

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5525861

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYBERSONICS, INC.	05/15/2018
RECEIVING PARTY DATA	
Name:	GYRUS ACMI, INC. D/B/A OLYMPUS SURGICAL TECHNOLOGIES AMERICA
Street Address:	136 TURNPIKE ROAD
City:	SOUTHBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01772
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6689087
Patent Number:	6863136
Patent Number:	6875220
Patent Number:	7387612
Patent Number:	8038630
Patent Number:	8454639
Patent Number:	8845541
Patent Number:	9254140
Patent Number:	9421023
Patent Number:	9504471
Patent Number:	9566079
Patent Number:	9622749
CORRESPONDENCE DATA	
Fax Number:	(508)804-2624
<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:	5088042708
Email:	lisa.mazzone@olympus.com
Correspondent Name:	GYRUS ACMI, INC. D/B/A OLYMPUS SURGICAL TECHNOLOGI
Address Line 1:	136 TURNPIKE ROAD

PATENT

Address Line 4: SOUTHBOROUGH, MASSACHUSETTS 01772	
NAME OF SUBMITTER:	GERALD P. KAZANJIAN
SIGNATURE:	/Gerald P. Kazanjian/
DATE SIGNED:	05/16/2019
Total Attachments: 7 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated May 15, 2018, is entered into by and between Cybersonics, Inc., a New York corporation (“*Assignor*”), and Gyrus ACMI, Inc., a Delaware corporation d/b/a Olympus Surgical Technologies America (“*Assignee*”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of April 10, 2018, by and between Assignor, Assignee and solely for the purposes of Section 9.12 thereof, Geoffrey Bond, as amended by the First Amendment to Asset Purchase Agreement, dated May 15, 2018, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to the Owned Seller Intellectual Property. The Owned Seller Intellectual Property includes the Intellectual Property listed on Schedule 1 attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. COPYRIGHTS

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in and to the copyrights, works of authorship, moral rights and other rights of authorship, attribution, integrity or paternity (“*Copyrights*”) included in the Owned Seller Intellectual Property, and further including any and all (a) registrations, applications for registrations, issuances, extensions and renewals in respect of such Copyrights, including, but not limited to, the registrations and applications for registrations listed on Schedule 1 attached hereto, (b) rights to obtain registrations of such Copyrights in the United States and throughout the world, (c) royalties, fees, income, payments and proceeds arising out of any such Copyrights, and (d) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. TRADEMARKS

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in and to the trademarks, service marks, commercial product or service designations of source, trade dress, logos, slogans, trade names, company names and other indicia of source or origin (“*Trademarks*”) included in the Owned Seller Intellectual Property together with any goodwill that is symbolized by such Trademarks, and further including any and all

(a) registrations, applications for registrations, issuances, extensions and renewals in respect of such Trademarks, including, but not limited to, the registrations and applications for registrations listed on Schedule 1 attached hereto, (b) rights to obtain registrations of such Trademarks throughout the world, (c) royalties, fees, income, payments and proceeds arising out of any such Trademarks, and (d) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future infringements or violations thereof, all in Assignee's sole name.

3. PATENTS

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the patents included in the Owned Seller Intellectual Property, including, but not limited to, the patents and patent applications listed on Schedule 1 attached hereto, and further including any and all (a) rights in any divisional, continuation, continuation-in-part, extension, reexamination, reissue and renewal thereof, (b) rights to obtain patent or equivalent protection therein throughout the world, (c) royalties, fees, income, payments and proceeds arising out of any such patents, and (d) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present, or future infringements or violations thereof, all in Assignee's sole name.

4. TRADE SECRETS

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the trade secrets and other proprietary information, including invention disclosures and unpatented inventions included in the Owned Seller Intellectual Property and further including any and all (a) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

5. DOMAIN NAMES

Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the domain names and other internet addresses included in the Owned Seller Intellectual Property, including the domain names listed on Schedule 1 attached hereto, and further including any and all (a) renewals thereof, (b) rights therein accruing under the applicable law of any jurisdiction, international treaties and conventions included in the Owned Seller Intellectual Property and (c) rights to sue for and recover any and all damages and profits and to seek injunctive relief and any and all other remedies for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

6. FURTHER UNDERTAKINGS

a. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the

parties' intent and/or Assignor's obligations hereunder, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, instruments and papers that are necessary or desirable, in Assignee's sole discretion, to effect, evidence, perfect, consolidate, confirm, vest and/or record Assignee's (or any assignee or successor thereto) full and complete ownership of the Owned Seller Intellectual Property with, for example, the United States Patent and Trademark Office. With respect to the domain names included in the Owned Seller Intellectual Property, such actions may include assisting Assignee in changing the administrative and technical information for the domain names with the applicable domain name registrars, releasing any "locks" placed on such domain names, obtaining the authorization code and providing that code to Assignee and/or confirming the requested transfer upon receipt of a request to do so from the applicable domain name registrars.

7. GENERAL

a. Entire Agreement. This IP Assignment, the Purchase Agreement and the Related Agreements contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Owned Seller Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

b. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement, including Section 9.4 thereof.

c. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

d. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

e. Governing Law. This IP Assignment shall be governed by, and construed in accordance with federal law, and the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

f. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such

portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

g. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 9.8 of the Purchase Agreement shall apply to this Agreement.


h. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in one (1) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

CYBERSONICS, INC.

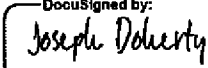
By: 
Name: Geoffrey Bond
Title: President

[Signature page continues]

[Signature Page to Intellectual Property Assignment Agreement]

ASSIGNEE:

GYRUS ACMI, INC. d/b/a OLYMPUS
SURGICAL TECHNOLOGIES AMERICA

By:  DocuSigned by:
28EDB880FC3E4485
Name: Joseph Doherty
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Copyrights

None

Trademarks

1. CYBERWAND

Patents

1. USPN 6,689,087
2. USPN 6,863,136
3. USPN 6,875,220
4. USPN 7,387,612
5. USPN 8,038,630
6. USPN 8,454,639
7. USPN 8,845,541
8. USPN 9,254,140
9. USPN 9,421,023
10. USPN 9,504,471
11. USPN 9,566,079
12. USPN 9,622,749
13. CN 1756512
14. CN 101869499
15. CN 140338815
16. DE 2004002406
17. EP 1581125
18. EP 3008723 (application)
19. IN 217422
20. IN 11286/DELNP/2015 (application)
21. JP 4482458
22. RU 2334477
23. RU 2375004

Domain Names

None