

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4090348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STERILE CONTAINMENT TECHNOLOGIES, LLC	02/22/2013
PERCIVAL BANKS	02/22/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INNOVATIVE STERILIZATION TECHNOLOGIES, LLC
<b>Street Address:</b>	7625 PARAGON RD.
<b>Internal Address:</b>	SUITE A
<b>City:</b>	DAYTON
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45459
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6319481
<b>Patent Number:</b>	7595032
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(916)446-1611
<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>	8584363140
<b>Email:</b>	ECALIGIURI@WEINTRAUB.COM
<b>Correspondent Name:</b>	ERIC CALIGIURI
<b>Address Line 1:</b>	11682 EL CAMINO REAL
<b>Address Line 2:</b>	SUITE 305
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130
<b>NAME OF SUBMITTER:</b>	ERIC CALIGIURI
<b>SIGNATURE:</b>	/Eric Caligiuri/
<b>DATE SIGNED:</b>	10/10/2016
<b>Total Attachments: 8</b>	
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## LICENSE AGREEMENT

This Agreement is made to become effective on the 22<sup>nd</sup> day of February 2013 ("Effective Date") between STERILE CONTAINMENT TECHNOLOGIES, LLC AND PERCIVAL BANKS, individually and in his capacity as a member/CEO of Sterile Containment Technologies, LLC a limited liability company organized and existing under the laws of the State of California, whose address is Suite 204, 1301 Quarry Court, Richmond, CA 94801 (hereinafter referred to collectively as "Licensor"), and INNOVATIVE STERILIZATION TECHNOLOGIES, a company organized and existing under the laws of the State of Ohio and having its principal place of business at 10881 Yankee Street, Centerville, Ohio 45458 (hereinafter referred to as "Licensee").

WHEREAS, Licensor has been assigned the rights to the following patents ("The Patents", Copyrights, ("The Copyrights") Trademarks ("The Trademark") and FDA Approvals ("The Approvals") for what is commonly known as the "ONE TRAY Rapid Processing System" and its components, including but not limited to containers, processing kits, filters and solutions (hereinafter referred to as ONE TRAY). This is a medical device used for sterilization.

- U.S. Patent #6,319,481 B1 Sterilization Container
- U.S. Patent #7,595,032 B2 Protected Seal for Filtered Vent in a Sterilization Container
- U.S. Trademark Registration # 78108889 and 75950207
- U.S. Copyright # "ONE TRAY"
- FDA Approval # K052567

WHEREAS, Licensee is in the business of marketing and selling various types of medical products; and

WHEREAS, it is acknowledged, by both Licensor and Licensee that in order to produce the ONE TRAY product in quantities sufficient for commercial distribution and sale that significant capital and labor is required to bring the product to market.

WHEREAS, Licensee is ready, willing and able to make the significant capital and labor investments to manufacture, market and sell the ONE TRAY family of products.

WHEREAS, the parties hereto desire to enter into the present license agreement whereby, during the term hereof, Licensor agrees to grant to Licensee certain rights and privileges with respect to said patents, trademarks, copyrights and FDA approvals trademarks to market and sell the ONE TRAY products.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

## 1. Definitions

- (a). The term "Licensed Product" shall mean and include but is not limited to the "ONE TRAY Rapid Processing System" and its components, including but not limited to containers, processing kits, filters and solutions covered by the claims of a The Patents, The Trademarks, The Copyrights and The Approvals which is designed for sale directly to the end user thereof and is capable of being used by said end user without any modification thereof or addition thereto.
- (ii) any product which utilizes a partially constructed or modified sterilization system covered by the claims of The Patents, The Trademarks, The Copyrights and The Approvals as a major and integral component in either the final construction thereof or in the operation thereof, such as a non-standard size tray or modified tray, and the like.
- (iii) any product that does use the same or similar, packaging, filter set and/or solution covered by the claims of The Patents, The Trademarks, The Copyrights and The Approvals.
- (iv). The term "The Patents" shall mean the Patent, together with all reissues, continuations, continuation-in-parts and divisions subsequently filed and any patents issued thereon, together with all foreign counterpart patents, applications for patents, registrations, and the like, which are filed thereon.
- (v). The term "Licensed Technology" shall mean and include Licensor's proprietary and confidential specifications of Licensed Products and any component therefor or thereof.
- (vi). The "Term" of this Agreement shall commence on the Effective Date hereof and shall continue in effect for the life or lives of said Licensed Patents, The Trademarks, The Copyrights and The Approvals, and any extensions thereof, unless otherwise terminated in accordance with the terms hereinafter set forth.

## 2. Licenses and Other Rights and Obligations

- (a). During the Term and subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee an exclusive, transferable, worldwide, royalty-bearing right and license under the Licensed Patents, the Trademarks, the Copyrights, the Approvals and Licensed Technology to make, use, sell and to have made any Licensed Products, or any component thereof or therefor.

## 3. Payment and Other Rights Granted To Licensor

- (a). Licensee shall pay to Licensor(s), jointly and severally, the sum of \$22,250.00 USD on the Effective Date hereof. Receipt of which is hereby specifically acknowledged by \_\_\_\_\_.
- (b) Licensor shall have the right to purchase certain Licensed Products, when available,

from Licensee for resale to other distributors who may market and sell the Licensed Products, only outside of the states of Illinois, Indiana, Kentucky, Ohio, Michigan, Tennessee, West Virginia and Western Pennsylvania (Licensee is and remains the exclusive distributor in these states), as follows:

- (i) Licensor may purchase, when available, all ONE TRAY Containers and filter sets from Licensee for the sum of the total tray manufacturing cost (to be determined and set after assembly from the actual manufacturer) plus 20%. These costs may fluctuate from the supplier and cause purchase amounts to change. Licensor will require 75% of total container costs up front before manufacturing begins on those trays. The remaining 25% of total cost and an additional 20% will be paid to Licensee in 30 days following delivery.
- (ii) Licensor may purchase, when available, the ONE TRAY filter sets from Licensee for the total sum of filter manufacturing cost (to be determined and set after assembly from the actual manufacturer/suppliers) plus 20%. These costs may fluctuate from manufacturers/suppliers and cause purchase amounts to change. Licensor will require 75% of total filter set costs up front before manufacturing begins on those filter sets. The remaining 25% of total cost and additional 20% will be paid to Licensee in 30 days following delivery.
- (c) Licensor may acquire the initial tooling used for manufacturing the Licensed Products for the sum of Licensor's total manufacturing costs (To be determined at time of purchase from Licensee) plus 20% interest plus \$500,000 for compensation of previous work completed. Licensor may execute this tooling purchase option at any time the Licensor has the ability to pay for all of the above sums in cash in a single payment.
- (d) The Licensor will automatically acquire from Licensee the initial tooling used to manufacture the Licensed Products when Licensee's net profits from tray sales equals Licensee's total investment for manufacturing the Licensed Products plus 20% interest plus \$500,000 for compensation of previous work completed. Licensee agrees to update Licensor on progress each quarter regarding the net profits compared to total investment for manufacturing the Licensed Products.
- (e) In the event that the Licensor acquires the tooling from Licensee used to manufacture the Licensed Products and in fact manufactures some or all of the Licensed Products then the Licensee shall have the right of first refusal to purchase all Licensed Products produced by the Licensor at a price of cost of plus 20% which will be paid to Licensor 30 days following delivery. The failure of Licensor to have available quantities of licensed products in quantities sufficient to fulfill orders placed by the Licensee shall be deemed a material breach of this agreement.
- (f) In the event that the Licensor acquires the tooling from Licensee for the manufacturing of the Licensed Products and manufactures the ONE TRAY filter sets, and the Licensee stops manufacturing the filter sets, then Licensor agrees to stock filter sets in verifiable inventory in the sum of no less than 200,000 units for every 1,000 tray units

manufactured by the Licensee so that the Licensee may continue to supply customers and other end users of the Licensed Product without risk of shortage or disruption to the normal course of business.

4. Obligations of Licensors.

(a) It is acknowledged by the Licensors that he has particular technical expertise in the design, function and operation of the Licensed Products and will be required to participate in the set-up, tooling and manufacturing process to ensure that the Licensed Products will meet or exceed designed performance specifications. Licensors shall timely assist in supplying technical support and expertise in the manufacturing of the trays, filter set configuration and sourcing.

(b) In light of Licensors's superior technical expertise regarding the Licensed Products, the Licensors will be required to timely respond to any product complaints and/or requests for technical information. If the requested information constitutes a trade secret or confidential information no right of privilege shall be asserted against the Licensee its agents, representatives or employees, but may be asserted against any third parties requesting assistance or information regarding the Licensed Products.

(c) Due to the fact that the Licensed Products only have FDA Approval for a shelf life of Forty-Eight (48) hours it is necessary to increase the shelf life of the Licensed Products to no less than thirty (30) days so that the product will be competitive in the marketplace. Licensors agrees to immediately focus on extending the shelf life of the existing Licensed Products to no less than thirty (30) days by conducting new testing and submitting appropriate applications and material to the FDA for approval within one year from the date of the execution of this agreement.

(d) Licensors is required to attend and participate in national trade shows, meetings and conferences in order to promote the Licensed Products in a manner that is consistent with the best practices of the industry.

(e) Licensors shall provide promotional and sales assistance.

5. Representations and Warranties; Limitation of Liability; Indemnification

(a). Licensors hereby represents that it has independently developed the Licensed Technology and that, to the best of its knowledge and belief, the manufacture, use and/or sale of any Licensed Product according to the Licensed Technology will not infringe upon any patent right of any third party and that it has no present knowledge that such a Licensed Product will infringe upon any patent right of any third party.

(b). The warranties provided by Licensors in this Section 8 are in addition to all statutory and implied warranties, including but not limited to warranties of non-infringement, merchantability and fitness for a particular purpose.

(c). Licensor shall defend, indemnify and hold Licensee harmless from and against all claims, damages, losses, liabilities and expenses, including reasonable fees and expenses of attorneys and other professionals arising out of or resulting from claims that the Licensed Products are defective in design, defectively manufactured and/or that there was a failure to warn of dangerous conditions regarding the use of the Licensed Products and/or warn of the risks associated with the Licensed Product. Licensor agrees to obtain sufficient amounts of liability insurance to cover any claims for damages, losses, liabilities and expenses, including reasonable fees and expenses of attorneys and other professionals which may be caused by or related to the Licensed Products.

(d). Licensor shall defend, indemnify and hold Licensee harmless from and against all claims, damages, losses, liabilities and expenses, including reasonable fees and expenses of attorneys and other professionals arising out of or resulting from the following: (a), any action by a third party against Licensee that is based upon or alleges any claim that any Licensed Product infringes any right of any third party; and (ii) any action by a third party that is based upon or alleges that any product sold or manufactured by Licensee is defective in any way; and (iii) any other claim caused in whole or in part due to the breach of this Agreement by Licensor and/or any negligent act or omission of Licensor or any of its officers, agents, contractors or employees.

#### 6. General Provisions

(a). All notices required by this Agreement shall be in writing and sent by certified mail, return receipt requested, by hand or overnight courier, to the following addresses:

If to Licensor: Sterile Containment Technologies  
Attn. Percival Banks  
1301 Quarry Ct.  
Suite #204  
Richmond, California 94801

If to Licensee: Innovative Sterilization Technologies  
Attn. Scott Cohen  
10881 Yankee Street  
Centerville, OH 45458

Unless either party shall at any time by notice in writing designate a different address. Notice shall be effective (i) three (3) days after the date officially recorded as having been deposited in the mails, or (ii) upon receipt by hand delivery or (ii) the next day if by overnight courier.

(b). If any provision (or any portion thereof) of this Agreement is for any reason declared to be invalid or unenforceable, the validity of the remaining provisions (or remaining portions thereof) shall not be affected.

(c). No waiver by either party, whether express or implied, of any provision of this Agreement, or of any default hereunder including, but not limited to, the provisions relating to timely payment, shall constitute a continuing waiver or a waiver of any other provision or default, and no waiver shall prevent the other party from enforcing any and all provisions of this Agreement upon subsequent or continuing breach or default.

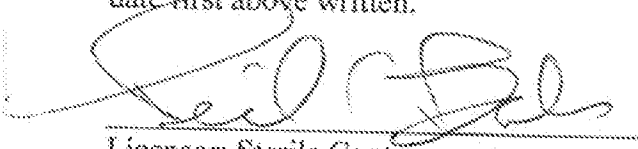
(d). The relationship established between the parties by this Agreement is that of independent contractors, i.e., Licensee and Licensor. No provision of this Agreement shall be deemed to place the parties in the relationship of partners or joint ventures, or constitute one party the agent of the other.

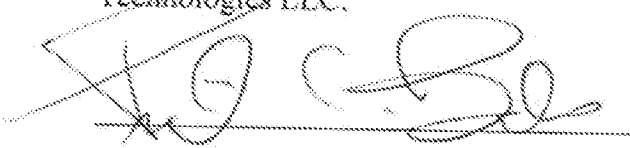
(e). This Agreement represents the entire agreement of the parties replacing any earlier agreements concerning the same matters. It may only be modified by a subsequent writing signed by the parties.

(f). This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Ohio, U.S.A. excluding any conflicts of law provisions.

(g). Time is of the essence in this agreement.

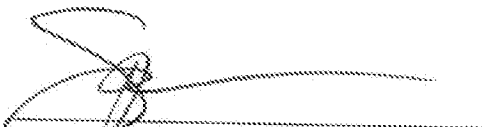
IN WITNESS WHEREOF, the parties hereto have set their signatures as of the date first above written.

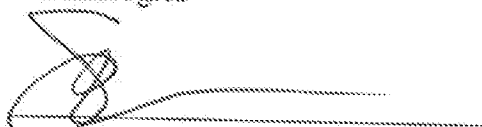
  
Licensor: Sterile Containment  
Technologies LLC.

  
Licensor: Percival Banks, individually

Date:

2/22/13

  
Licensee: Innovative Sterilization  
Technologies

  
Licensee: Scott Cohen

Date:

2/22/2013



## ADDENDUM TO LICENSE AGREEMENT

This Addendum to License Agreement (this "Addendum") is made to become effective on the 29<sup>th</sup> day of March, 2013 (the "Effective Date") between Sterile Containment Technologies, LLC a limited liability company organized and existing under the laws of the State of California and Percival Banks, individually and in his capacity as a Member/CEO of Sterile Containment Technologies, LLC (herein referred to collectively as "Licensor") and Innovative Sterilization Technologies, LLC, a limited liability company organized and existing under the laws of the State of Ohio (the "Licensee") who agrees as follows:

1. Recitals. Pursuant to a License Agreement dated February 22, 2013 (the "License Agreement"), Licensor granted certain license rights to Licensee. The Licensor and Licensee have entered into this Addendum to modify the License Agreement in certain respects.
2. Addendum. In the event of the untimely death of Percival Banks, in his capacity as a Member/CEO of Sterile Containment Technologies LLC, he agrees to transfer ownership of all ONE TRAY® intellectual property including but not limited to U.S. Patent #6,319,481 and #7,595,032, all Trademark Registrations including but not limited to U.S. Trademark Registration #78108889 and #75950207, all U.S. Copyrights including but not limited to U.S. Copyright # "ONE TRAY®", and all U.S. FDA Approvals including but not limited to FDA Approval # K05267.

In exchange for the transfers of ownership to the above items, Innovative Sterilization Technologies LLC will pay Sterile Containment Technologies, LLC, an amount equal to 5% of the net sales for the previous 12 month period. This payment will be sent following the completion of the transference of ownership to all of the above items and in one lump sum payment. Innovative Sterilization Technologies, LLC, reserves the rights to execute this Addendum.

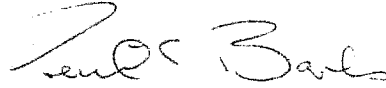
3. Confirmation. In all other respects the License Agreement is hereby ratified, confirmed, and approved.

Innovative Sterilization Technologies, LLC  
10881 Yankee Street  
Dayton, OH 45458  
O: (937) 619-0138 F: (937) 630-4346

**PATENT**

**REEL: 039979 FRAME: 0208**

STERILE CONTAINMENT TECHNOLOGIES, LLC



By: Percival C. Banks

Its: President/Individually

INNOVATIVE STERILIZATION TECHNOLOGIES,  
LLC



By: Scott E Cohen

Its: President/CEO

**Innovative Sterilization Technologies, LLC**

10881 Yankee Street

Dayton, OH 45458

O: (937) 619-0138 F: (937) 630-4346

**PATENT**