Country: USA Zip: 81632

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)

60/983,882; 12/259,929; 13/784,948;

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Da Vinci Partners LLC

Internal Address:

Street Address: Rathausgasse 1

City: Arbon

State: Zip: CHE-9320

Phone Number: 01141 71 230 1000

Docket Number:

Email Address: moetteli@davincipartners.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$

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

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature: /s/ john moetteli/

Signature

Date

John MOETTELI

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) 273-6140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional Page of Recordation Form Cover Sheet (Form PTO-1595)

Additional application numbers

60/989,874; 61/142,757; 12/652,113; 61/703,327

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is made between, MJP Innovations, AG (the "Assignor") and Hipco, LLC (the "Company"), effective as of December 31, 2013 (the "Effective Date").

PO Box 402
Edwards, CO 81632 (USA)

MJP
MJP
MJP
MP
MP

WHEREAS, Assignor has developed and owns or controls all right, title and interest in and to certain intellectual property listed on Exhibit A hereto (collectively, the "Assignor Technology"); and

WHEREAS, Assignor wishes to assign, and Company wishes to obtain, all right, title and interest in and to the Assignor Technology.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Company and its successors, legal representatives and assigns all of its right, title and interest in and to the following:

- (a) the Assignor Technology;
- (b) all applications for patents, provisional applications, and all patents in the United States of America and all foreign countries granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, which relate in any way to the Assignor Technology.
- (c) all things authored, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Assignor or any of its employees or agents that are embodied in, derived from or conceived directly from the Assignor Technology, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Assignor Technology;
- (d) all other intellectual or intangible property contained in or conceived directly from the Assignor Technology, whether pending, applied for or issued, whether filed in the United States or in other countries and all rights with respect to any of the foregoing, together with all associated goodwill;
- (e) all claims for damages by reason of past, present, or future infringement of the Assignor Technology, with the right to sue for, and collect the same for the Company's own use and enjoyment, the same to be held and enjoyed by the Company for its own use, and the use of the Company's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (collectively, (a) through (e), the "IP Rights").

2. Representations and Warranties: Release. Assignor hereby represents and warrants to the Company as follows:

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(a) Authority. Assignor has the right, power and authority to enter into this Agreement. Assignor is not now insolvent and will not be rendered insolvent by the assignment of the IP Rights and is not transferring the IP Rights with the intent to defraud, delay or hinder its creditors.

(b) No Violations or Conflicts. Assignor is the sole owner of the IP Rights, and is entitled to assign the IP Rights without the consent of any third party. As of the Effective Date, there are no outstanding options, licenses, or agreements relating to the IP Rights. As of the Effective Date, the IP Rights are free of any liens, security interests, encumbrances or licenses. As of the Effective Date, the IP Rights are free of any outstanding order, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or threatened, which challenges the validity, enforceability, ownership, use or licensing of the IP Rights. As of the Effective Date, Assignor has not received any communication alleging that the IP Rights is in violation of any intellectual property rights of any other person or entity, and Assignor knows of no fact or allegation that could result in any patent, patent application or claim included in the IP Rights being found unpatentable, invalid or unenforceable. Assignor is not obligated to, has never been obligated to and will not in the future be obligated to make any payments by way of royalties, fees, or otherwise to any owner of, licensor of, or claimant to any IP Rights. As of the Effective Date, there are no agreements, understandings, instruments, contracts, judgments, orders, or decrees to which Assignor is a party or by which Assignor is bound that involve indemnification by Assignor with respect to intellectual property infringement relating to the IP Rights. Neither the execution nor delivery of this Agreement, nor Assignor's performance under this Agreement will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant, or instrument under which Assignor is obligated, or result in the Company granting any right to, or incurring any obligation with respect to, any third party.

(c) Non-Interference. Assignor does not own any intellectual property that would conflict with Company's ability to fully exploit the IP Rights. Assignor has disclosed to Company all patents, know-how and materials necessary or reasonably useful for the exploitation of the IP Rights.

3. Further Assurances. On and after the Effective Date, Assignor will, without charge and upon reasonable request by Company, (i) deliver to Company records, data or other documents relating to the IP Rights that are in Assignor's possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer, and (iii) take other actions, render other assistance and execute other documents. Assignor will also (i) assist Company in filing, prosecuting and defending the patents and patent applications related to the Assignor Technology, and (ii) from time to time, as may be necessary, assign to Company all of Assignor's right, title and interest in or to, any and all improvements to the IP Rights developed by Assignor after the Effective Date.

4. Confidentiality. Upon execution of this Agreement, all confidential information of Assignor relating to IP Rights will be owned by Company ("**Confidential Information**"). Assignor will protect the Confidential Information from disclosure with at least the same degree of care as Assignor accords to Assignor's own proprietary information, but in no event with less than reasonable care. Assignor may not disclose the Confidential Information to third parties. Any breach of these restrictions will cause irreparable harm to Company and will entitle Company to injunctive relief in addition to all applicable legal remedies. Confidential Information does not include (i) information that is in the public domain before the Effective Date or becomes public

hereafter through no fault of Assignor, (ii) information provided to Assignor by a third party who is not in violation of a duty of confidentiality with respect to that information, or (iii) information approved for release by the Company.

5. Miscellaneous. This Agreement will inure to the benefit of and bind Company and Assignor and their successors, assigns, heirs and legal representatives. This Agreement will be governed by the laws of the State of Colorado without giving effect to that jurisdiction's choice of law principles. The parties agree that (i) the courts of the State of Colorado and United States federal courts sitting in the State of Colorado will have exclusive jurisdiction over any disputes arising under this Agreement, and (ii) they will submit to the jurisdiction of such courts. This Agreement is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements or letters of intent between the parties with respect to the subject matter hereof. This Agreement may not be modified except in a writing executed by duly authorized representatives of the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF, Assignor and the Company have executed this Agreement as of the date first written above.

"ASSIGNOR"

MJP Innovations, AG

By: 

Print Name: Marc J. Philippon, MD

Title: _____

"COMPANY"

Hipco, LLC

By: 

Print Name: Marc J. Philippon, MD

Title: Member

By: 

Print Name: Marc Prisant

By: 

For Estate of John M. Egan

Print Name: Marc Prisant, Personal
Representative, Estate of John M. Egan

Title: Member

EXHIBIT A
MJP Innovations, AG
Assigned Intellectual Property

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Priority Case Number</u>	<u>Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Title</u>	<u>Cnt</u>
5300.101.00US	US Patent	US		MJP Innovations, AG(5302) No Client Case No.	Status: Converted Filed: 10/10/2007 Serial #: 60/983,882 Conf #: 8785		Title: Device and Method for Femoral Neck Protection and Strengthening Notes: 7/25 Client voice mail approving proceeding with utility and PCT	1
5300.101.01EP	Foreign Patent	EPO	5300.101.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Pending Filed: 5/26/2010 Serial #: 08945834.4 Conf #: None Pub #: 2227156 Pub Date: 9/15/2010	Expires: 10/29/2028	Title: Femoral Neck Support Structure, System, and Method of Use	2
5300.101.01US	US Patent	US	5300.101.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Pending Filed: 10/28/2008 Serial #: 12/259,929 Conf #: 1851 Pub #: US2009-0112210-A1 Pub Date: 4/30/2009		Title: Femoral Neck Support Structure, System, and Method of Use Notes: 7/25 Client voice mail approving proceeding with utility and PCT	3
5300.101.01WO	PCT	PCT	5300.101.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Done Filed: 10/29/2008 Serial #: PCT/US08/081541 Conf #: 2735 Pub #: WO 2009/058831 Pub Date: 5/7/2009		Title: Femoral Neck Support Structure, System, and Method of Use Notes: Client only wants to proceed with an EPO patent application for foreign filing; confirmation email is in file	4

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5300.101.02US	US Patent	US	5300.101.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Pending Filed: 3/5/2013 Serial #: 13784948 Conf #: 2383 Pub #: US2013-0289737A1 Pub Date: 10/31/2013	Title: Femoral Neck Support Structure, System, and Method of Use Notes: New case for protecting restricted claims before deadline.	5
5300.102.00US	US Patent	US	5300.101.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Converted Filed: 11/23/2007 Serial #: 66/989,874 Conf #: 5541	Title: Access and Visualization Device for Arthroscopic Hip Surgery	6
5300.103.00US	US Patent	US	5300.103.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Converted Filed: 1/6/2009 Serial #: 61/142,757 Conf #: 4664	Title: TISSUE RETRACTION SURGICAL INSTRUMENT AND METHOD OF USING THE SAME Notes: Some indication that client wants to proceed but need final confirmation. Bombard might buy rights and pay for himself.	7
5300.103.01EPO	Foreign Patent	EPO	5300.103.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Pending Filed: No Date Serial #: 10729427.4 Conf #: None	Title: INTERNAL TISSUE RETRACTION DEVICE, METHOD OF USE, AND SYSTEM	8
5300.103.01US	US Patent	US	5300.103.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Abandoned Filed: 1/5/2010 Serial #: 12/652,113 Conf #: 1520 Pub #: US20110009705 A1 Pub Date: 1/13/2011	Title: INTERNAL TISSUE RETRACTION DEVICE, METHOD OF USE, AND SYSTEM Notes: Some indication that client wants to proceed but need final confirmation. Bombard might buy rights and pay for himself.	9
5300.103.01WO	PCT	PCT	5300.103.00US	MJP Innovations, AG(5302) No Client Case No.	Status: Done Filed: 1/6/2010 Serial #: PCT/US10/2017 3 Conf #: 1805 Pub #: WO 2010/080773 Pub Date: 7/15/2010	Title: INTERNAL TISSUE RETRACTION DEVICE, METHOD OF USE, AND SYSTEM Notes: No Article 19 amendment filed No national phase filing per client	10

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Patent	Country	Attorney Docket No.	DD Action Due	Application No.	Filing Date	Pub. Filing Date	Pub. Serial No.	Status	Type
Patent	US	PUS-M047-001-P	2013-09-20 Paris Convention	61/701,327	2012-09-20			expired provisional, PCT filed	HIP IMPLANT
Patent	WO	PWO-M047-001	2014-04-20 Chapter II	PCT/IB2013/002066	2013-09-20	2012-09-20	61/701,327	pending, priority doc sent to WIPO	HIP IMPLANT

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