

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3953499

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STEPHEN BARKER	05/08/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NEWTEC VASCULAR PRODUCTS LIMITED	
<b>Street Address:</b>	LIVERPOOL SCIENCE PARK	
<b>Internal Address:</b>	131 MOUNT PLEASANT	
<b>City:</b>	LIVERPOOL	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	L3 5TF	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13021162
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(352)372-5800	
<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>		
<b>Phone:</b>	352-375-8100	
<b>Email:</b>	LCF@SLEPATENTS.COM	
<b>Correspondent Name:</b>	LOUIS C. FRANK	
<b>Address Line 1:</b>	P.O. BOX 142950	
<b>Address Line 4:</b>	GAINESVILLE, FLORIDA 32614	
<b>ATTORNEY DOCKET NUMBER:</b>	GJE.7630D1	
<b>NAME OF SUBMITTER:</b>	LOUIS C. FRANK	
<b>SIGNATURE:</b>	/LOUIS C. FRANK/	
<b>DATE SIGNED:</b>	07/08/2016	
<b>Total Attachments: 8</b>		
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DATED 8 May 2014

STEPHEN BARKER (1)

and

NEWTEC VASCULAR PRODUCTS (2)  
LIMITED

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DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY

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THIS DEED is made on

2014

**BETWEEN:**

- (1) **STEPHEN BARKER** of 16, Wilks Gardens, Shirley, Surrey CR0 8UJ ("**the Assignor**"); and
- (2) **NEWTEC VASCULAR PRODUCTS LIMITED** a company registered in England and Wales (company number 882446) whose registered office is at Liverpool Science Park, 131 Mount Pleasant, Liverpool L3 5TF ("**the Assignee**")

**RECITALS:**

- (A) The Assignor has right to certain Intellectual Property Rights necessary or desirable for the operation of, or otherwise relevant to, the Business.
- (B) The Assignee is a company which has been established with the assistance of the Assignor in order to develop and exploit the Intellectual Property Rights currently owned by the Assignor and to carry on the Business.
- (C) The Assignor has entered into a shareholders agreement with the Assignee (and others) ("**the Investment Agreement**") and pursuant to the terms of the Investment Agreement he has agreed to assign the Intellectual Property Rights to the Assignee on the terms set out in this Agreement.

**1 Interpretation**

1.1 In this Deed, the following words and expressions shall have the following meanings:

"**Business**" the development, manufacture, distribution and sale of any product, application, process or service derived from the exploitation of the Intellectual Property Rights in the field of neo intimal hyperplasia.

"**Deed**" this Deed (including any schedule or annexure to it and any document in agreed form);

"**Intellectual Property Rights**" the Patent Rights together with any and all other intellectual property rights including without limitation, any trade marks, names or service marks (whether or not capable of registration), design rights (whether registered or not), copyright (including in any source code), database rights, and any other similar rights, together with any improvements, updates or upgrades of such intellectual property rights at the date hereof, and the rights to apply for any protection of such rights:

- a) which relates either directly or indirectly to the Business; or
- b) in the Invention; or
- c) originated, conceived, created, written or made by the Assignor in the field of neo intimal hyperplasia;

"**Invention**" any invention, idea, discovery, development, improvement or innovation which is made by the Assignee in relation to the Business, whether or not patentable or capable of registration, and whether or not recorded in any medium;

"**Know-how**" any knowledge, experience, data, technical or commercial information relating to the Business or the Invention;

**"Patent Rights"** the patent applications listed in the Schedule, including all patents that may be granted pursuant to any such applications, as well as all patents that may derive priority from or have equivalent claims to or be based on the patents and patent applications in any country in the world;

**"Warranties"** the statements set out in clause 4 and **"Warranty"** means any one of them.

## **2      Assignment**

2.1      In consideration of the payment by the Assignee to the Assignor of the sum of £1 the Assignor with full title guarantee hereby assigns and transfers to the Assignee:

2.1.1    all his right, title and interest in the Intellectual Property Rights;

2.1.2    all his right, title and interest in the Know-how; and

2.1.3    all his rights of action, powers and benefits arising from ownership of the Intellectual Property Rights throughout the world, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Deed.

2.2      The Assignor hereby expressly waives all moral rights held or to be held in any existing or future copyright work subsisting in the Business by virtue of the Copyright, Designs and Patents Act 1988 (as amended).

2.3      Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Deed.

## **3      Further assurance**

3.1      The Assignor will at the request and expense of the Assignee execute such further documents as may reasonably be required to do any or all of the following:

3.1.1    vest in the Assignee the rights, title and interests expressed to be assigned by clause 2;

3.1.2    defeat any challenge to the validity of and resolve any questions concerning the Intellectual Property Rights;

3.1.3    to register the Assignee as proprietor of the Intellectual Property Rights (if applicable);

3.1.4    to uphold the Assignee's rights in the Intellectual Property Rights; and

3.1.5    to apply for and endeavour to assist the obtaining of patents for the Invention and improvements to it in the United Kingdom or other parts of the world.

3.2      The Assignor hereby irrevocably appoints the Assignee as his attorney in its name to execute any document and do any act or thing which may be necessary to comply with the provisions of clause 2.

## **4      Assignor's warranties**

4.1      The Assignor warrants and undertakes that:

- 4.1.1 he has not, to the best of his knowledge and belief, by his use of the Intellectual Property Rights, infringed the rights of any third party;
- 4.1.2 he has not been and is not currently a party to any agreement or understanding which would in any manner be inconsistent with the assignment of rights provided for in this Agreement;
- 4.1.3 he has not granted any licences in respect of any of the Intellectual Property Rights in any part of the world nor suffered any of them to be the subject of any charge, mortgage or other encumbrance.
- 4.2 Save for any claims in respect of any breach of the Warranties arising (or any delay in the discovery of which arises) as a result of fraud or wilful concealment on the part of the Assignor:
- 4.3 The Assignor shall not be liable in respect of any claim for breach of any of the Warranties:
  - 4.3.1 unless he shall have been given written notice of the claim (giving details of the matter in respect of which such claim is made) on or before the date 2 years after the date hereof;
  - 4.3.2 to the extent that any amount has been recovered by the Assignee (less any expenses properly incurred in recovering it) under any insurance policy for the time being in force in respect of the same subject matter giving rise to the breach of the Warranties.

## **5 Disclosure of Know-how**

- 5.1 The Assignor shall at the costs of the Assignee as soon as possible after the date of this Deed, disclose to the Assignee or its licensee and sub-licensees the Know-how in sufficient detail to enable the Assignee or its licensees and sub-licensees to exploit or otherwise use the Know-how.
- 5.2 Any disclosure of the Know-how pursuant to clause 5.1 shall be made as follows:
  - 5.2.1 where any part of the Know-how is contained or recorded in any electronic or printed documentation, the Assignor shall deliver such documentation as is reasonably requested or a copy thereof to the Assignee (or its licensees or sub-licensees at the Assignee's request) or the Assignor shall make an oral disclosure of the contents of such documentation by telephone, followed by delivery of such documentation as soon as practicable thereafter to the Assignee (or its licensees or sub-licensees);
  - 5.2.2 upon reasonable request by the Assignee and subject to the Assignee's agreement to pay the Assignor's prior agreed reasonable expenses (to the extent that payment for such services are not dealt with in any other agreement between the parties), the Assignor shall attend the Assignee's premises at the address stated in this Deed or, if requested by the Assignee, the premises of the Assignee's licensees or sub-licensee, or such other premises as is mutually agreed between the parties, in order to make an oral disclosure of the Know-how to the Assignee or its licensees or sub-licensees.

## **6 Entire Agreement**

This Deed sets out the entire agreement and understanding between the parties in respect of the subject matter of this Deed.

**7     Reliance**

The Assignee acknowledges that it has entered into this Deed in reliance only upon the warranties specifically contained or incorporated in this Deed and save as expressly set out in this Deed, the Assignor shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Deed unless it was made fraudulently.

**8     Exclusion of third party rights**

Unless expressly provided in this Deed, no term of this Deed is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**9     Governing law and jurisdiction**

This Deed shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with this Deed to the exclusive jurisdiction of the courts of England.

In witness this Deed has been executed on the date appearing at the head of page 1.

**Schedule 1**

**Patent Rights**

European Patent Application No. 06765100.0

U.S. Patent Application No. 13/021162

World IPO No. PCT/GB2006/002775

GB Patent No. GB 515 140.2



Executed as a deed by **STEPHEN BARKER**  
in the presence of:

)  
)  
)  
)  
Signature

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

Jenny.  
JENNIFER MUNDY.  
31, GLEBBHYRST  
SANDERSTEAD  
SURREY CR2 9J9  
SOLICITOR.

Executed as a deed by **NEWTEC**  
**VASCULAR PRODUCTS LIMITED** acting by  
a director in the presence of:

)  
)  
)  
)  
Director's signature

Director's name

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

Executed as a deed by **STEPHEN BARKER**  
in the presence of:

)  
)  
)  
)

Signature

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

Executed as a deed by **NEWTEC**  
**VASCULAR PRODUCTS LIMITED** acting by  
a director in the presence of:

)  
)  
)  
)

Director's signature

R. J. CARSON

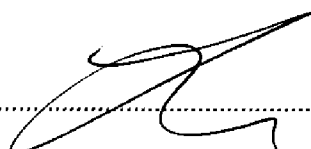
Director's name

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

  
ALAN EDWARDS  
BARNFOLD  
LLANFAIR D.C  
DENBIGHSHIRE  
DIRECTOR