

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4265648

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AXIOM TECHNOLOGY PARTNERS, LLC	05/03/2012
RECEIVING PARTY DATA		
Name:	TELEFLEX MEDICAL INCORPORATED	
Street Address:	3015 CARRINGTON MILL BOULEVARD	
City:	MORRISVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	27560	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14672924
CORRESPONDENCE DATA		
Fax Number:	(202)861-1783	
<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>		
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Correspondent Name:	BAKER AND HOSTETLER LLP	
Address Line 1:	1050 CONNECTICUT AVENUE	
Address Line 2:	SUITE1100	
Address Line 4:	WASHINGTON, D.C. 20036	
ATTORNEY DOCKET NUMBER:	59474.24162	
NAME OF SUBMITTER:	KA CHUN LEUNG	
SIGNATURE:	/KA CHUN LEUNG/	
DATE SIGNED:	02/08/2017	
Total Attachments: 5		
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EXECUTION VERSION

ASSIGNMENT AGREEMENT

This Assignment and Assumption Agreement (hereinafter, this "Assignment") is entered into and made effective as of May 3, 2012, by and among Teleflex Medical Incorporated, a California corporation (hereinafter, "Assignee"), and Axiom Technology Partners, LLC, a Delaware limited liability company (hereinafter, "Assignor"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as hereafter defined).

WHEREAS, Assignor owns certain right, title and interest in and to the Intellectual Property Assets, including but not limited to the patent applications and trademarks set forth in attached Schedule A (hereinafter, individually and collectively, "the Intellectual Property Assets");

WHEREAS, pursuant to an Asset Purchase Agreement entered into between Assignee and Assignor and other parties of even date herewith (the "Asset Purchase Agreement"), Assignee desires to acquire the Intellectual Property Assets from Assignor, and Assignor desires to effect such acquisition on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the respective representations, warranties and agreements contained in the Asset Purchase Agreement and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment.

On the basis of the representations, warranties and agreements contained in the Asset Purchase Agreement, and subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and delegates to Assignee, its legal representatives, successors and assigns, its entire right, title, interest, duties and obligations arising from, or relating to, the Intellectual Property Assets, including but not limited to, any patent or trademark or other Intellectual Property rights, along with the goodwill associated therewith and the right to sue for past, present or future infringement, the right to claim domestic or foreign priority, and including any foreign counterparts, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all Letters Patent or registrations of any country which may be issued for the Intellectual Property Assets. Assignee hereby accepts all such right, title and interest and assumes all of the duties and obligations of Assignor arising in connection with, or relating to, the Intellectual Property Assets from and after the date hereof.

Section 2. Further Actions.

Assignor hereby agrees that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such

other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment.

(e) **Assignment.** Assignor may not assign its rights or delegate any of its duties under this Assignment without the prior written consent of Assignee, which shall not be unreasonably withheld. Any assignment in violation of this Section 6(e) shall be void and of no legal force or effect.

(f) **No Third Party Beneficiaries.** This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

(g) **Severability.** If any provision of this Assignment is invalid, illegal, or unenforceable, the balance of this Assignment shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

(h) **Headings.** The headings in this Assignment are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Assignment.

(i) **Counterparts; Governing Law.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument binding on the parties. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

[Signatures Next Page.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR: Axiom Technology Partners, LLC

By: 

Name: JAMES DREXLER
Title: PRESIDENT

ASSIGNEE: Teleflex Medical Incorporated

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

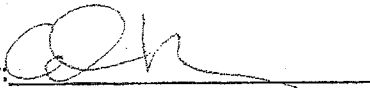
ASSIGNOR: Axiom Technology Partners, LLC

By: _____

Name:

Title:

ASSIGNEE: Teleflex Medical Incorporated

By:  _____

Name: Glenn Kenney

Title: Vice President

Schedule A

Patent Applications:

Application No.	Country	Filing Date	Application Title
61/144,151	United States	January 12, 2009	Apparatus and Methods for Tissue Closure
PCT/US2010/020652	Patent Cooperation Treaty	January 11, 2010	Apparatus and Methods for Tissue Closure
13/144,291 594474.24183	United States	January 11, 2010 (§ 371 Date: October 3, 2011)	Apparatus and Methods for Tissue Closure
10729634.5	European Patent Office	October 3, 2011	Apparatus and Methods for Tissue Closure
2011-545492	Japan	January 11, 2010	Apparatus and Methods for Tissue Closure
61/583,172	United States	January 4, 2012	Apparatus and Methods for Tissue Closure
60/598,798	United States	August 5, 2004	Laparoscopic Port Site Closure Tool
11/176,616	United States	July 7, 2005	Laparoscopic Port Site Closure Tool

Record using
Patent Assign

Common Law Trademarks/Other

Trademark

EFx

Goods/Services

Laparoscopic Closure System

EFx + Design, Trademark – (Common Law)



EFx Animation_HD1.mov – Option3's Animation of the New EFX Technology
EFx FirstPatient_KPWLA.wmv – Option3's EFX Laparoscopic Fascial Closure System
Axiom Technology Partners, LLC Design History File
Axiom Technology Partners, LLC OP 001 Quality Manual