

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4223644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALURE MEDICAL, INC.	12/29/2011
RECEIVING PARTY DATA	
Name:	REFINE, LLC
Street Address:	1813 EMPIRE INDUSTRIAL COURT
City:	SANTA ROSA
State/Country:	CALIFORNIA
Postal Code:	95403
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12711195
Application Number:	14159305
Application Number:	14979460
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON AND BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	RFINE.005C3
NAME OF SUBMITTER:	BRYAN WAHL
SIGNATURE:	/Bryan Wahl/
DATE SIGNED:	01/12/2017
Total Attachments: 4	
source=RFINE.005A Asset Purchase Agreement without Recordation - Alure to Refine#page1.tif	
source=RFINE.005A Asset Purchase Agreement without Recordation - Alure to Refine#page2.tif	
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of December 29, 2011, by and between Alure Medical, Inc. a Delaware corporation ("Seller") and Refine, LLC ("Purchaser").

RECITALS

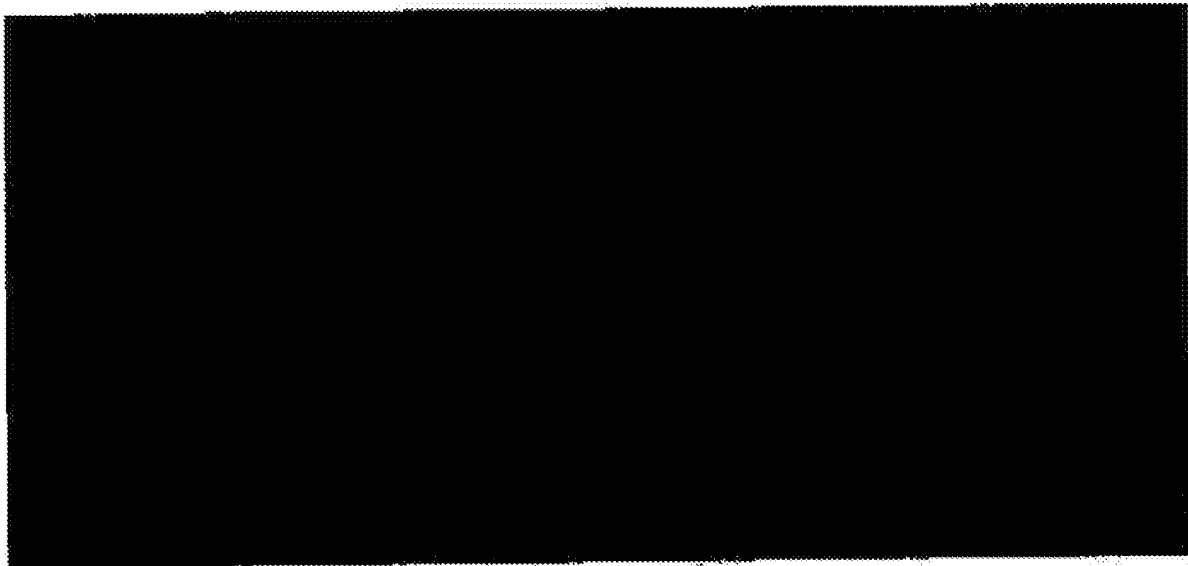
WHEREAS, the Purchaser desires to acquire certain assets of the Seller including all of the Seller's intellectual property;

WHEREAS, Seller and Purchaser had no prior purchase agreement before entering into this Agreement following an arms-length negotiations conducted in good faith;

AGREEMENT

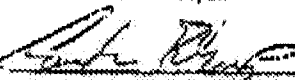
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Sale of Assets. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for Seller's receipt of the Purchase Price defined in Section 3 herein, Seller agrees, on the Closing Date (as defined below), to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in the Assets (as defined below), "as is", "where is", and without recourse, and (except as set forth in Section 8 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. On the Closing Date, Seller and Purchaser shall execute and deliver to each other a Bill of Sale, substantially in the form attached hereto as Exhibit A. For purposes of this Agreement, "Assets" shall include the assets included on Exhibit B, but excluding the Excluded Assets.



IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.


SELLER: Alure Medical, Inc

By: 

Name: Gordon Bialek

Title: DIRECTOR

PURCHASER: Refine, LLC

By: 

Name: Michael Lee

Title: Manager

By: 

Name: Jeff Thompson

Title: Manager

EXHIBIT B**ASSETS**

All the property of Seller, wherever located, and now owned or hereafter acquired, together with all proceeds from that personal property, including:



(f) all intellectual property such as patents, copyrights, trademarks, lab notebooks, and inventions and licenses to use them. This includes, but is not limited to:

(i) United States Patent number 7,837,613 titled "Minimally Invasive Tissue Support System and Method With a Superior Tissue Support and Inferior Anchor";


(ii) United States patent application number 11/866,985 titled "Minimally Invasive Tissue Support";

(iii) United States patent application number 12/400,751 titled "Minimally Invasive Tissue Support";

(iv) United States patent application number 11/782,839 titled "Nonaugmentive Mastopexy";

(v) United States patent application number 12/611,038 entitled "Minimally Invasive Tissue Support System and Method with a Superior Tissue Support Inferior Anchor";

all as further detailed on Attachment 1 to this Exhibit B, and all other inventions for which patent applications have been granted or are pending with the United States Patent and Trademark Office or any foreign patent or trademark office, as well as any inventions for which Seller files patent applications.



Attachment 1 to Exhibit B

Patents

United States Patents

Reference No.	Title	Inventors	Pat. No.	Issue Date	Status
ALURE.005C1	Minimally Invasive Tissue Support System and Method with a Superior Tissue Support and Inferior Anchor	Lashinski, Randall Lee, Michael J. Bishop, Gordon Beatty, Anthony Benke, Jasper Calarasu, Alexe Kirkade, Jeremy Saint, Sean Saladin, Heather	7,837,613	11/23/2010	Issued

United States Pending Patent Applications

Reference No.	Title	Inventors	Status
ALURE.001A	Nonsugmentative Mastopexy	Guterman, Lee	Pending
ALURE.003A	Minimally Invasive Tissue Support	Bishop, Gordon Lashinski, Randall	Pending
ALURE.004A	Minimally Invasive Tissue Support	Saint, Sean Saladin, Heather Beatty, Anthony Calarasu, Alexe Benke, Jasper Bishop, Gordon Lashinski, Randall	Pending
ALURE.005A	Minimally Invasive Tissue Support System and Method with a Superior Tissue Support and Inferior Anchor	Lashinski, Randall Lee, Michael J. Bishop, Gordon Beatty, Anthony Benke, Jasper Calarasu, Alexe Kirkade, Jeremy Saint, Sean Saladin, Heather	Pending

Foreign Patent Applications

Reference No.	Title	Status
ALURE.003VAU (Australia-related to 003A)	Minimally Invasive Tissue Support	Pending
ALURE.003VCA (Canada-related to 003A)	Minimally Invasive Tissue Support	Pending