

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4074210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	STOCK PURCHASE AND CONTRIBUTION AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
INOVISE MEDICAL, INC.	05/31/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	VISCARDIA, INC.
<b>Street Address:</b>	8770 SW NIMBUS AVENUE, SUITE D
<b>City:</b>	BEAVERTON
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97008

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	15273643

**CORRESPONDENCE DATA**

**Fax Number:** (714)453-9824

*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:** (714)453-9824

**Email:** docketing@lozaip.com

**Correspondent Name:** LOZA & LOZA LLP

**Address Line 1:** 305 NORTH SECOND AVE., #127

**Address Line 4:** UPLAND, CALIFORNIA 91786-6064

<b>ATTORNEY DOCKET NUMBER:</b>	VISCAR-1001DIV
<b>NAME OF SUBMITTER:</b>	DAVID S. SARISKY
<b>SIGNATURE:</b>	/David S. Sarisky/
<b>DATE SIGNED:</b>	09/28/2016

**Total Attachments: 9**

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**COMMON STOCK AND SERIES A STOCK PURCHASE AND CONTRIBUTION  
AGREEMENT  
(VISCARDIA, INC.)**

This COMMON STOCK AND SERIES A STOCK PURCHASE AND CONTRIBUTION AGREEMENT (this "*Agreement*") is entered into as of May 31, 2016, between VISCARDIA, INC., a Delaware corporation (the "*Company*"), and INOVISE MEDICAL, INC., an Oregon corporation ("*Inovise*").

**BACKGROUND**

- A. Inovise is in the medical device business.
- B. Inovise has been developing medical devices relating to the implantable diaphragmatic/phrenic stimulation (the "*Business*").
- C. The Company is a wholly-owned subsidiary of Inovise.
- D. Inovise desires to transfer the Business to the Company in anticipation of the Company issuing equity to investors or as retention and recruitment incentives for employees and other service providers to the Business, and operating the Business separately.
- E. Inovise has, through its contractors and employees, conceived or developed certain Transferred Business Assets and Licensed Business Assets (each as defined below) relating to the Business.
- F. Inovise desires to contribute to the Company (i) all of its right, title and interest in the Transferred Business Assets and (ii) an exclusive, worldwide, perpetual license to the Licensed Business Assets in the field of implantable diaphragmatic/phrenic stimulation devices, in exchange for shares of the Company's Common Stock, par value \$0.0001 per share ("*Common Stock*") and Series A Preferred Stock, par value \$0.0001 per share ("*Series A Stock*"), as provided in this Agreement.
- G. The Company desires to accept such consideration and to issue such shares of Common Stock and Series A Stock as provided in this Agreement.

**AGREEMENTS**

**1. Contribution of Assets for Series A Stock**

Subject to the terms and conditions of this Agreement, the Company hereby issues and sells to Inovise, and Inovise hereby subscribes for and purchases from the Company, 3,106,241 shares of Common Stock, and 1,050 shares of Series A Stock (collectively, the "*Shares*") in exchange for the following consideration:

- (a) All right, title and interest of Inovise in and to (i) books and records related to the

Business, (ii) clinical data relating to the Business, including, without limitation, all clinical data and other information relating to the studies described on Exhibit A, (iii) the business concept, business plan, market research, strategy and other related business materials developed by Inovise for the Company, relating to the Business, (iv) all domain names, copyrights, patent rights, know how, trade secret rights, trademark rights, mask work rights, database rights, and all other intellectual and industrial property rights of any sort if (A) related to the Business and (B) not used or useful to the business of Inovise as presently conducted or presently proposed to be conducted exclusive of the Business, (v) all rights to the patents and patent applications listed on Exhibit A hereto, (vi) all corresponding moral rights and goodwill incorporated or embodied in, used to develop, or related to assets specified in clauses (iv) and (v) of this paragraph, and (vii) all causes of action, including, without limitation, the right to recover damages, for any past, present or future infringement or misappropriation of any of the foregoing rights assigned to Company (collectively, the "*Transferred Business Assets*");

(b) A license pursuant to the License Agreement attached to this Agreement as Exhibit B (the "*Licensed Business Assets*");

## 2. Assignment

(a) Inovise hereby assigns and contributes to the Company all of Inovise's past, present and future right, title and interest in and to the Transferred Business Assets, free and clear of any liens.

(b) Inovise hereby agrees to assist the Company to evidence, record, and perfect the assignment of the Transferred Business Assets above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, such assigned rights, provided that the Company shall reimburse Inovise for its reasonable expenses relating to such assistance. If the Company is unable for any reason whatsoever to obtain Inovise's signature to any document it is entitled to under this Section 2, Inovise hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of such person or entity, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Inovise.

(c) To the extent allowed by law, the Company and Inovise hereby acknowledge and agree that the Transferred Business Assets assigned to the Company pursuant to Section 2 of this Agreement include all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known or referred to as "moral rights," "artist's rights," "droit moral" or the like. To the extent Inovise retains any such rights under applicable law, Inovise hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such rights by or authorized by the Company, and Inovise agrees not to assert any such rights with respect thereto. Inovise will also confirm any such ratifications, consents and agreements from time to time as reasonably requested by the Company.

### **3. Confidential Information**

Inovise will not, and will take reasonable steps to cause its employees and contractors to not, use or disclose anything assigned to the Company hereunder, except to the extent Inovise (a) is authorized to use or disclose such information for and on behalf of the Company, (b) can document that such information is generally available (through no unauthorized disclosure of Inovise) to the public without charge, license or restriction, or (c) is permitted to use or disclose such information or plans pursuant to any other written agreement between Inovise and the Company. Inovise further recognizes and agrees that there is no adequate remedy at law for a breach of this Section 3, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

### **4. Inovise Representations**

Inovise hereby represents and warrants to the Company as follows in this Section 4.

(a) Inovise (i) has at all times been the sole owner of all rights, title and interest in the Transferred Business Assets, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Transferred Business Assets or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment and contribution of the Transferred Business Assets and Licensed Business Assets as provided in this Agreement, (iv) has at all times used commercially reasonable efforts to preserve the confidentiality of those aspects of the Transferred Business Assets and Licensed Business Assets that Inovise considers to constitute trade secrets and has not disclosed or otherwise dealt with such items in such a manner as to forfeit or relinquish protection of such items under the Uniform Trade Secrets Act or comparable law.

(b) Inovise does not have actual knowledge of any prior art, fact or circumstance that could reasonably be expected to prevent the Company from securing patent protection for any inventions included in or derived from the Transferred Business Assets or Licensed Business Assets that otherwise could reasonably be expected to be patentable.

(c) Inovise is acquiring the Series A Stock under this Agreement for investment for its own account, not as a nominee or agent, and not with a view to resell or distribute of any part thereof. Inovise has no present intention of selling, granting any participation in, or otherwise

distributing the Series A Stock. Inovise does not have any agreement or arrangement with any person or entity to sell, transfer or grant rights to such person or entity or to any other person or entity, with respect to any of the Series A Stock.

(d) Inovise understands that the shares of Series A Stock have not been, and will not be, registered under federal or state securities laws, by reason of a specific exemption from the registration provisions of such laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Inovise's representations as expressed in this Agreement. Inovise further understands that the Series A Stock are "restricted securities" under applicable federal and state securities laws and that, pursuant to these laws, Inovise must hold the Series A Stock indefinitely unless they are registered with the Securities and Exchange Commission for sale and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Inovise acknowledges that the Company has no obligation to register or qualify the Series A Stock for resale. Inovise further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Series A Stock, and on requirements relating to the Company which are outside of Inovise's control, and which the Company is under no obligation and may not be able to satisfy.

## 5. General

(a) Assignment. This Agreement and the rights and obligations of the parties under this Agreement will inure to the benefit of, and be binding upon, the respective successors, assigns and legal representatives of the parties, but will not otherwise be for the benefit of any third party.

(b) Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement, including, without limitation, a Patent Assignment Agreement and the License Agreement (collectively, the "**Contribution Documents**").

(c) Notices. Unless otherwise provided, any notice under this Agreement (i) must be in writing, (ii) must be addressed to the party to be notified at the address indicated on the signature page to this Agreement, or at such other address as such party may designate by 10 days' advance written notice to the other party given in the manner provided in this Section 5(c), and (iii) will be deemed effectively given upon the earlier of actual receipt or (1) personal delivery to the party to be notified; (2) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (3) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt; and (4) three business days after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

(d) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of Oregon law concerning conflicts of laws.

(e) Entire Agreement. This Agreement and the other Contribution Documents constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and the other Contribution Documents, and supersedes all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter of this Agreement and the other Contribution Documents.

(f) Amendment and Waiver; Termination. This Agreement may be amended or terminated only by a written agreement executed by Inovise and the Company. No amendment, waiver or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision in this Agreement shall constitute a subsequent waiver of that provision or of any other provision in this Agreement, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

(g) Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, that provision will be enforced to the maximum extent possible given the intent of the parties hereto. If that clause or provision cannot be so enforced, that provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if that invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

(h) Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including an arbitration, the prevailing party in that dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of the prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(i) Facsimile Signatures; Counterparts. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.


(j) Titles, Captions and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

*[Remainder of page intentionally left blank.]*

In witness hereof, the parties hereto have executed this COMMON STOCK AND SERIES A STOCK PURCHASE AND CONTRIBUTION AGREEMENT as of May 31, 2016.

COMPANY:

VISCARDIA, INC.

By:   
Peter Bauer, President

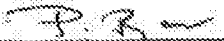
Address: 8770 SW NIMBUS AVE  
SUITE 9  
BEAVERTON, OR 97008

Fax: +1 503 431 3801

Email: BAUER.P@VISCARDIA.COM

INOVISE:

INOVISE MEDICAL, INC.

By:   
Peter Bauer, President

Address: 8770 SW NIMBUS AVE  
SUITE 9  
BEAVERTON, OR 97008

Fax: +1 503 431 3801

Email: BAUER.P@INOVISE.COM



EXHIBIT A

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Assigned Patents and Patent Applications

US 7,994,655	Mechanical, Anatomical Heart Pumping Assist
US 2014/0172040 A1	Hemodynamic Performance Enhancement Through Asymptomatic Diaphragm Stimulation
PCT/US 2013/0075489 EU 13865191.4	Hemodynamic Performance Enhancement Through Asymptomatic Diaphragm EU Stimulation
PCT/US 2013/0075489 CN # pending	Hemodynamic Performance Enhancement Through Asymptomatic Diaphragm Stimulation
PCT/US 2013/0075489 JP # pending	Hemodynamic Performance Enhancement Through Asymptomatic Diaphragm Stimulation

EXHIBIT B

License Agreement