

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5454959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTEGRA LIFESCIENCES SWITZERLAND SÀRL	12/14/2018
RECEIVING PARTY DATA	
Name:	COAT-X SA
Street Address:	EPLATURES-GRISE 17
City:	LA CHAUX-DE-FONDS
State/Country:	SWITZERLAND
Postal Code:	CH-2300
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14553404
CORRESPONDENCE DATA	
Fax Number:	(212)704-6288
<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:	(212) 704-6000
Email:	IPServicesNYC@troutman.com, Michael.Gartland.Agency@troutman.com
Correspondent Name:	TROUTMAN SANDERS LLP
Address Line 1:	875 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	252464.000027
NAME OF SUBMITTER:	MICHAEL A. GARTLAND
SIGNATURE:	/Michael A. Gartland/
DATE SIGNED:	04/03/2019
Total Attachments: 13	
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DATED December 14th, 2018

PATENT SALE AND ASSIGNMENT AGREEMENT

Between

INTEGRA LIFESCIENCES SWITZERLAND SÀRL

And

COAT-X SA

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SCHEDULE 1

PATENTS

SCHEDULE 2

DEED OF PATENT ASSIGNMENT

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THIS AGREEMENT is dated December 14th, 2018

PARTIES

(1) INTEGRA LIFESCIENCES SWITZERLAND SARL incorporated and registered in SWITZERLAND with company number CHE-399.177.293 whose registered office is at rue Girardet 29, 2400 Le Locle (Assignor).

(2) COAT-X SA incorporated and registered in SWITZERLAND with company number No. CHE-479.132.098 whose registered office is at Eplatures-Grise 17, CH-2300, La Chaux-de-Fonds (Assignee or Coat-X).

BACKGROUND

(A) The Assignor is the proprietor of or applicant for the Patents (as defined below).

(B) By this Agreement (as defined below) the Assignor has agreed to sell and assign the Patents to the Assignee on the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

Affiliate: a company which controls, is controlled by, or is under common control with a designated company.

Business Day: a day other than a Saturday, Sunday or public holiday in Switzerland when banks in Geneva and Zurich are open for business.

Agreement: this patent sale and assignment agreement dated December 14th, 2018 between the Assignor and the Assignee.

Patents: the patents and patent applications, short particulars of which are set out in Schedule 1.

Product(s): Coat-X's coating services or products related to thin film multilayer coating technology.

Net Sales Revenue: Coat-X's invoice price less returns, allowances, or credits, rebates, excise, sales, use or value-added taxes, shipping insurance, delivery charges, cash and trade discounts allowed, import duty, and commissions to independent third-party agents.

Clause and Schedule headings shall not affect the interpretation of this Agreement.

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

References to clauses and Schedules are to the clauses and Schedules of this Agreement.

Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

Writing or written includes e-mail but not faxes.

Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's authorized legal and personal representatives, successors and permitted assigns.

2. SALE AND ASSIGNMENT

Pursuant to and for the consideration set out below, the Assignor agrees to and hereby does sell and assign to the Assignee all its right, title and interest in and to the Patents, and in and to all and any inventions disclosed in the Patents, including in respect of any and each application in the Patents the right to claim priority from and to prosecute and obtain grant of patent.

The parties shall execute the short-form Deed of Patent Assignments set forth in Schedule 2 immediately following the execution of this Agreement for the proposes of recordal at the relevant patent offices when required.

3. CONSIDERATION

(a) In consideration for the sale and assignment of the Patents, Coat-X agrees to pay to Assignor a royalty of four percent (4%) of Net Sales Revenue for commercialized Product(s) manufactured or sold to a third party in countries where the Patents have been granted using one or more claims of any of the Patents for a period of 15 years from the first commercialization of the Products or for the lifetime of the Patents whichever comes later. However, in any case, the consideration shall only be calculated on the basis of payments actually received by Assignee from the third parties for the sold Product(s).

(c) Assignee shall pay the royalty amount within two (2) months following the end of each of the six-month period, from January to June and from July to December, in each year. Each payment of the royalty amount will be accompanied by a statement setting forth the Net Sales Revenue from the Product(s) sold and the manner in which the royalty amount was calculated according to Section 3(a) for the relevant period.

(d) Assignor shall then issue an invoice to Assignee on the basis of the statement.

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(e) The payment of the consideration shall be made by Assignee within fifteen (15) business days from the date of the invoice.

(f) Assignee shall keep proper and accurate records as necessary to enable the required statements to be produced. Assignor will be entitled to inspect Assignor's financial records if Assignor believes that there is a material error in a statement and/or payment.

(g) With respect to any patent license granted by Assignee under the Patents, Assignee shall pay to Assignor twenty percent (20%) of the aggregate of licensing fees including royalties received by Assignee from its licensee(s) of the Patents.

(h) The royalty obligation is attached to the legal and/or beneficial ownership of the Patents and follows any change in ownership of the Patents.

4. DISCLAIMER

The sale and assignment of the Patents pursuant to this Agreement is made "as is" and "with all faults". The Assignor and its Affiliates make no representation and, extend no warranty of any kind, and specifically disclaim any warranties, guaranties, representations, oral or written, past or present, expressed or implied, including without limitation any warranties as to the exclusive or sole ownership, validity, or enforceability of the Patents, any warranties as to whether or not any Products would infringe, misappropriate or conflict with any intellectual property rights of any third parties, and any warranties of merchantability or fitness for a particular purpose of the Products.

The Assignor represents that

(a) it is the sole legal and beneficial owner of the Patents;

(b) to its knowledge, all application, registration and renewal fees in respect of each of the Patents have been paid;

(c) it has not assigned or licensed any of the rights under the Patents

5. INDEMNITY

The Assignee shall indemnify the Assignor and its Affiliates and their respective directors, officers, members, managers, shareholders, agents, employees, representatives, successors, and assigns against all liabilities, costs, expenses, damages and losses arising out of or in connection (i) the Patents, (ii) products liability related to the Products, (iii) the development, manufacturing, promotion, marketing, distribution, supply, or sale of the Products, and/or (iv) misappropriation or infringement of patents or other intellectual property rights of any third party relating to the Products.

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6. FURTHER ASSURANCE

At Assignee's reasonable request within a reasonable period following the effective date of this Agreement, the Assignor shall, at the Assignee's cost, perform (or procure the performance of) further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, including confirmatory assignments and powers of attorney, required by relevant law and regulations to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement, including registration of the Assignee as applicant for, or proprietor of, the Patents.

7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

9. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

10. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.



If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12. BINDING EFFECT; THIRD PARTY RIGHTS

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors and assigns. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

13. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Switzerland, excluding the conflict of law provisions.

14. JURISDICTION

Each party irrevocably agrees that the courts of Bern (Switzerland) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

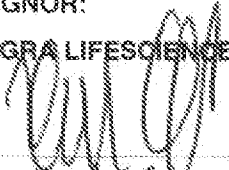
[Signature Page Follows]



THIS AGREEMENT has been executed by or on behalf of the parties as of the date first written above.

ASSIGNOR:

INTEGRA LIFESCIENCES SWITZERLAND SÀRL

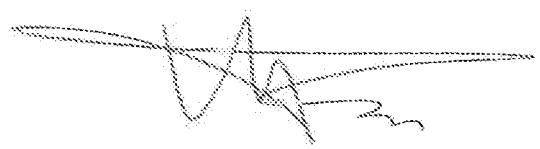
By: 
Name: Neal Gilveck
Title: Managing Director


12/17/2018

ASSIGNEE: COAT-X SA

By: Andreas
Name: Hogg
Title: CEO
14 December 2018

Yannik Tardy
COO
14 Dec 2018



SCHEDULE 1 PATENTS

Family (i) – WO 2011/018705 A1 «Packaging with active protection layer»

AU 2010283549 B2

CA 2770606 A1

EP 2464281 B1 (validated in Austria, Czech Republic, France, Germany, UK, Greece, Italy, Poland, Switzerland, Turkey)

US 8361591 B2

Family (ii) – WO 2011/018707 A1 «Plasma enhanced polymer ultra-thin multi-layer packaging»

AU 2010283551 B2

CA 2770610 A1

EP 2464280 A1 (validated in France, Germany, UK, Switzerland)

US 8313811 B2

Family (iii) WO 2011/018709 A8 «Ultra-thin multilayer packaging»

AU 2010283553 B2

CA 2770611 A1

EP 2464421 B1 (validated in Austria, Czech Republic, France, Germany, UK, Greece, Italy, Poland, Switzerland, Turkey)

US 8313819 B2

Families (iv) and (v) – US 9345813 B2 and US 2015297801 A1 «Three-dimensional packaging for medical implants»

AU 2013206095 A1

CA 2817328 A1

EP 2687256 A1

US 9345813 B2

US 2015297801 A1

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SCHEDULE 2

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DEED OF PATENT ASSIGNMENT

THIS DEED OF PATENT ASSIGNMENT ("Assignment") is made as of December 14th, 2018 by INTEGRA LIFESCIENCES SWITZERLAND SÀRL, incorporated and registered in SWITZERLAND with company number CHE-399.177.293 whose registered office is at rue Girardet 29, 2400 Le Locle (Assignor) to COAT-X SA, incorporated and registered in SWITZERLAND with company number No. CHE-479.132.098 whose registered office is at Eplatures-Grise 17, CH-2300, La Chaux-de-Fonds (Assignee).

WHEREAS, Assignor and Assignee are parties to that certain Patent Sale and Assignment Agreement dated the date hereof, pursuant to which Assignor agrees to assign certain patents and patent applications to Assignee,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest, in all countries, in and to the patents and patent applications set forth in the Attachment, any patents that issue therefrom, all divisionals and continuations of said applications and all patents issuing therefrom, and any reissues, reexaminations, re-registrations, and extensions of any of the foregoing, and any patents and patent applications that claim priority from any of the aforesaid or from which any of the aforesaid claim priority and any rights to sue for past, present or future infringement or misappropriation of any of the foregoing, and to collect past, present, or future damages thereon.

Assignor and Assignee have executed this Deed of Patent Assignment by their duly authorized officers as of the date first written above.

ASSIGNOR:

INTEGRA LIFESCIENCES SWITZERLAND SÀRL

By: [Signature]
Name: Neal Glueck
Title: Managing Director

Witness
Signature: [Signature]
Name: Eva Jan



ASSIGNEE: COAT-X SA

By: Andreas Hogg
Name: [Signature]
Title: CEO
14 December 2018

Witness Yannik Tardy
Signature: [Signature]
Name: [Signature]
14 Dec 2018

SCHEDULE 2

Attachment to Deed of Patent Assignment

Assignor Ref. No.	Country	Patent/Publication Number	Publication Number	Status	Application Number
COD5238USNP2	United States	8361591		Granted	12/854320
COD5238AUPCT2	Australia	2010283549		Granted	2010283549
COD5238CAPCT2	Canada			Filed	2770606
COD5238EPEPT2	European Patent Convention	2464281	EP2464281B1	Granted	10760416.7
COD5238ATEPT2	Austria	2464281		Granted	10760416.7
COD5238CZEPT2	Czech Republic	2464281		Granted	10760416.7
COD5238FREPT2	France	2464281		Granted	10760416.7
COD5238DEEPT2	Germany	602010037163.8		Granted	10760416.7
COD5238GBEPT2	Great Britain	2464281		Granted	10760416.7
COD5238GREPT2	Greece	3091225		Granted	10760416.7
COD5238ITEPT2	Italy	502016000131815		Granted	10760416.7
COD5238PLEPT2	Poland	2464281		Granted	10760416.7
COD5238CHEPT2	Switzerland	2464281		Granted	10760416.7
COD5238TREPT2	Turkey	2017/00446		Granted	10760416.7
COD5238USNP1	United States	8313811		Granted	12/854304
COD5238AUPCT1	Australia	2010283551		Granted	2010283551
COD5238CAPCT1	Canada			Filed	2770610
COD5238EPEPT1	European Patent Convention	2464280	EP2464280A1	Granted	10759715.5
COD5238EPEPT1CH	Switzerland	2464280		Granted	10759715.5
COD5238EPEPT1DE	Germany	602010054791.4		Granted	10759715.5
COD5238EPEPT1FR	France	2464280		Granted	10759715.5
COD5238EPEPT1GB	Great Britain	2464280		Granted	10759715.5
COD5238USNP	United States	8313819		Granted	12/854298
COD5238AUPCT	Australia	2010283553		Granted	2010283553
COD5238CAPCT	Canada			Filed	2770611
COD5238EPEPT	European Patent Convention	2464421	EP2464421B1	Granted	10760419.1
COD5238ATEPT	Austria	2464421		Granted	10760419.1
COD5238CZEPT	Czech Republic	2464421		Granted	10760419.1
COD5238FREPT	France	2464421		Granted	10760419.1
COD5238DEEPT	Germany	602010036958.7		Granted	10760419.1
COD5238GBEPT	Great Britain	2464421		Granted	10760419.1
COD5238GREPT	Greece	3091046		Granted	10760419.1
COD5238ITEPT	Italy	502016000129635		Granted	10760419.1
COD5238PLEPT	Poland	2464421		Granted	10760419.1
COD5238CHEPT	Switzerland	2464421		Granted	10760419.1
COD5238TREPT	Turkey	2016/20015		Granted	10760419.1
MED5005USNP	United States	9345813		Granted	13/491081
MED5005USDIV1	United States		2015/0297801	Filed	14/553404
MED5005AUNP	Australia	2013206095		Granted	2013206095

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SCHEDULE 2

Assignor Ref. No.	Country	Patent/Publication Number	Publication Number	Status	Application Number
MED5005CANP	Canada			Filed	2817328
MED5005EPEPA	European Patent Convention		EP2687256A1	Filed	13170792.9

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