

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4989396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
APPLIED MEDICAL TECHNOLOGY LIMITED	05/25/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INFUTECH LIMITED
<b>Street Address:</b>	4 KING'S COURT, KIRKWOOD ROAD
<b>City:</b>	CAMBRIDGE, CAMBRIDGESHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	CB4 2PF
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8172803
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)806-6006
<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>	
<b>Phone:</b>	212-806-5400
<b>Email:</b>	patent@stroock.com
<b>Correspondent Name:</b>	IAN G. DIBERNARDO
<b>Address Line 1:</b>	180 MAIDEN LANE
<b>Address Line 2:</b>	STROOCK & STROOCK & LAVAN LLP
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10038
<b>ATTORNEY DOCKET NUMBER:</b>	000644/0009
<b>NAME OF SUBMITTER:</b>	IAN G. DIBERNARDO
<b>SIGNATURE:</b>	/Ian G. DiBernardo/
<b>DATE SIGNED:</b>	06/04/2018
<b>Total Attachments: 5</b>	
source=AppliedMedicalTech-PatentAssignmenttoInfutechLimited#page1.tif	
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THIS DEED is made on .....25th May 2018.....

**BETWEEN:**

- (1) **APPLIED MEDICAL TECHNOLOGY LIMITED**, a registered company in England & Wales having Company Number 03561938 and having its registered address at 4 King's Court, Kirkwood Road, Cambridge, Cambridgeshire CB4 2PF, United Kingdom ('Assignor'); and
- (2) **INFUTECH LIMITED**, a registered company in England & Wales having Company Number 06188392 and having its registered address 4 King's Court, Kirkwood Road, Cambridge, Cambridgeshire CB4 2PF, United Kingdom ('Assignee').

**WHEREAS**

- (A) **Assignor** is the legal and beneficial owner of the patents and patent applications listed in the Schedule to this Agreement (the 'Patents' as defined below), and to the related Intellectual Property Rights (as defined below).
- (B) **Assignor** has agreed to assign the Patents and the Intellectual Property Rights to **Assignee** on the terms set out in this Agreement.

**OPERATIVE TERMS**

**1 Interpretation**

1.1 In this Deed, the following words shall have the following meanings:

**"Business Day"** means a day which is not a Saturday, Sunday or public holiday in England and Wales.

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, including trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world which relate to the Patents.

**"Patents"** means the granted patents and patents for which application

has been made as set out in the Schedule to this Agreement, together with any patents granted in the United States, the UK or elsewhere pursuant to the applications or to any applications which derive priority from such applications, including without limitation any continuations, continuations in part, extensions, reissues, divisions and supplementary protection certificates, and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights.

1.2 In this Deed (except where the context otherwise requires):

- (i) Any reference to a clause or schedule is to the relevant clause or schedule of or to this Deed.
- (ii) Headings are inserted only for convenience and shall not affect the construction or interpretation of this Deed; and
- (iii) Any reference to a "person" or "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

## **2 Intellectual Property Assignment**

2.1 **Assignor** hereby assigns to **Assignee** absolutely with full title guarantee all its right title and interest in and to:

- (i) The Patents;
- (ii) The Intellectual Property Rights;  
(collectively the '**Assigned Rights**');
- (iii) Apply for, prosecute and obtain patent or similar protection for the Assigned Rights and to claim priority when filing further applications; and
- (iv) Take any actions and defend any proceedings as necessary and recover damages or otherwise in respect of any infringement of the Assigned Rights whether occurring before, on or after, the date of this Deed.

## **3 Notices**

3.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post, or recorded delivery, or commercial courier, or by fax or by email, to the party required to receive the notice or communication at its address as set out below:

(a) **Applied Medical Technology Limited**

4 King's Court,  
Kirkwood Road,  
Cambridge,  
CB4 2PF,  
United Kingdom.

(b) **Infutech Limited**

4 King's Court,  
Kirkwood Road,  
Cambridge,  
CB4 2PF,  
United Kingdom

or as otherwise specified by either party by notice in writing to the other party.

3.2 Any notice or other communication shall be deemed to have been duly received:

- (a) If delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) If sent by pre-paid first class post or recorded delivery, on the fourth Business Day after posting; or
- (c) If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (d) A notice or other communication required to be given under this Deed if sent by e-mail shall be deemed delivered as at the time stamp of the sender, and any notice of communication by fax shall be deemed delivered at the time stamped on the confirmation of receipt of the sender's fax machine. Both these communication methods shall be deemed effective on the day of sending if sent between the hours of 9 am and 5 pm GMT on a Business Day, where outside those hours delivery is deemed on the next Business Day at 9 am GMT.

**4 General**

- 4.1 This Deed constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements, whether verbal or written.
- 4.2 A provision of this Deed or any right created under it cannot be waived or varied except in writing signed by the parties.
- 4.3 **Assignor** shall at the request and expense of **Assignee**, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as **Assignee** may from time to time reasonably require for the purposes of giving **Assignee** the full benefit of the assets, rights and benefits transferred to **Assignee** under this Deed.

- 4.4 Nothing in this Deed is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 4.5 This Deed shall be governed by and construed in accordance with the laws of England & Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.

Signed as a deed by **Applied Medical Technology Limited** by a Director:

Signed as a deed by **Infutech Limited** by a director:

Signature: *R.N. Moedissey*  
 Print name: *R.N. Moedissey*

Signature: *R.N. Moedissey*  
 Print name: *R.N. Moedissey*

In the presence of:

In the presence of:

Witness' signature: *C. JESSEY*  
 Print name: *C. JESSEY*

Witness' signature: *C. JESSEY*  
 Print name: *C. JESSEY*

Address: *17 DEBOTHY COURT*  
 Occupation: *OFFICE MANAGER*

Address: *17 DEBOTHY COURT  
 SAFFRON WALDEN CB10 2BA*  
 Occupation: *OFFICE MANAGER*

Date: *25/05/18*

Date: *25/05/18*

Schedule – Patents

Patents

Patent No.	Status	Territory
DE60 2008 051 404.8	Registered	DE
FR2173409	Registered	FR
GB2445437	Registered	GB
GB2450781	Registered	GB
GB2450782	Registered	GB
US2010-0204652	Registered	US