

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4392374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRANSUNIT AB	12/31/2013
GORAN CEWERS	12/31/2013
RECEIVING PARTY DATA	
Name:	ANAGRAM CONSULTANTS AG
Street Address:	LAGERSTRASSE 14
City:	HERZOGENBUCHSEE
State/Country:	SWITZERLAND
Postal Code:	CH-3360
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15037526
CORRESPONDENCE DATA	
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<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:	KNOBBE, OLSON, MARTENS & BEAR, LLP
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ATTORNEY DOCKET NUMBER:	WITH006.001APC
NAME OF SUBMITTER:	DEVANIE DUFOUR
SIGNATURE:	/Devanie DuFour/
DATE SIGNED:	05/01/2017
Total Attachments: 4	
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PATENT PURCHASE AGREEMENT
between TRANSUNIT and ANAGRAM Consultants AG

This Patent Purchase Agreement ("AGREEMENT") is made and entered into this 31st day of December, 2013 by and between

On one side

ANAGRAM CONSULTANTS AG ("ANAGRAM"), a limited liability company with its registered office located at Lagerstrasse 14, CH-3360 Herzogenbuchsee, Switzerland,

and on the other side

TRANSUNIT AB ("TRANSUNIT"), swedish registration number 556336-0220, a limited liability company with its registered office located at Medeon Science Park, 205 14 Malmö, Sweden

and

GÖRAN CEWERS ("INVENTOR"), an individual living at Sundholmögatan 4, SE-216 41 Limhamn, Sweden.

RECITALS:

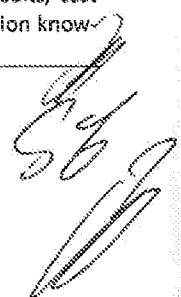
- A. INVENTOR filed in Sweden, one (1) patent applications related to mainly ventilators. The list of patents is included as Exhibit A: PATENT APPLICATIONS ("PATENT APPLICATIONS")
- B. The PATENT APPLICATIONS are owned by TRANSUNIT
- C. ANAGRAM desires to purchase from TRANSUNIT, and TRANSUNIT desires to sell to ANAGRAM the patent assets on the terms and subject to the conditions set forth in this Agreement.
- D. INVENTOR agrees to this transfer of patent assets from TRANSUNIT to ANAGRAM or whoever ANAGRAM selects to take its place.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I SALE AND PURCHASE OF PATENT ASSETS

1.01. Sale and Purchase of Patent Assets

- (a) Upon the terms and subject to the conditions of this Agreement, TRANSUNIT hereby sell, convey, assign, transfer and deliver to ANAGRAM, and ANAGRAM hereby purchases and acquires from TRANSUNIT, free and clear of all liens or other encumbrances of any nature, all the rights and interests, tangible and intangible and including all associated goodwill, of TRANSUNIT in and to the following (collectively, the "PATENT ASSETS"):
 - (i) the PATENT ASSETS,
 - (1) any patents that issue from PATENT APPLICATIONS,
 - (2) all divisionals, continuations, continuations in part, reexaminations, reissues, renewals or extensions or additions to any such patents or patent applications, as well as all United States and foreign counterparts thereof; and
 - (3) all information disclosed in any such patents or patent applications, together with the goodwill associated therewith and any and all past, present and future legal causes of action and choses in action related thereto ("PATENTS");
 - (ii) All information and know-how which is used in connection with PATENT ASSETS and any component thereof or relating to the design, tooling, manufacture, testing, engineering, servicing, marketing, distribution and use of the Patents and any component thereof (including information and know-how held by third parties), including without limitation all confidential information, trade secrets, inventions, technical data, research and development data (including without limitation test results, test documentation and test protocols), processes and formulations, manufacturing and production know-



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how and experience, management know-how, training programs, engineering and other drawings, diagrams, specifications, schemes, guidelines, procedures, policies, performance criteria, operating instructions, operating and maintenance manuals and brochures, technology, technical information, software (including all current and earlier versions of source code and object code, software design and validation documents), engineering and functional specifications, promotional literature, technical rights and information, parts, supplier lists, quoted purchase price lists and actual parts invoices (the "TECHNICAL KNOW-HOW"); and

- (iii) All technical documentation, design history documentation and drawings in any media of any type, machine readable and tangible format, embodying information regarding, or documentation of, the Patents, including without limitation drawings and computer files, marketing literature, user manuals, bench test reports, clinical reports, sterilization documentation, biocompatibility documentation and costed bill of materials ("TECHNICAL DOCUMENTATION").
- (b) TRANSUNIT shall retain, and ANAGRAM shall not purchase any assets, properties, rights and interests of TRANSUNIT other than PATENT ASSETS.

1.02. No Assumption of Any Liabilities

ANAGRAM shall not assume or be required to pay, perform or discharge any liabilities or obligations of TRANSUNIT as a result of the transactions contemplated by this Agreement.

ARTICLE II CONSIDERATION

2.01. Purchase Price.

In consideration for the sale of the Patent Assets:

ANAGRAM shall pay to TRANSUNIT, contemporaneously with the execution and delivery of this Agreement, a closing payment ("Closing Payment") of _____ This payment is to be executed against invoice from TRANSUNIT to ANAGRAM within nine (9) months after date of signing this agreement. The date to be defined as stated in Article III The Closing of AGREEMENT.

ARTICLE III THE CLOSING

3.01 The Closing.

The consummation of the transactions contemplated by this Agreement shall constitute the "Closing." The Closing shall take place simultaneously with execution and delivery of this Agreement at such time and place as shall be mutually agreed upon by ANAGRAM and TRANSUNIT (both of which may be via remote locations using facsimile and pdf signatures). The date on which the Closing occurs shall constitute the "Closing Date."

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF TRANSUNIT

TRANSUNIT represents and warrants to ANAGRAM as follows:

4.01. Due Authorization of Transaction Documents.

TRANSUNIT has full power and authority and has taken all necessary action to execute and deliver this Agreement, and to perform all the terms and conditions hereof and thereof to be performed by TRANSUNIT.



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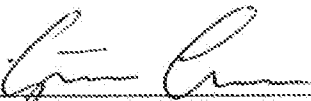
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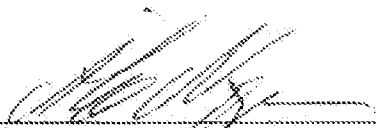
- (ii) Arbitration by TRANSUNIT. If TRANSUNIT wishes to bring arbitration proceedings against ANAGRAM in connection with a Covered Dispute, such arbitration proceedings shall be held in Switzerland and the internal laws of Switzerland shall govern the resolution of such Covered Dispute. Without limiting the foregoing, this Agreement, in any such suit, shall be interpreted in accordance with, and the obligations of the parties hereunder shall be construed in accordance with, the internal laws of Switzerland as though this Agreement contained a choice of law clause specifying the internal laws of Switzerland as the governing law for this Agreement.
- (iii) Internal Laws – Definition. As used in this Section 8.11(b), the term “internal laws” means the laws of Sweden or Switzerland, as applicable, without giving effect to any conflict of law provisions of such laws.

WITNESS the due execution of this AGREEMENT as of the day and year first above written by representatives having the right to bind their party to the rights and liabilities of AGREEMENT.

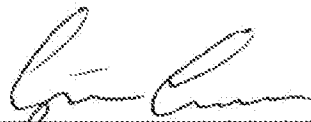
TRANSUNIT AB

ANAGRAM CONSULTANTS AG


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Göran Cewers
Managing Director


.....
Åke Nygren
Managing Director

INVENTOR


.....
Göran Cewers

Exhibits:
Exhibit A PATENT APPLICATIONS

 
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Exhibit A PATENT APPLICATIONS

Swedish Patent application number SE-1351377-5 An Expiratory Valve for Controlling A Flow

A total of 1 patent application.

