#### 10/18/2016 504055410

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4102075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ABEON MEDICAL CORPORATION	09/30/2016

### **RECEIVING PARTY DATA**

Name:	APPLIED MEDICAL TECHNOLOGY, INC.		
Street Address: 8006 KATHERINE BOULEVARD			
City:	BRECKSVILLE		
State/Country:	OHIO		
Postal Code:	44141		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	5951467
Patent Number:	6090043
Patent Number:	9138218
Patent Number:	9011325

### CORRESPONDENCE DATA

Fax Number: (216)579-6073

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: (216) 579-1700

Email: mlaskey@pearne.com **Correspondent Name:** PEARNE & GORDON LLP

Address Line 1: 1801 EAST 9TH STREET, SUITE 1200

Address Line 4: CLEVELAND, OHIO 44114-3108

ATTORNEY DOCKET NUMBER:	AMT-J5856
NAME OF SUBMITTER:	DEBORAH L. CORPUS
SIGNATURE:	/Deborah L Corpus/
DATE SIGNED:	10/18/2016

### **Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made effective as of September 30, 2016, by ABEON MEDICAL CORPORATION, an Ohio corporation ("Seller"), in favor of APPLIED MEDICAL TECHNOLOGY, INC., an Ohio corporation ("Buyer").

### RECITALS

- A. As of the date hereof, Buyer is acquiring from Seller the Purchased Assets, including the Seller Intellectual Property, pursuant to an Asset Purchase Agreement (the "Purchase Agreement") entered into between Buyer and Seller dated effective as of September 30, 2016. Capitalized terms not otherwise defined in this IP Assignment will have the meanings given in the Purchase Agreement.
- B. The execution and delivery of this IP Assignment is a condition precedent to the obligation of Buyer to close the transactions contemplated by the Purchase Agreement, and Seller has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all Seller Intellectual Property, which shall include, without limitation, the trademarks, patents, and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Seller Intellectual Property to Buyer, or any assignee or successor thereto.
- 3. <u>Relationship to Purchase Agreement</u>. This IP Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. If there is any conflict between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement will prevail. Nothing contained in this IP Assignment will be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

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- 4. <u>Issuance of Future Patents</u>. Seller hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection to issue respective Letters of Patent to Buyer, and the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term(s) for which such Seller Intellectual Property may be granted, as fully and entirely as the same would have been held by me had this assignment not been made.
- 5 No Prior Encumbrance. Seller hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with the terms of this IP Assignment.
- 6. <u>Right to Sue for Past Infringement</u>. Seller hereby expressly grants to Buyer all of Seller's rights to bring any necessary action, including, but not limited to lawsuits, against any past, present, or future third party infringers, potential or actual, of any Seller Intellectual Property as if the Seller himself were bringing such action. Buyer shall have the right to any and all recoveries from any such actions and Seller hereby waives any recovery obtained by Buyer.
- 7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 8. <u>Successors and Assigns.</u> This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 9. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).
- Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO 10. THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS IP ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT. AS THE MUTUAL WAIVERS AND BY. AMONG OTHER THINGS. CERTIFICATIONS IN SECTION 8.10 OF THE PURCHASE AGREEMENT.

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ABEON MEDICAL CORPORATION

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

APPLIED MEDICAL TECHNOLOGY, INC.

Address for Notices:

# SCHEDULE 1

# ASSIGNED TRADEMARKS, PATENTS AND PATENT APPLICATIONS

See attached.

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