

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5309851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DARREN RUBIN	07/18/2018
AEROLUNG CORP	07/18/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TELEFLEX INCORPORATED
<b>Street Address:</b>	550 E. SWEDES FORD ROAD
<b>Internal Address:</b>	SUITE 400
<b>City:</b>	WAYNE
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087-1603
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15989471
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)861-1783
<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>	202-861-1500
<b>Email:</b>	patents@bakerlaw.com
<b>Correspondent Name:</b>	BAKER HOSTETLER LLP
<b>Address Line 1:</b>	1050 CONN. AVE. N.W.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	59475.21124
<b>NAME OF SUBMITTER:</b>	ERDAL DERVIS
<b>SIGNATURE:</b>	/Erdal Dervis/
<b>DATE SIGNED:</b>	01/04/2019
<b>Total Attachments: 10</b>	
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# INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT WITH A GRANT-BACK LICENSE

This Intellectual Property Purchase and Assignment Agreement with a Grant-Back License (this "Agreement"), dated and effective as of the date of the last signature below ("Effective Date"), is made by and between Darren Rubin, an individual, and AEROLUNG CORP, a Florida corporation, each having a mailing address of [REDACTED] Largo, FL 33774 (the "Sellers") and Teleflex Incorporated, a Delaware corporation having its headquarters at 550 E. Swedesford Road, Suite 400, Wayne, PA 19087-1603 (the "Buyer"). Sellers and Buyer may be referred to as a "party" or "parties." A "third party" or "third parties" are any persons or entities that are not a party.

## RECITALS

**WHEREAS**, Sellers are the sole owners of certain Intellectual Property defined in this Agreement concerning, among other things, medical gas tubing, respiratory gas masks and nebulizers and have all rights and title thereto, subject to no third party rights;

**WHEREAS**, subject to the terms and conditions of this Agreement, Sellers desire to sell and transfer to Buyer and Buyer desires to acquire all rights, title, and interest to this Intellectual Property;

**WHEREAS**, Sellers desire an exclusive license back from Buyer under the transferred Intellectual Property rights in the Field defined in this Agreement concerning certain respiratory gas masks and nebulizers; and

[REDACTED]

**NOW, THEREFORE**, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

## ARTICLE I DEFINITIONS; INTERPRETATION

Section 1.1. Definitions. The capitalized terms used in this Agreement have the following meanings or the meanings otherwise provided in context:

"Agreement" has the meaning set forth in the preamble.

“Applicable Law” means the applicable laws, rules, regulations, including any guidelines, or other requirements of any governmental authority, that may be in effect from time to time.

“Closing Date” is the date on which Buyer has made payment in full to Sellers as specified in Section 2.2 of this Agreement.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Intellectual Property” means individually and collectively any and all of the following patents and patent applications, and all inventions disclosed therein:

United States Patent No. 8,707,950;  
United States Design Patent D674,895;  
Canadian Patent Application No. 2,806,056;  
United States Patent Application No. 14/952,272;  
United States Patent Application No. 15/981,471; and

any and all other continuing patents/patent applications owned by Sellers on and/or prior to the Effective Date having a claim directed in whole or in part to medical gas tubing with a rotatable connector, except for United States Patent No. 9,199,052, which the Sellers retain all rights, title, and interest to; and

any and all continuations, continuations-in-part, divisionals, reissues and reexaminations of, and any and all patents and patent applications claiming priority to or sharing common priority with, any of the patents and patent applications specified above in this definition, and any and all extensions of any of the foregoing, and any and all rights respecting any and all of the foregoing.

“Territory” means worldwide.

**Section 1.2. Interpretation.**

- (a) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- (b) The parties to this Agreement agree to waive the application of any Applicable Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

**ARTICLE II  
PURCHASE AND SALE; PAYMENTS**

**Section 2.1. Sale of Intellectual Property.** Pursuant to the terms and subject to the conditions of this Agreement, Sellers shall and hereby do sell and assign to Buyer all right, title and interest in and to all the Intellectual Property in the Territory on the Closing

Date. Such sale and assignment of the Intellectual Property to Buyer is irrevocable upon the Closing Date and Buyer satisfaction of the specified payment to Sellers. The sale and assignment of Intellectual Property includes the transfer to Buyer of the right to sue for infringement occurring both before and after the Closing Date, the right to otherwise enforce the Intellectual Property, and the right to file, prosecute, maintain, or abandon (provided such abandonment does not affect the Field) patent applications and patents at its sole discretion.

Section 2.2. Payment. In full consideration of the sale, transfer, and assignment of the Intellectual Property to Buyer, Buyer shall pay Sellers [REDACTED]

[REDACTED]

Section 2.3. Sellers Assistance. At the reasonable request of Buyer, Sellers shall provide the following assistance to Buyer: (i) execute all assignment documents respecting the Intellectual Property for purposes of filing or registering with the appropriate administrative offices and (ii) assist Buyer in filing, prosecuting, maintaining, and enforcing the Intellectual Property. [REDACTED]

[REDACTED] Sellers shall also promptly inform Buyer if (i) Sellers become aware of any information that raises questions or issues concerning Buyer title to the Intellectual Property or the validity or enforceability of the Intellectual Property or (ii) Sellers become aware of possible third party infringement of the Intellectual Property.

### ARTICLE III REPRESENTATIONS, WARRANTIES AND DISCLAIMERS OF SELLERS

Sellers represent and warrant to Buyer that each statement contained in this Article III is true and correct as of the Effective Date and will be true and correct on the Closing Date except as otherwise specified. The representations and warranties of Sellers shall survive the closing.

Section 3.1. Standing and Power. Seller Darren Rubin is an individual with the standing and power to enter into this Agreement.

- Section 3.2. Organizational Status. Seller AEROLUNG CORP is a corporation duly organized, validly existing, and in good standing under the laws of Florida with the power to enter into this Agreement.
- Section 3.3. Authority; Binding Agreement. Darren Rubin has the power and authority to sign this Agreement on behalf of himself individually and AEROLUNG CORP to bind Sellers to the terms of this Agreement.
- Section 3.4. No Conflicts. The execution and delivery by Sellers of this Agreement and the consummation of the transactions provided in this Agreement do not and will not conflict with any other agreement, obligation, or commitment of Sellers.
- Section 3.5. No Impediments to Performance. Sellers are under no restrictions, limitations, or other impediments, including any pending legal or governmental action, that will prevent Sellers from performing Sellers' obligations under this Agreement.
- Section 3.6. Good Title. Sellers have good and transferable title to all of the Intellectual Property and have the power and right to sell, convey, deliver, transfer and assign to Buyer all right, title, and interest in and to the Intellectual Property.
- Section 3.7. No Conflicting Intellectual Property Rights. Sellers do not own or control any intellectual property other than Intellectual Property which would be infringed by Buyer's practice of the inventions disclosed in the Intellectual Property and Sellers have no knowledge of third party intellectual property rights which would be infringed by Buyer's practice of the inventions disclosed in the Intellectual Property.
- Section 3.8. Covenant Not to Challenge Intellectual Property. Sellers agree not to initiate, support, engage in, participate in or assist any attempt to invalidate, render unenforceable or narrow any claims of any of the Intellectual Property. Sellers represent that they will not publicly disparage the validity or enforceability of the Intellectual Property through acts including, but not limited to, participating in or assisting any action or proceeding to challenge the validity or enforceability of the Intellectual Property.
- Section 3.9. DISCLAIMER; NO IMPLIED WARRANTY. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, SELLERS HAVE MADE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND BUYER HAS NOT RELIED ON ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that each statement contained in this Article IV is true and correct as of the Effective Date and will be true and correct on the Closing Date except as otherwise specified. The representations and warranties of Buyer shall survive the closing.

- Section 4.1. Organization - Standing and Power. Buyer is a valid existing entity with the standing and power to enter into this Agreement.
- Section 4.2. Authority; Binding Agreement. Buyer's signatory to this Agreement has the power and authority to bind Buyer to the terms of this Agreement.
- Section 4.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the consummation of the transactions provided in this Agreement do not and will not conflict with any other agreement, obligation, or commitment of Buyer.
- Section 4.4. No Impediments to Performance. Buyer is under no restrictions, limitations, or other impediments, including any legal or governmental action pending or threatened, that will prevent it from performing its obligations under this Agreement.
- Section 4.5. DISCLAIMER; NO IMPLIED WARRANTY. SELLERS ACKNOWLEDGE THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, BUYER HAS MADE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND SELLERS HAVE NOT RELIED ON ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

#### ARTICLE V LIMITATION OF LIABILITY AND INDEMNIFICATION

- Section 5.1. Sellers Indemnification by Buyer. Buyer will indemnify and hold Sellers harmless against any and all claims, damages, and other liabilities, including legal fees and expenses, arising from any breaches by Buyer of any of its obligations, representations or warranties under this Agreement.
- Section 5.2. Buyer Indemnification by Sellers. Sellers will indemnify and hold Buyer harmless against any and all claims, damages, and other liabilities, including legal fees and expenses, arising from any breaches by Sellers of any of their obligations, representations or warranties under this Agreement.

#### ARTICLE VI LICENSES

- Section 6.1. Buyer Grant-Back License to Sellers. Upon the Closing Date, Buyer agrees to grant and hereby does grant to Sellers a royalty-free, fully-paid exclusive license in the Territory under the Intellectual Property to make, use and/or sell certain open-style respiratory gas masks and nebulizers disclosed in the Intellectual Property only (the "Field"). This license to Sellers is irrevocable unless terminated as provided in Section 7.3 in the event Sellers' representations and warranties under Article III are breached or in the event that Sellers breach any of Sellers' obligations and limitations in this Section 6.1. Buyer does not grant Sellers any other license or right except the license in the Field under the Intellectual Property. Sellers' license under this Section 6.1 does not include the right to sublicense, except that Sellers may contract with third parties for the production and distribution of products under

this license. Nothing in this Agreement shall be construed as a grant from Buyer to Sellers of any rights under any intellectual property of the Buyer except the grant specified in this Section 6.1 in the Field under the Intellectual Property defined in this Agreement.

## ARTICLE VII TERMINATION / BREACH

- Section 7.1. Termination by Sellers for Buyer Payment Breach. Sellers may only terminate this Agreement in the event that Buyer has breached its obligation to make payment to Sellers as specified in Section 2.2. Termination by Sellers requires Sellers to give Buyer written notice of the breach. Termination goes into effect fifteen (15) days after the written notice unless Buyer satisfies the payment obligation prior to the end of this fifteen (15) day period.
- Section 7.2. Sellers Rights for Other Buyer Breaches. Sellers have no right to terminate this Agreement except as specified in Section 7.1. In the event of other breaches of this Agreement by Buyer, Sellers only have the right to seek cure of, or damages arising from, the breach.
- Section 7.3. Buyer Elections and Rights Upon Sellers Breach. If Sellers breach any of their warranties or representations under Article III or if Sellers breach of any of their limitations or obligation under Section 6.1 respecting the grant-back license, Buyer may give written notice to Sellers of the breach, specifying the nature of the breach. If Sellers do not rectify the breach within thirty (30) days of the written notice, Buyer may elect to either terminate this Agreement or terminate the grant-back license to Sellers under Section 6.1 by giving written notice of the election to Sellers. Such election goes into effect upon Sellers receipt (as defined in Section 9.2) of the election. If Buyer elects termination of this Agreement, Sellers will promptly refund to Buyer the total payment made by Buyer to Sellers under Section 2.2 of this Agreement. If Buyer elects to terminate the grant-back license under Section 6.1, Buyer shall be entitled to a reimbursement of all or a portion of the payment Buyer made to Sellers under Section 2.2 in an amount not to exceed the damages or loss accrued by Buyer as a result of the breach. The remedies of a reimbursement of payment and/or termination of the grant-back license or this Agreement will not preclude Buyer from seeking whatever other remedies are available to Buyer in law or equity for Sellers breach.
- Section 7.4. Surviving Provisions. Section 7.1, Section 7.3, and this Section 7.4, and all sections under Article X, survive termination of this Agreement and remain in full force and effect unless and until termination under express language of the section.
- Section 7.5. No Expiration. This Agreement continues indefinitely with no expiration or termination unless terminated by as provided in Section 7.1 or 7.3.



ARTICLE VIII  
MISCELLANEOUS

Section 8.1. Governing Law; Jurisdiction; Venue; Service Of Process.


- (a) Governing Law. This Agreement will be governed by and construed in all respects in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict or choice of law provisions.
- (b) Jurisdiction; Venue. Buyer and Sellers acknowledge that they each have the requisite minimum contacts required for jurisdiction and venue in the State of Delaware, United States of America. Buyer and Sellers irrevocably waive the right to object to jurisdiction and venue in the State of Delaware. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the courts of the State of Delaware, state or federal, for any legal action (other than appeals therefrom) arising out of or relating to this Agreement or otherwise in connection with the transactions contemplated in this Agreement, and agree not to commence any legal action (other than appeals therefrom) related to these matters except in such courts.

Section 8.2. Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in written form, and shall be deemed delivered on the business day designated for delivery if sent by reputable overnight courier maintaining records of receipt, provided that payment shall be made as provided in Section 2.2. All such communications (except payment) shall be addressed to the parties at the addresses set forth as follows, or at such other address as a party may designate upon ten (10) days' prior written notice to the other party. Communications will be deemed received (i) when delivered in person, (ii) five (5) days after being sent by certified or registered mail, return receipt requested and postage prepaid, or (iii) one (1) day after deposit with a commercial overnight carrier with verification of receipt.

If to Buyer, to:

Teleflex Incorporated  
550 E. Swedesford Road  
Wayne, Pennsylvania 19087  
Attention: General Counsel  
Facsimile: (610) 948-2011

If to Sellers to:

Darren Rubin  
  
Largo, FL 33774

Section 8.3. Benefits of Agreement; No Third Party Beneficiaries. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the

parties to this Agreement and their respective successors and permitted assigns. There are no third party beneficiaries of this Agreement.

Section 8.4. Amendments. This Agreement may be amended only by an amendment, change or modification to this Agreement that expressly states that it is intended to amend this Agreement and which is in writing and signed by both parties, except that a party may change its address for notifications as provided in Section 8.2.

Section 8.5. Waiver; Remedies Cumulative. A waiver by either party of any term or condition of this Agreement or a delay or failure by either party to enforce any provision of this Agreement will not be deemed or construed to be a waiver of such term or condition, or any other provision of this Agreement for any future instance or subsequent breach of this Agreement. All rights, remedies, undertakings, obligations and agreements contained in this Agreement will be cumulative and none of them will be a limitation of any other remedy, right, undertaking, obligation or agreement to either party.

Section 8.6. Expenses. Except as otherwise specified herein, each party shall bear any costs and expenses with respect to the transactions contemplated herein incurred by that party, whether or not such transactions are consummated.

Section 8.7. Assignment. This Agreement and any right, obligation or interest under this Agreement may not be assigned by either party without the prior written consent of the other, which may not be unreasonably withheld; provided, however, that Buyer may assign this Agreement or any right, obligation or interest under this Agreement, without the consent of Sellers, (i) to any affiliate or subsidiary of Buyer, or (ii) to any successor in interest to Buyer, or any affiliate or subsidiary, in connection with any sale or transfer of assets that comprise or include the business unit of Buyer to which this Agreement is relevant, or (iii) as part of any merger, consolidation or dissolution of Buyer. Any attempted assignment in violation of this Section 8.7 will be void and without force or effect.

Section 8.8. Enforceability; Severability.

- (a) If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement each of which is hereby declared to be separate and distinct and will remain in full force and effect.
- (b) If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
- (c) If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the parties agree to modify the offending provision to maintain the benefits of the parties, and rights and obligations of the parties, under this Agreement if possible and to the maximum extent possible, consistent with Applicable Law.

Section 8.9. Confidentiality. Neither party will disclose the terms and conditions of this Agreement without the written permission of the other party unless required to do so by Applicable Law, provided that in the latter case the disclosing party gives prompt written notice to the other party and a reasonable opportunity to contest such requirement.

Section 8.10. Publicity. Neither party may issue any press release or other form of communication to the public relating to this Agreement or use the trademarks, service marks or name of the other party without the prior written consent of the other party.

Section 8.11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and assignment of the Intellectual Property and the grant-back license, and supersedes any and all prior agreements or understandings between the parties with respect to its subject matter.

Section 8.12.



[Signature page follows.]

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

For SELLERS:

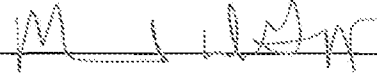
Darren Rubin



Title: Individually and on behalf of  
AEROLUNG CORP

Date: July 18, 2018

For BUYER:

By: 

Name: Michael DiGiuseppe  
Vice President, Corporate

Title: Accounts & Respiratory

Date: July 19, 2018