503923192 07/20/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3969845

SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ					
		l	Name	Execution Date		
CRAIG MOORE				11/17/2011		
GREGG D SCHELLER				07/20/2016		
MATTHEW N ZEID				07/20/2016		
RECEIVING PARTY DA	ТА					
Name:	KATAL	YST S	SURGICAL, LLC			
Street Address:	754 GO	DDA	RD AVENUE			
City:	CHEST	CHESTERFIELD				
State/Country:	MISSO	MISSOURI				
Postal Code:	63005					
	Tatali d					
PROPERTY NUMBERS Total: 1 Property Type			Number			
		15214604				
Application Number:		15214	4604			
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SETTLEMENT AGREEMENT RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is made and entered into this ______ day of November, 2011, by and among Craig Moore, (hereafter "Moore"), on the one hand, and Katalyst Surgical, LLC ("Katalyst"), Katalyst Holdings, LLC ("Holdings") and Gregg Scheller ("Scheller"), on the other hand. Moore, Scheller, Katalyst and Holdings are collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, Moore was employed by Katalyst until his voluntary resignation effective October 31, 2011;

WHEREAS, the Parties desire to settle and resolve any and all claims and disputes between them amicably including but not limited to any such claims arising from Moore's employment and separation of employment from Katalyst and any claim that Moore has any ownership interest of any kind in Katalyst membership units (the "Membership Units");

WHEREAS, without any admission as to fault, wrongdoing or liability the Parties wish to forever resolve and compromise any and all claims any one of them may have against another of them subject to the terms and conditions set forth below:

WHEREAS, the parties have each been provided with a reasonable period of time in which to consider this Agreement and to consult with their attorneys concerning the settlement and this Agreement, and are entering into this Agreement voluntarily with full knowledge of its significance and effect; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

12. Invention Assignment. Moore hereby assigns to Katalyst without any further consideration accept as provided for herein. Moore's entire right, title, and interest in and to each and every Subject Idea and Invention. Moore agrees to take all reasonable actions requested by Katalyst, at Katalyst's expense, to protect Katalyst's rights therein. Moore agrees to assist Katalyst, or its designee, at Katalyst's expense, in every proper way to secure Katalyst's rights in each and every Subject Idea and Invention and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Katalyst of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Katalyst shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Katalyst, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Subject Ideas and Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Moore further agrees that Moore's obligation to execute or cause to be executed, when it is in Moore's power to do so, any such instrument or papers shall continue indefinitely. If Katalyst is unable because of Moore's mental or physical incapacity or for any other reason to secure Moore's signature to apply for or to pursue any application of any United States or foreign patents or copyright registrations covering Subject Ideas and Inventions or original works of authorship assigned to Katalyst as above, then Moore hereby irrevocably designates and appoints Katalyst and its duly authorized officers and agents as Moore's agent and attorney in fact, to act for and in Moore's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Moore. As used herein, "Subject Ideas and Inventions" includes, without limitation, any and all ideas, process, trademarks, service marks, inventions, designs technologies, computer hardware or software, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, and all improvements, extensions, know-how, data rights and claims related to the foregoing, whether or not patentable, which were and are developed or created which: (i) relate to Katalyst's current or contemplated business or activities; (ii) relate to any Katalyst

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EACH OF THE FOLLOWING INDIVIDUALS HAS READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT OF THEIR OWN FREE ACT AND DEED.

GREGG SCHELLER Dated: November _____. 2011 CRAIG MOORE

Dated: November 7 / , 2011

-ap 19-2013 1947-00

PATENT REEL: 039197 FRAME: 0979

STATE OF MISSOURI COUNTY OF <u>SHELDWIS</u> **SS**:

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by CRAIG MOORE, who acknowledged that the execution thereof was a free act and deed.

Marin Marine Strate Konzawi NOTARY PUBLIC DESIREE Konzawi Normy Public - Metery Strat Carpon 2011 - Strate Damande de Eddar - Strate 201201

<u>Connes</u>

My Commission Expires:

STATE OF MISSOURI) } SS: COUNTY OF ()

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by Gregg Scheller, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release of All Claims as of the day and year first above written.

I HAVE READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT ON BEHALF OF KATALYST SURGICAL, LLC AS THE FREE ACT AND DEED THAT COMPANY.

By:

Title: Authorized Officer of Katalyst Surgical, LLC Dated: November 17, 2011

STATE OF MISSOURI

COUNTY OF SA LOUIS

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by $\underline{William L. Bates}$, as $\underline{Wthollmad officer}$, of KATALYST SURGICAL, LLC, who acknowledged that the execution thereof was a free act and deed.

SS:

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17 day of <u>November</u>, 2011.

Kinbuly A. Lehimorg NOTARY JUBLIC

My Commission Expires:



12

EACH OF THE FOLLOWING INDIVIDUALS HAS READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT OF THEIR OWN FREE ACT AND DEED.

GREGG SCHELLER

Dated: November <u>17</u>, 2011

CRAIG MOORE
Dated: November ____, 2011

STATE OF MISSOURI)

COUNTY OF _____

SS:

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by CRAIG MOORE, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this ______ day of ______, 2011.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSOURI) COUNTY OF St. LOUIS) SS:

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by Gregg Scheller, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this $\frac{7th}{M}$ day of $\frac{NOVEMBE}{M}$, 2011.

Kintrily & Chimweg_ NOTARY/PUBLIC

My Commission Expires:



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PATENT REEL: 039197 FRAME: 0981

I HAVE READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT ON BEHALF OF KATALYST HOLDINGS, LLC AS THE FREE ACT AND DEED OF THAT COMPANY.

By:

Title: Authorized Replesentative of Katalyst Holdings, LLC Dated: November / 2, 2011

STATE OF MISSOURI

COUNTY OF St. LOUIS

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by <u>Gragg Scheller</u>, as <u>authorized representation</u> of KATALYST HOLDINGS, LLC, who acknowledged that the execution thereof was a free act and deed.

SS:

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this $\frac{174h}{1000}$ day of <u>November</u>, 2011.

Kinbuly K-ohimwlg NOTARY PUBLIC

My Commission Expires:



I HAVE READ THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ALL ITS TERMS, AND I SIGN IT ON BEHALF OF KATALYST HOLDINGS, LLC AS THE FREE ACT AND DEED OF THAT COMPANY.

By:

Title: Authorized Representative of Katalyst Holdings, LLC Dated: November / Z., 2011

STATE OF MISSOURI) COUNTY OF \mathcal{H} -LOUIS)

I hereby certify that the foregoing Agreement and General Release was subscribed and sworn to before me this day by <u>Gregg Scheller</u>, as <u>wtwirud ryresortation</u> of KATALYST HOLDINGS, LLC, who acknowledged that the execution thereof was a free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this $\frac{1749}{100}$ day of <u>November</u>, 2011.

Kinbuly K-ohumung NOTARY PUBLIC

My Commission Expires:



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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

Gregg D. Scheller (hereinafter, "Assignor"), who, having created a certain invention for which an application for United States Letters Patent entitled:

MICROSURGICAL HANDLE AND INSTRUMENT

for which the application for U.S. Letters Patent has been filed on July 20, 2016 as Application Serial No. 15/214,604, Do hereby sell, assign and transfer to Katalyst Surgical, LLC, a Missouri limited liability company, (hereinafter, "Assignees"), their successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

I authorize Assignees to apply for and receive Letters Patent for such protection in their own names, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignees, but without charge to Assignees, their successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignees, their successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignees, their successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignees, their successors, assigns and legal representatives; and

Covenant with said Assignees, their successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned. IN TESTIMONY WHEREOF, I have hereunto set my signature on July 20, 2016.

Signature of inventor: Gregg D. Scheller

Attorney Docket Number 0130400C

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

Matthew N. Zeid (hereinafter, "Assignor"), who, having created a certain invention for which an application for United States Letters Patent entitled:

MICROSURGICAL HANDLE AND INSTRUMENT

for which the application for U.S. Letters Patent has been filed on July 20, 2016 as Application Serial No. 15/214,604, Do hereby sell, assign and transfer to Katalyst Surgical, LLC, a Missouri limited liability company, (hereinafter, "Assignees"), their successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties;

I authorize Assignees to apply for and receive Letters Patent for such protection in their own names, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignees, but without charge to Assignees, their successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignees, their successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignees, their successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignees, their successors, assigns and legal representatives; and legal representatives; and

Covenant with said Assignees, their successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned. IN TESTIMONY WHEREOF, I have hereunto set my signature on July 20, 2016.

Signature of inventor: Matthew N. Zeid

RECORDED: 07/20/2016