

10/25/2018

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To the Director of the U.S. Patent and Trademark Office

Transmit this document to the new address(es) below.

1. Name of conveying party(ies)

PTLNV, LLC, Series Four, a Nevada Limited Liability Company (also sometimes referred to as PTLNV Series Four LLC)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: NanoMedSurg, Inc.

Internal Address: _____

Street Address: 6280 S. Valley View, Suite 104

City: Las Vegas

State: NV

Country: USA Zip: 89118

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 4, 2018

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Exclusive License Agreement

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)
9629931

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Catherine M. Colombo

Internal Address: _____

Street Address: 8690 S. Maryland Parkway
Suite 220

City: Las Vegas

State: NV Zip: 89123

Phone Number: 702-216-5940

Fax Number: 702-920-7260

Email Address: cmc@cmclawgroupllc.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 50.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

10.12.18
Date

Catherine M. Colombo
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 10745, 2018 H Street, NW, Washington, DC 20036-0745

EXCLUSIVE LICENSE AGREEMENT

This AGREEMENT, is effective September 4, 2018 ("Effective Date") by and between PTLNV, SERIES FOUR, LLC, (hereafter called "Licensor") a Nevada limited liability corporation with a principal address at 8690 S. Maryland Parkway, Suite 220, Las Vegas, NV 89123 and NANOMEDSURG, INC., (hereafter called "Licensee") a Nevada corporation with a principal address of 6280 S. Valley View, Suite 104, Las Vegas, NV 89118. The Licensor and Licensee will be referred to herein, on occasion, individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, the Licensor is the owner of certain fibrinogen-coated albumin microsphere technology ("Technology") and patent(s) (listed as Exhibit A hereto) related to the Technology ("Patents") which is useful for the medical indication of "Reduction of Perioperative Surgical Blood Loss" ("Indication") invented by Dr. Richard Yen, and Licensor desires to license the use of said patents to Licensee;

WHEREAS, Licensee desires to obtain, and Licensor desires to grant, an exclusive license under Patent Rights for the sole purpose of conducting human clinical trials and commercialization for the "Indication."

Now, therefore, the Parties agree as follows:

I. DEFINITIONS

- 1.1 "Indication" means specifically and only the medical use or application of the fibrinogen-coated albumin sphere Technology in the field of "Reduction of Perioperative Surgical Blood Loss."
- 1.2 "Licensed Field of Use" means any use solely for the medical indication of "Reducing Intraoperative Surgical Blood Loss."
- 1.3 "Licensed Method" means any process or method the use or practice of which, (a) but for the license granted pursuant to this Agreement, would infringe, or contribute to or induce the infringement of, a Valid Claim of any issued, unexpired patent under Patent Rights, or (b) is covered by a claim in a pending patent application under Patent Rights. As used in Subparagraph (b) of this Paragraph 1.3, "covered by a claim in a pending patent application" means that such use or practice would, but for the license granted pursuant to this Agreement, constitute infringement, contributory infringement, or inducement of infringement, of such claim if such claim were issued.
- 1.4 "Licensed Product" means any product, material, kit, or other article of manufacture or composition of matter, the making, use, Sale, offer for Sale, or import of which (a) but for the license granted pursuant to this Agreement, would infringe, or contribute to or induce

the infringement of, a Valid Claim of any issued, unexpired patent under Patent Rights, or (b) is covered by a claim in a pending patent application under Patent Rights. As used in Subparagraph (b) of this Paragraph 1.4, "covered by a claim in a pending patent application" means that such making, use, Sale, offer for Sale, or import would, but for the license granted pursuant to this Agreement, constitute infringement, contributory infringement, or inducement of infringement, of such claim if such claim were issued.

- 1.5 "Licensed Service" means a service provided using Licensed Products or Licensed Methods, including, without limitation, any such service provided in the form of contract research or other research performed by Licensee on behalf of a third party:
- 1.6 "Licensed Territory" means the United States of America when the Licensee is incorporated in any of the States of the USA.
- 1.7 "Patent Rights" means Licensor's legal rights in the claims of the issued patent(s) or patent application(s) listed in Exhibit A, continuing applications thereof, including divisions, substitutions, extensions and continuation-in-part applications (only to the extent, however, that claims in the continuation-in-part applications are entitled to the priority filing date of the applicable above-listed parent patent application); patents issuing on said applications or continuing applications; reissues of such patents; and corresponding foreign patents or applications of any of the foregoing.
- 1.8 "Valid Claim" means a claim of a patent in any country, which claim (a) has not expired and (b) has not been held to be invalid by a final judgment of a court of competent jurisdiction from which no appeal can be or is taken.

2. GRANT

- 2.1 Subject to the limitations set forth in this Agreement, including, without limitation, the rights reserved in Paragraph 2.2, Licensor hereby grants to Licensee an exclusive license under Patent Rights, in the Licensed Field of Use in the Licensed Territory, (a) to apply to the US Food and Drug Administration (FDA) for permission to conduct human clinical trials related to the "Indication," and (b) to contract with third parties to conduct the human clinical trials related to the "Indication", and/or (c) to commercially manufacture, sell, offer to sell, lease, use, practice, import or otherwise use the "Indication", Licensed Method, Licensed Product, and Licensed Service.
- 2.2 Licensor reserves the right to publish any technical data resulting from research performed by Licensor or Licensee relating to the Technology.

3. LICENSE ISSUE FEE/MAINTENANCE FEES

- 3.1 Licensee shall pay to Licensor a non-creditable, non-refundable license issue fee ("License Issue Fee") of One US Dollar (\$1.00) for each of the patent(s) and patent application(s) listed in Exhibit A. The License Issue Fee is non-refundable and not an advance against other payments due under this Agreement.

4. DILIGENCE

- 4.1 Licensee will diligently proceed with the application to the FDA by preparing and submitting the appropriate Investigative New Drug ("IND") to the FDA in a timely manner.
- 4.2 Licensee will seek financing from third parties adequate for the work of conducting human clinical trials in the "Indication."

5. BOOKS AND RECORDS

- 5.1 Licensee will keep full, true, and accurate books of accounts containing all particulars that may be necessary for the purpose of showing Licensee's compliance with obligations under this Agreement.

6. LIFE OF THE AGREEMENT

- 6.1 Unless otherwise terminated by operation of law or by acts of the Parties in accordance with the terms of this Agreement, this Agreement will be in effect from the Effective Date and will remain in effect for the life of the last-to-expire patent or last-to-be-abandoned patent application licensed under this Agreement, whichever is later.
- 6.2 Any termination of this Agreement will not affect the rights and obligations set forth in the following:

Article 1	Definitions
Article 5	Books and Records
Article 6	Life of Agreement
Article 10	Limited Warranties
Article 12	Indemnification
Article 15	Notices
Article 16	Payments
Article 18	Confidentiality
Article 20	Applicable Law; Venue; Attorneys' Fees
Article 21	Scope of Agreement

- 6.3 Any termination of this Agreement will not relieve Licensee of Licensee's obligation to pay any payment due or owing at the time of such termination and will not relieve any obligations, owed by either Party to the other Party, established prior to termination.

7. TERMINATION BY LICENSOR

- 7.1 If Licensee should violate or fail to perform any term which cause material breach of this Agreement, then Licensor may give written notice of such default ("Notice of Default") to Licensee. If Licensee should fail to repair such default within sixty (60) days of the effective date of such notice, Licensor will have the right to terminate this Agreement and

the licenses herein by a second written notice ("Notice of Termination") to Licensee. If a Notice of Termination is sent to Licensee, this Agreement will automatically terminate on the effective date of such notice. Such termination will not relieve Licensee of Licensee's obligation to pay license fees owing at the time of such termination and will not impair any accrued rights of Licensor. These notices will be subject to Article 15 (Notices).

- 7.2 Notwithstanding Paragraph 7.1, this Agreement will terminate immediately, if Licensee files a claim including in any way the assertion that any portion of Patent Rights is invalid or unenforceable, where the filing of such claim is by Licensee, by a third party on behalf of Licensee, or by a third party at the urging of Licensee.
- 7.3 Notwithstanding Paragraph 7.1, this Agreement will terminate immediately in the event of the filing of a petition for relief under the United States Bankruptcy Code by or against Licensee as a debtor or alleged debtor.

8. TERMINATION BY LICENSEE

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9. PATENT PROSECUTION AND MAINTENANCE

- 9.1 Licensor will prosecute and maintain the patent applications and patents under Patent Rights, subject to Licensee's reimbursement of Licensor's out-of-pocket costs under Paragraph 9.3. All patent applications and patents under Patent Rights will be held in the name of Licensor. Licensor will have sole responsibility for retaining and instructing patent counsel. Licensor will promptly provide Licensee with copies of all official patent office correspondence, and Licensee agrees to keep this documentation confidential in accordance with Article 18 (Confidentiality). Licensee may comment upon such documentation, and Licensor will take such comments into account, provided that if Licensee has not commented upon such documentation in reasonable time for Licensor to sufficiently consider Licensee's comments prior to the deadline for filing a response with the relevant government patent office, Licensor will be free to respond appropriately without consideration of Licensee's comments.
- 9.2 Licensor will use reasonable efforts to prepare or amend any patent application within Patent Rights to include claims reasonably requested by Licensee to protect the Licensed Products or Licensed Services contemplated to be Sold or Licensed Methods to be practiced under this Agreement.
- 9.3 Subject to Paragraph 9.4, all past, present, and future costs for preparing, filing, prosecuting, and maintaining all patent applications and patents under Patent Rights related to Licensed Field of Use in Licensed Territory (including, without limitation, the cost of interferences, reexaminations, oppositions, post-grant review, inter parties review, supplemental examinations, and other patent office administrative proceedings, and their appeals), will be paid by Licensor.

10. LIMITED WARRANTIES

- 10.1 Licensors warrants to Licensee that Licensor has the lawful right to grant this license.
- 10.2 Licensors warrants to Licensee that all or any portion of Patent Rights would not be recognized as invalid or unenforceable by any governmental authority or judicial proceeding.
- 10.3 Licensors warrants to Licensee that practice of the Technology or patent rights (including making, using, selling, offering to sell, or importing licensed products, licensed services, or licensed methods) will not infringe any patent or other proprietary right.
- 10.4 This license and the associated rights to the Technology are provided to Licensee WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.5 Nothing in this Agreement is or will be construed as:
- (a) an obligation to bring or prosecute actions or suits against third parties for patent infringement;
 - (b) conferring by implication, estoppel, or otherwise any license or rights under any patent applications or patents of Licensor other than Patent Rights, regardless of whether such patent applications or patents are dominant or subordinate to Patent Rights; or
 - (c) an obligation to furnish any know-how not provided in the patents and patent applications under Patent Rights.

11. PATENT INFRINGEMENT

- 11.1 In the event that any Party learns of the substantial infringement of any Patent Rights, said Party will promptly provide the other Party with notice and reasonable evidence of such infringement ("Infringement Notice"). During the time period and in a jurisdiction where Licensee has exclusive rights under this Agreement, neither Party will notify a third party, including the infringer, of the infringement without first obtaining consent of the other Party, which consent will not be unreasonably withheld. The Parties will use diligent efforts, in cooperation with each other, to terminate such infringement without litigation.

(a) If such infringing activity has not been abated within ninety (90) days following the effective date of the Infringement Notice, Licensee may initiate suit for patent infringement against the infringer. Licensor may voluntarily join as a party in such suit at Licensor's expense, but Licensor may not thereafter separately initiate suit against

the infringer for the acts of infringement that are the subject of Licensee's suit or any judgment rendered in that suit. Licensee may not cause Licensor to be joined as a party in a suit initiated by Licensee without Licensor's prior written consent. If, in a suit initiated by Licensee, Licensor is involuntarily caused to be joined as a party, Licensee will pay any costs incurred by Licensor arising out of such suit, including, but not limited to, any legal fees of counsel that Licensor selects and retains to represent it in the suit.

(b) If, within a hundred and twenty (120) days following the effective date of the Infringement Notice, the infringing activity has not been abated and if Licensee has not initiated suit against the infringer, Licensor may in its sole discretion initiate suit for patent infringement against the infringer. If Licensor initiates such suit, Licensee may not join such suit without Licensor's consent, and Licensee may not thereafter separately initiate suit against the infringer for the acts of infringement that are the subject of Licensor's suit or any judgment rendered in that suit.

12. INDEMNIFICATION

- 12.1 Licensee will at all times during the term of this Agreement and thereafter indemnify, hold harmless, and defend Licensor and its shareholders, officers, employees, and agents against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of any breach of any representation, warranty, or covenant expressly made by Licensee in this Agreement.
- 12.2 Licensor will at all times during the term of this Agreement and thereafter indemnify, hold harmless, and defend Licensee and its shareholders, officers, employees, and agents against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of any breach of any representation, warranty, or covenant expressly made by Licensor in this Agreement.
- 12.3 Licensee, at its sole cost and expense, will insure its activities in connection with any work performed hereunder and will obtain, keep in force, and maintain the following insurance:

- (a) Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence: \$ 1,000,000
Products/Completed Operations Aggregate: \$ 1,000,000
Personal and Advertising Injury: \$ 1,000,000
General Aggregate: \$ 1,000,000

If the above insurance is written on a claims-made form, it will continue for three (3) years following termination or expiration of this Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement; and

- (b) Worker's Compensation as legally required in the jurisdiction in which Licensee

is doing business.

The coverage and limits referred to in Subparagraphs 12.2(a) and 12.2(b) will not in any way limit the liability of Licensee under this Article 12 (Indemnification). Upon the execution of this Agreement, Licensee will furnish Licensor with certificates of insurance evidencing compliance with all requirements, and Licensee will promptly notify Licensor of any material modification of the insurance coverages. Such certificates will:

- (a) provide for thirty (30) days' (ten (10) days for non-payment of premium) advance written notice to Licensor of any cancellation of insurance coverages;
- (b) indicate that Licensor has been endorsed as an additional insured under the coverage described in Subparagraph 12.2(a); and
- (c) include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by Licensor.

12.4 Licensor will promptly notify Licensee in writing of any claim or suit brought against Licensor for which Licensor intends to invoke the provisions of this Article 12 (Indemnification). In no event may any Party admit liability or wrongdoing on behalf of the other Party or any other indemnitee without other Party's prior written consent. Licensee will keep Licensor informed of Licensee's defense of any claims pursuant to this Article 12 (Indemnification).

13. GOVERNMENT APPROVAL OR REGISTRATION

13.1 All parties will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder.

14. ASSIGNMENT

14.1 This Agreement is binding upon and will inure to the benefit of Licensor and to Licensor's successors and assigns. This Agreement is personal to Licensee and assignable by Licensee only with the written consent of Licensor, provided that Licensee may, on written notice to Licensor, assign this Agreement, including, without limitation, all obligations owed to Licensor hereunder, to an acquiror of all or substantially all of Licensee's stock or assets.

15. NOTICES

15.1 All notices under this Agreement will be deemed to have been fully given and effective when done in writing and (a) delivered in person, (b) mailed by registered or certified United States mail, or (c) deposited with a carrier service requiring signature

by recipient, and addressed as follows:

To Licensor: PTLNV, SERIES FOUR, LLC
8690 S. Maryland Parkway, Suite 220,
Las Vegas, NV 89123

To Licensee: NANOMEDSURG, INC.
6280 S. Valley View Blvd.
Suite 104
Las Vegas, NV 89118

Either Party may change its address upon written notice to the other Party.

16. PAYMENTS

16.1 Payments to Licensor will be made by check or bank wire transfer, to the following

Checks: PTLNV, SERIES FOUR, LLC
c/o Mrs. Franny Yen, Manager
27830 Aleutia Way, Yorba Linda, CA 92887, USA

Bank wire (Licensee is responsible for all wire transfer fees): To be provided at a later date.

16.2 If monies owed to Licensor under this Agreement are not received by Licensor when due, Licensee will pay to Licensor interest charges at a rate of ten percent (10%) per annum. Such interest will be calculated from the date payment was due until actually received by Licensor. Such accrual of interest will be in addition to, and not in lieu of, enforcement of any other rights of Licensor related to such late payment. Acceptance of any late payment will not constitute a waiver under Article 17 (Waiver).

17. WAIVER

17.1 The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. None of the terms and conditions of this Agreement can be waived except by the written consent of the Party waiving compliance.

18. CONFIDENTIALITY

18.1 With respect to disclosures by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement, the Receiving Party will, subject to Paragraphs 18.2 and 18.3, hold the Disclosing Party's proprietary business and technical information, patent prosecution material, and other proprietary information, including the negotiated terms of this Agreement (all such proprietary information referred to collectively herein as "Proprietary Information"), in confidence and against disclosure to

third parties, with at least the same degree of care as the Disclosing Party exercises to protect the Disclosing Party's own data and information of a similar nature. This obligation will expire five (5) years after the termination or expiration of this Agreement.

18.2 With respect to Proprietary Information disclosed by the Disclosing Party to the Receiving Party, nothing contained herein will in any way restrict or impair the right of the Receiving Party to use, disclose, or otherwise deal with any information or data which:

- (a) at the time of disclosure to the Receiving Party by the Disclosing Party is available to the public by publication or otherwise, or thereafter becomes available to the public by publication or otherwise through no act of the Receiving Party;
- (b) the Receiving Party can show by written record was in the Receiving Party's possession prior to the time of disclosure to the Receiving Party hereunder and was not acquired by the Receiving Party from the Disclosing Party;
- (c) is independently made available to the Receiving Party without restrictions as a matter of right by a third party, as demonstrated by written record;
- (d) is independently developed by employees or agents of the Receiving Party who did not have access to the information disclosed by the Disclosing Party, as demonstrated by written record; or
- (e) is subject to disclosure under the requirements of law.

18.3 Licensor will be free to release to the inventors, Licensor's senior administrators or employees, the terms and conditions of this Agreement upon their request. If such release is made, Licensor will inform such individuals of the confidentiality obligations set forth above and will request that such individuals not disclose such terms and conditions to others. Should a third party inquire whether a license to Patent Rights is available, Licensor may disclose the existence of this Agreement and the extent of the grant in Article 2 (Grant) to such third party but, unless Licensee so consents, Licensor will not otherwise disclose the name of Licensee (or other negotiated terms of this Agreement) unless (a) Licensee or a third party has already made such disclosure publicly, or (b) such disclosure is required under the Nevada Public Records Act or other requirements of law.

18.4 Within fifteen (15) days following the effective date of termination or expiration of this Agreement, each Receiving Party agrees to destroy or return to the Disclosing Party Proprietary Information received from the Disclosing Party which is in the possession of the Receiving Party. However, each Receiving Party may retain one copy of Proprietary Information received from the Disclosing Party for archival purposes in non-working files for the sole purpose of verifying the ownership of the Proprietary Information, provided such Proprietary Information will be subject to the confidentiality provisions set forth in this Article 18 (Confidentiality). Subject to such right to retain for archival purposes, each Receiving Party agrees to provide to the Disclosing Party, within thirty (30) days following termination of this Agreement, a written notice that Proprietary Information received from

the Disclosing Party has been returned or destroyed.

19. SEVERABILITY

- 19.1 The provisions of this Agreement are severable, and in the event that any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, such invalidity or enforceability will not in any way affect the validity or enforceability of the remaining provisions hereof.

20. APPLICABLE LAW; VENUE; ATTORNEYS' FEES

- 20.1 This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Nevada, excluding any choice-of-law rules that would direct the application of the laws of another jurisdiction, except that the scope and validity of any patent or patent application under Patent Rights will be determined by the applicable law of the country of such patent or patent application. Any controversy or disputes arising out of this Agreement or regarding the performance hereof shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") in Hong Kong conducted in English by three arbitrators under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The prevailing Party in any such legal action under this Agreement will be entitled to recover its reasonable attorneys' fees in addition to its costs and necessary disbursements.

21. NEW PATENTS

- 21.1 In the event that new discoveries are made in the Technology which warrant the application of new patent(s), the Licensor is solely responsible for the application, prosecution, maintenance and payment of any new patent applications or newly issued patents.
- 21.2 In the event that new discoveries are made in the Technology which relates to the "Indication", the Licensor shall grant the Licensee the first-right-of-refusal in obtaining an exclusive license to use the new Patent Right under essentially the same terms as this Agreement.

22. SCOPE OF AGREEMENT

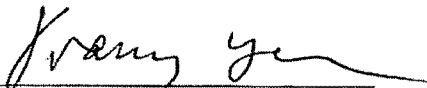
- 22.1 Neither Party will use this Agreement as a basis to invoke the CREATE Act, 35 U.S.C. 102(c), without the written consent of the other Party.
- 22.2 This Agreement incorporates the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or understandings, whether oral or written, between the Parties relating to the subject matter hereof.

- 22.3 This Agreement may be modified only by written amendment duly executed by the Parties.
- 22.4 The representations and warranties made herein shall survive the termination of the agreement. All statements as to factual matters contained in any other instrument delivered by or on behalf of the Licensor or its actual controller pursuant hereto in connection with the agreement shall be deemed to be representations and warranties by the Licensor.

In witness whereof, the Parties have executed this Agreement in duplicate originals by their respective authorized officers or representatives on the respective dates below.

LICENSOR:

PTLNV, SERIES FOUR, LLC



FRANNY YEN, on behalf of Manager

LICENSEE:

NANOMEDSURG, INC.



RICHARD YEN, its President

EXHIBIT A

Owned by PTLNV, SERIES FOUR, LLC

	Patent Title	Patent Number	Date of Issue
1	Nanoparticles for the treatment of radiation skin injury	9629931	April 25, 2017



CMC LAW GROUP, LLC

October 22, 2018

USPTO
Mail Stop Assignments Recordation Services
Director of the USPTO
POBOX 1450
Alexandria, VA 22313-1450

Dear Sir or Madam,

Enclosed for recording please find the following:

1. Exclusive licensing agreement between PTLNV, Series Four, LLC, and NanoMedSurg, Inc., regarding patent application number 9629931; and
2. Check number 1543 in the amount of \$50.

I respectfully request that you record the enclosed licensing agreement and return a recorded copy to my attention at the address below. Should you have any questions or require any additional information, please contact the undersigned. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Catherine M. Colombo'.

Catherine M. Colombo

CMC
Enclosure