

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4937915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AONNICHIA BURAPACHAISRI	04/06/2017
CHANOND SOPHONPANICH	04/06/2017
CHARLES PAN	04/06/2017
AISHWARYA RAJA	04/06/2017
RECEIVING PARTY DATA	
Name:	CATHECARE LLC
Street Address:	2790 BROADWAY, APT. 6G
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15962523
CORRESPONDENCE DATA	
Fax Number:	(215)656-3301
<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:	215-656-3385
Email:	pto.phil@dlapiper.com
Correspondent Name:	PAUL A. TAUFER, DLA PIPER LLP (US)
Address Line 1:	1650 MARKET STREET, SUITE 4900
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	CCR-16-1576DIV
NAME OF SUBMITTER:	NANCY NUNEZ
SIGNATURE:	/NN/
DATE SIGNED:	04/30/2018
Total Attachments: 16	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”) is made and entered into effective as of April 6, 2017 (the “Effective Date”), by and between Aonnichia Burapachaisri (“Assignor”) and CatheCare LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are collectively referred to as the “Parties.”

WHEREAS, Assignor is a founder and a member of Assignee, together with the other founders and members of Assignee (the “Other Founders”);

WHEREAS, Assignor and the Other Founders and Assignee have determined to more properly establish and reflect their economic and governance rights and obligations with respect to each other and Assignee by their execution and delivery of that certain Reorganization Agreement and Release dated as of April 6, 2017 (the “Reorganization Agreement”);

WHEREAS, Assignor and the Other Founders have authored and developed certain Intellectual Property (as defined herein); and

WHEREAS, each of Assignor and such Other Founders, each of which Other Founders is also executing and delivering a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, for their individual and collective benefit, and in recognition of each of such persons obtaining and maintaining an equity ownership interest in Assignee, desires to contribute their respective Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound, each of the Parties hereby agrees as follows.

1. Definitions.

“Intellectual Property” shall mean all inventions (whether patentable or not and whether or not such inventions are described or claimed in any patent or patent application), discoveries, ideas, improvements, developments, innovations, designs (useful or ornamental), technical or other information, and works subject to copyright (under the laws of any country or other jurisdiction), all as may be manifest in or result from specifications, manuals, reports, drawings, functional or system block diagrams, flow charts, circuit diagrams, design or user documentation, engineering notebooks, schematics, simulation data, procedures, processes, flows, software, firmware or other tangible or intangible embodiments of information, which relate to the concept, function, design, development, manufacture, testing, use, operation, maintenance or repair of any system (whether hardware, software, or combined), product, apparatus, article of manufacture, program, process, method or service regarding the development, manufacture, licensing, distribution and sale of products or processes relating directly or indirectly to the disinfection of catheters and any medical device utilizing UV light (the “Project”). “Intellectual Property” shall also include patents, patent applications (including continuations, continuations-in-part, divisionals, reissues, renewals, reexamined patents and patent applications, patents issued after reexaminations, and any extensions thereof), copyrights, trademarks, service marks, trade names, logos, trade secrets, and any Intellectual Property Rights

or other proprietary right(s) residing in or derived from any of the subject matter above, under the laws of any country in the world or other jurisdiction.

“Intellectual Property Right(s)” shall mean any and all worldwide rights existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, semiconductor chip and mark work protection law, trade secret law in any and all Intellectual Property, however denominated and regardless of the country in the world or other jurisdiction under whose laws such rights are created and recognized, including without limitation any rights in and to any inventions described in the provisional patent application “Method and Apparatus for UV-based Sterilization,” EFS ID 25677397, application number 62331469, filed May 4, 2016; patent application “Methods and Apparatus for Treatment of Luer Connections,” US Application Serial No. 15/484,477 filed April 4, 2017; and International PCT Application “Method and Apparatus for UV-based Sterilization,” PCT Application No. PCT/US17/28269 filed April 19, 2017.

2. Assignment For good and valuable consideration, including execution and delivery by the Other Founders of the Reorganization Agreement, the completion of the transactions contemplated thereby, and the execution and delivery by the Other Founders to Assignee of a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby forever sells, assigns, transfers, releases and conveys, exclusively, irrevocable and unconditionally, to the Assignee, and its successors and assigns, Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein. In reliance upon Assignor’s warranties and representations concerning the Intellectual Property, Assignee accepts from Assignor the Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein.

3. Delivery. Assignor agrees that, upon execution of this Agreement, it will deliver all tangible embodiments of the Intellectual Property to Assignee at a location designated by Assignee. Each item of media containing an embodiment of the Intellectual Property shall be clearly marked with an appropriate descriptive legend and provided with an annexed written list of all embodiments of the Intellectual Property.

4. Warranties. Assignor represents and warrants to Assignee that (a) Assignor is the sole owner and/or author of, and Assignor owns and can grant exclusive right, title and interest in and to, the Intellectual Property, (b) the Intellectual Property has not, does not and will not violate, infringe or misappropriate any copyright, patent, trademark, trade name or other intellectual property right of a third person or misappropriate any trade secret right of a third person and no part of the Intellectual Property is subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third person, or any other rights that might interfere with Assignee’s use or exercise of ownership of the Intellectual Property and (c) the Intellectual Property delivered, assigned and transferred hereunder by Assignor has been originally developed by Assignor.

5. Assignor Obligations. Upon the request of Assignee or any of its successors or assigns at any time and without further compensation of any kind (except for an amount to serve as reimbursement for expenses), Assignor agrees to provide to Assignee all reasonable assistance

to enable Assignee to perfect, for the benefit of Assignee, all right, title and interest in and to the Intellectual Property. Such assistance shall include, but not necessarily be limited to, (a) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of Assignee, as well as such ancillary and confirmatory documents as may be required or appropriate, to insure that all right, title and interest in and to the Intellectual Property is clearly and exclusively vested in Assignee, within the United States and any and all foreign countries or other jurisdictions, and (b) upon the reasonable request of Assignee, furnishing all relevant information and documentation in the possession of Assignor and not otherwise reasonably available to Assignee, including information and documentation required by Assignee for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office, and to similar administrative or other governmental bodies in any other country in the world or other jurisdiction as requested by Assignee. Assignor's obligations herein shall survive for a period of ten (10) years beyond the date of this Agreement.

6. General. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable. No amendment of this Agreement shall be valid unless in writing and signed by both parties. This Agreement shall be governed in all respects by the laws of the State of Delaware without regard to its conflict of laws provisions. This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which will together constitute this one Agreement. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous statements, understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective from the Effective Date.

ASSIGNOR:

AB

Aonnicha Burapachaisri

ASSIGNEE:

Chanond Sophonpanich

Chanond Sophonpanich
President

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is made and entered into effective as of April 6, 2017 (the "Effective Date"), by and between Chanond Sophonpanich ("Assignor") and CatheCare LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties."

WHEREAS, Assignor is a founder and a member of Assignee, together with the other founders and members of Assignee (the "Other Founders");

WHEREAS, Assignor and the Other Founders and Assignee have determined to more properly establish and reflect their economic and governance rights and obligations with respect to each other and Assignee by their execution and delivery of that certain Reorganization Agreement and Release dated as of April 6, 2017 (the "Reorganization Agreement");

WHEREAS, Assignor and the Other Founders have authored and developed certain Intellectual Property (as defined herein); and

WHEREAS, each of Assignor and such Other Founders, each of which Other Founders is also executing and delivering a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, for their individual and collective benefit, and in recognition of each of such persons obtaining and maintaining an equity ownership interest in Assignee, desires to contribute their respective Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound, each of the Parties hereby agrees as follows.

1. Definitions.

"Intellectual Property" shall mean all inventions (whether patentable or not and whether or not such inventions are described or claimed in any patent or patent application), discoveries, ideas, improvements, developments, innovations, designs (useful or ornamental), technical or other information, and works subject to copyright (under the laws of any country or other jurisdiction), all as may be manifest in or result from specifications, manuals, reports, drawings, functional or system block diagrams, flow charts, circuit diagrams, design or user documentation, engineering notebooks, schematics, simulation data, procedures, processes, flows, software, firmware or other tangible or intangible embodiments of information, which relate to the concept, function, design, development, manufacture, testing, use, operation, maintenance or repair of any system (whether hardware, software, or combined), product, apparatus, article of manufacture, program, process, method or service regarding the development, manufacture, licensing, distribution and sale of products or processes relating directly or indirectly to the disinfection of catheters and any medical device utilizing UV light (the "Project"). "Intellectual Property" shall also include patents, patent applications (including continuations, continuations-in-part, divisionals, reissues, renewals, reexamined patents and patent applications, patents issued after reexaminations, and any extensions thereof), copyrights, trademarks, service marks, trade names, logos, trade secrets, and any Intellectual Property Rights

or other proprietary right(s) residing in or derived from any of the subject matter above, under the laws of any country in the world or other jurisdiction.

“Intellectual Property Right(s)” shall mean any and all worldwide rights existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, semiconductor chip and mark work protection law, trade secret law in any and all Intellectual Property, however denominated and regardless of the country in the world or other jurisdiction under whose laws such rights are created and recognized, including without limitation any rights in and to any inventions described in the provisional patent application “Method and Apparatus for UV-based Sterilization,” EFS ID 25677397, application number 62331469, filed May 4, 2016; patent application “Methods and Apparatus for Treatment of Luer Connections,” US Application Serial No. 15/484,477 filed April 4, 2017; and International PCT Application “Method and Apparatus for UV-based Sterilization,” PCT Application No. PCT/US17/28269 filed April 19, 2017.

2. Assignment For good and valuable consideration, including execution and delivery by the Other Founders of the Reorganization Agreement, the completion of the transactions contemplated thereby, and the execution and delivery by the Other Founders to Assignee of a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby forever sells, assigns, transfers, releases and conveys, exclusively, irrevocable and unconditionally, to the Assignee, and its successors and assigns, Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein. In reliance upon Assignor’s warranties and representations concerning the Intellectual Property, Assignee accepts from Assignor the Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein.

3. Delivery. Assignor agrees that, upon execution of this Agreement, it will deliver all tangible embodiments of the Intellectual Property to Assignee at a location designated by Assignee. Each item of media containing an embodiment of the Intellectual Property shall be clearly marked with an appropriate descriptive legend and provided with an annexed written list of all embodiments of the Intellectual Property.

4. Warranties. Assignor represents and warrants to Assignee that (a) Assignor is the sole owner and/or author of, and Assignor owns and can grant exclusive right, title and interest in and to, the Intellectual Property, (b) the Intellectual Property has not, does not and will not violate, infringe or misappropriate any copyright, patent, trademark, trade name or other intellectual property right of a third person or misappropriate any trade secret right of a third person and no part of the Intellectual Property is subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third person, or any other rights that might interfere with Assignee’s use or exercise of ownership of the Intellectual Property and (c) the Intellectual Property delivered, assigned and transferred hereunder by Assignor has been originally developed by Assignor.

5. Assignor Obligations. Upon the request of Assignee or any of its successors or assigns at any time and without further compensation of any kind (except for an amount to serve as reimbursement for expenses), Assignor agrees to provide to Assignee all reasonable assistance

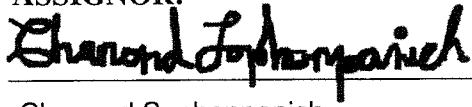
to enable Assignee to perfect, for the benefit of Assignee, all right, title and interest in and to the Intellectual Property. Such assistance shall include, but not necessarily be limited to, (a) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of Assignee, as well as such ancillary and confirmatory documents as may be required or appropriate, to insure that all right, title and interest in and to the Intellectual Property is clearly and exclusively vested in Assignee, within the United States and any and all foreign countries or other jurisdictions, and (b) upon the reasonable request of Assignee, furnishing all relevant information and documentation in the possession of Assignor and not otherwise reasonably available to Assignee, including information and documentation required by Assignee for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office, and to similar administrative or other governmental bodies in any other country in the world or other jurisdiction as requested by Assignee. Assignor's obligations herein shall survive for a period of ten (10) years beyond the date of this Agreement.

6. General. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable. No amendment of this Agreement shall be valid unless in writing and signed by both parties. This Agreement shall be governed in all respects by the laws of the State of Delaware without regard to its conflict of laws provisions. This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which will together constitute this one Agreement. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous statements, understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective from the Effective Date.

ASSIGNOR:



Chanond Sophonpanich

ASSIGNEE:



Chanond Sophonpanich
President

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is made and entered into effective as of April 6, 2017 (the "Effective Date"), by and between Charles Pan ("Assignor") and CatheCare LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties."

WHEREAS, Assignor is a founder and a member of Assignee, together with the other founders and members of Assignee (the "Other Founders");

WHEREAS, Assignor and the Other Founders and Assignee have determined to more properly establish and reflect their economic and governance rights and obligations with respect to each other and Assignee by their execution and delivery of that certain Reorganization Agreement and Release dated as of April 6, 2017 (the "Reorganization Agreement");

WHEREAS, Assignor and the Other Founders have authored and developed certain Intellectual Property (as defined herein); and

WHEREAS, each of Assignor and such Other Founders, each of which Other Founders is also executing and delivering a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, for their individual and collective benefit, and in recognition of each of such persons obtaining and maintaining an equity ownership interest in Assignee, desires to contribute their respective Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound, each of the Parties hereby agrees as follows.

1. Definitions.

"Intellectual Property" shall mean all inventions (whether patentable or not and whether or not such inventions are described or claimed in any patent or patent application), discoveries, ideas, improvements, developments, innovations, designs (useful or ornamental), technical or other information, and works subject to copyright (under the laws of any country or other jurisdiction), all as may be manifest in or result from specifications, manuals, reports, drawings, functional or system block diagrams, flow charts, circuit diagrams, design or user documentation, engineering notebooks, schematics, simulation data, procedures, processes, flows, software, firmware or other tangible or intangible embodiments of information, which relate to the concept, function, design, development, manufacture, testing, use, operation, maintenance or repair of any system (whether hardware, software, or combined), product, apparatus, article of manufacture, program, process, method or service regarding the development, manufacture, licensing, distribution and sale of products or processes relating directly or indirectly to the disinfection of catheters and any medical device utilizing UV light (the "Project"). "Intellectual Property" shall also include patents, patent applications (including continuations, continuations-in-part, divisionals, reissues, renewals, reexamined patents and patent applications, patents issued after reexaminations, and any extensions thereof), copyrights, trademarks, service marks, trade names, logos, trade secrets, and any Intellectual Property Rights

or other proprietary right(s) residing in or derived from any of the subject matter above, under the laws of any country in the world or other jurisdiction.

“Intellectual Property Right(s)” shall mean any and all worldwide rights existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, semiconductor chip and mark work protection law, trade secret law in any and all Intellectual Property, however denominated and regardless of the country in the world or other jurisdiction under whose laws such rights are created and recognized, including without limitation any rights in and to any inventions described in the provisional patent application “Method and Apparatus for UV-based Sterilization,” EFS ID 25677397, application number 62331469, filed May 4, 2016; patent application “Methods and Apparatus for Treatment of Luer Connections,” US Application Serial No. 15/484,477 filed April 4, 2017; and International PCT Application “Method and Apparatus for UV-based Sterilization,” PCT Application No. PCT/US17/28269 filed April 19, 2017.

2. Assignment For good and valuable consideration, including execution and delivery by the Other Founders of the Reorganization Agreement, the completion of the transactions contemplated thereby, and the execution and delivery by the Other Founders to Assignee of a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby forever sells, assigns, transfers, releases and conveys, exclusively, irrevocable and unconditionally, to the Assignee, and its successors and assigns, Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein. In reliance upon Assignor’s warranties and representations concerning the Intellectual Property, Assignee accepts from Assignor the Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein.

3. Delivery. Assignor agrees that, upon execution of this Agreement, it will deliver all tangible embodiments of the Intellectual Property to Assignee at a location designated by Assignee. Each item of media containing an embodiment of the Intellectual Property shall be clearly marked with an appropriate descriptive legend and provided with an annexed written list of all embodiments of the Intellectual Property.

4. Warranties. Assignor represents and warrants to Assignee that (a) Assignor is the sole owner and/or author of, and Assignor owns and can grant exclusive right, title and interest in and to, the Intellectual Property, (b) the Intellectual Property has not, does not and will not violate, infringe or misappropriate any copyright, patent, trademark, trade name or other intellectual property right of a third person or misappropriate any trade secret right of a third person and no part of the Intellectual Property is subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third person, or any other rights that might interfere with Assignee’s use or exercise of ownership of the Intellectual Property and (c) the Intellectual Property delivered, assigned and transferred hereunder by Assignor has been originally developed by Assignor.

5. Assignor Obligations. Upon the request of Assignee or any of its successors or assigns at any time and without further compensation of any kind (except for an amount to serve as reimbursement for expenses), Assignor agrees to provide to Assignee all reasonable assistance

to enable Assignee to perfect, for the benefit of Assignee, all right, title and interest in and to the Intellectual Property. Such assistance shall include, but not necessarily be limited to, (a) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of Assignee, as well as such ancillary and confirmatory documents as may be required or appropriate, to insure that all right, title and interest in and to the Intellectual Property is clearly and exclusively vested in Assignee, within the United States and any and all foreign countries or other jurisdictions, and (b) upon the reasonable request of Assignee, furnishing all relevant information and documentation in the possession of Assignor and not otherwise reasonably available to Assignee, including information and documentation required by Assignee for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office, and to similar administrative or other governmental bodies in any other country in the world or other jurisdiction as requested by Assignee. Assignor's obligations herein shall survive for a period of ten (10) years beyond the date of this Agreement.

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[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective from the Effective Date.

ASSIGNOR:

Charles Pan

Charles Pan

ASSIGNEE:

Chanond Sophonpanich

Chanond Sophonpanich
President

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is made and entered into effective as of April 6, 2017 (the "Effective Date"), by and between Aishwarya Raja ("Assignor") and CatheCare LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties."

WHEREAS, Assignor is a founder and a member of Assignee, together with the other founders and members of Assignee (the "Other Founders");

WHEREAS, Assignor and the Other Founders and Assignee have determined to more properly establish and reflect their economic and governance rights and obligations with respect to each other and Assignee by their execution and delivery of that certain Reorganization Agreement and Release dated as of April 6, 2017 (the "Reorganization Agreement");

WHEREAS, Assignor and the Other Founders have authored and developed certain Intellectual Property (as defined herein); and

WHEREAS, each of Assignor and such Other Founders, each of which Other Founders is also executing and delivering a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, for their individual and collective benefit, and in recognition of each of such persons obtaining and maintaining an equity ownership interest in Assignee, desires to contribute their respective Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound, each of the Parties hereby agrees as follows.

1. Definitions.

"Intellectual Property" shall mean all inventions (whether patentable or not and whether or not such inventions are described or claimed in any patent or patent application), discoveries, ideas, improvements, developments, innovations, designs (useful or ornamental), technical or other information, and works subject to copyright (under the laws of any country or other jurisdiction), all as may be manifest in or result from specifications, manuals, reports, drawings, functional or system block diagrams, flow charts, circuit diagrams, design or user documentation, engineering notebooks, schematics, simulation data, procedures, processes, flows, software, firmware or other tangible or intangible embodiments of information, which relate to the concept, function, design, development, manufacture, testing, use, operation, maintenance or repair of any system (whether hardware, software, or combined), product, apparatus, article of manufacture, program, process, method or service regarding the development, manufacture, licensing, distribution and sale of products or processes relating directly or indirectly to the disinfection of catheters and any medical device utilizing UV light (the "Project"). "Intellectual Property" shall also include patents, patent applications (including continuations, continuations-in-part, divisionals, reissues, renewals, reexamined patents and patent applications, patents issued after reexaminations, and any extensions thereof), copyrights, trademarks, service marks, trade names, logos, trade secrets, and any Intellectual Property Rights

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2. Assignment For good and valuable consideration, including execution and delivery by the Other Founders of the Reorganization Agreement, the completion of the transactions contemplated thereby, and the execution and delivery by the Other Founders to Assignee of a similar agreement with respect to such Intellectual Property for the purpose of transferring it to Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby forever sells, assigns, transfers, releases and conveys, exclusively, irrevocable and unconditionally, to the Assignee, and its successors and assigns, Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein. In reliance upon Assignor’s warranties and representations concerning the Intellectual Property, Assignee accepts from Assignor the Assignor’s entire right, title and interest in and to the Intellectual Property, including any Intellectual Property Rights therein.

3. Delivery. Assignor agrees that, upon execution of this Agreement, it will deliver all tangible embodiments of the Intellectual Property to Assignee at a location designated by Assignee. Each item of media containing an embodiment of the Intellectual Property shall be clearly marked with an appropriate descriptive legend and provided with an annexed written list of all embodiments of the Intellectual Property.

4. Warranties. Assignor represents and warrants to Assignee that (a) Assignor is the sole owner and/or author of, and Assignor owns and can grant exclusive right, title and interest in and to, the Intellectual Property, (b) the Intellectual Property has not, does not and will not violate, infringe or misappropriate any copyright, patent, trademark, trade name or other intellectual property right of a third person or misappropriate any trade secret right of a third person and no part of the Intellectual Property is subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third person, or any other rights that might interfere with Assignee’s use or exercise of ownership of the Intellectual Property and (c) the Intellectual Property delivered, assigned and transferred hereunder by Assignor has been originally developed by Assignor.

5. Assignor Obligations. Upon the request of Assignee or any of its successors or assigns at any time and without further compensation of any kind (except for an amount to serve as reimbursement for expenses), Assignor agrees to provide to Assignee all reasonable assistance

to enable Assignee to perfect, for the benefit of Assignee, all right, title and interest in and to the Intellectual Property. Such assistance shall include, but not necessarily be limited to, (a) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of Assignee, as well as such ancillary and confirmatory documents as may be required or appropriate, to insure that all right, title and interest in and to the Intellectual Property is clearly and exclusively vested in Assignee, within the United States and any and all foreign countries or other jurisdictions, and (b) upon the reasonable request of Assignee, furnishing all relevant information and documentation in the possession of Assignor and not otherwise reasonably available to Assignee, including information and documentation required by Assignee for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office, and to similar administrative or other governmental bodies in any other country in the world or other jurisdiction as requested by Assignee. Assignor's obligations herein shall survive for a period of ten (10) years beyond the date of this Agreement.

6. General. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable. No amendment of this Agreement shall be valid unless in writing and signed by both parties. This Agreement shall be governed in all respects by the laws of the State of Delaware without regard to its conflict of laws provisions. This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which will together constitute this one Agreement. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous statements, understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective from the Effective Date.

ASSIGNOR:

Aishwarya Raja

Aishwarya Raja

ASSIGNEE:

Chanond Sophonpanich

Chanond Sophonpanich
President