

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	
<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>		
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. Assignment. 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. Relationship to Purchase Agreement. 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.

4. Issuance of Future Patents. 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. Right to Sue for Past Infringement. 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. Successors and Assigns. 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).

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO 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 APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN SECTION 8.10 OF THE PURCHASE AGREEMENT.

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

ABEON MEDICAL CORPORATION

By: 

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

APPLIED MEDICAL TECHNOLOGY, INC.

By: 

Name:

Title:

Address for Notices:

SCHEDULE 1

ASSIGNED TRADEMARKS, PATENTS AND PATENT APPLICATIONS

See attached.

BEFORE ISSUING PATENTS AND PENDING APPLICATIONS

[illegible]

~~SECRET~~

CDSP ID	Reference #	Mark	Applicant #	Pre Date	Registration #	Registration Date	Result	Next Exam Date to Administer Prog
ROBEN	105809120	FLC	7801068	5/22/2009	7148328	5/24/2009	PREPARED	5/27/2009
ARICN	747304120	ANCON	8504730	5/16/2011	6442810	5/16/2011	PREPARED	5/17/2011

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Washington, September 7, 1978

Positive Evidence by Case Number

24-00000

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