

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5567508

| | |
|---|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| OCCLUSION X PTY LTD | 05/13/2019 |
| RECEIVING PARTY DATA | |
| Name: | VALD PERFORMANCE PTY LTD |
| Street Address: | 75 SANDGATE ROAD |
| Internal Address: | ALBION |
| City: | QUEENSLAND |
| State/Country: | AUSTRALIA |
| Postal Code: | 4010 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 29643508 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)391-0525 |
| <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: | 212-278-0400 |
| Email: | tsayour@cooperdunham.com |
| Correspondent Name: | COOPER & DUNHAM LLP |
| Address Line 1: | 30 ROCKEFELLER PLAZA |
| Address Line 2: | 20TH FLOOR |
| Address Line 4: | NEW YORK, NEW YORK 10112 |
| ATTORNEY DOCKET NUMBER: | 5902/90602-DES-US |
| NAME OF SUBMITTER: | TONIA SAYOUR |
| SIGNATURE: | /Tonia A. Sayour/ |
| DATE SIGNED: | 06/12/2019 |
| Total Attachments: 4 | |
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Confirmatory assignment deed

Dated *21 May* 2019

Parties

Assignor **Occlusion X Pty Ltd ACN 614 394 688**
of 22 Balthasar Court, Rosemeadow NSW 2560 Australia

Assignee **Vald Performance Pty Ltd ACN 603 446 171**
of 75 Sandgate Road, Albion, Queensland 4010 Australia

Background

- A The Assignors are the registered owners of the Assigned IP.
- B The Assigned IP has been assigned to the Assignee under the Asset Purchase Agreement.
- C The parties have agreed to execute this deed for the purpose of recording the assignment of the Assigned IP to the Assignee on the relevant registers.

Agreed terms

1 Definitions

In this deed:

| Term | Definition |
|---------------------------------|---|
| Asset Purchase Agreement | means the Asset Purchase Agreement between Occlusion X Pty Ltd, Uptek Pty Ltd, Joseph Marcus and Vald Performance Pty Ltd dated 21 December 2018. |
| Assigned IP | means the Intellectual Property set out in Schedule 1. |

2 Confirmation of assignment

- (a) The parties hereby confirm that the Assignor's rights, title and interest in the Assigned IP have been assigned to the Assignee under the Asset Purchase Agreement, for good consideration, the receipt and sufficiency of which are hereby acknowledged.
- (b) Assignor agrees to fully cooperate with Assignee in transferring its rights to the Assigned IP to Assignee in accordance herewith and the Asset Purchase Agreement and to execute all lawful documents, which may be reasonably required, all at the sole cost and expense of Assignee, in recordable form, necessary to vest title to the Assigned IP in Assignee.

3 No limitation

Nothing in this deed limits the rights or obligations of the relevant parties under the Asset Purchase Agreement.

4 Governing law and jurisdiction

- (a) The laws of Queensland, Australia, govern this deed.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

5 Counterparts

This deed may be signed in any number of counterparts. All counterparts together make one instrument.

6 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this deed does not affect the right of that party to require performance subsequently.
- (a) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (b) A right under this deed may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

7 Severability

- (a) If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed is not affected.

Schedule 1

Assigned IP

Trade mark

| Trade mark | Number | Jurisdiction | Class | Owner |
|--------------------|---------|--------------|-------|---------------------|
| UPTEK AIRBRANDS | 1890530 | Australia | 9, 10 | Occlusion X Pty Ltd |

Patents

| Title | Number | Inventor | Owner |
|--|-------------------|---------------|---------------------|
| Blood flow occlusion or restriction cuff | PCT/AU2018/051078 | Joseph Marcus | Occlusion X Pty Ltd |

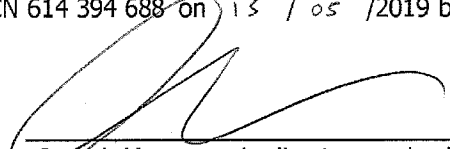
Designs

| Title | Number | Jurisdiction | Owner |
|---|----------------|--------------------------|---------------------|
| Component Module for Blood Occlusion Cuff | 201716218 | Australia | Occlusion X Pty Ltd |
| Component module for blood occlusion cuff | 29/643,508 | United States of America | Occlusion X Pty Ltd |
| Component module for blood occlusion cuff | 201830141568.4 | China | Occlusion X Pty Ltd |
| Component module for blood occlusion cuff | 005228202-0001 | European Union | Occlusion X Pty Ltd |

Execution

EXECUTED as a deed

Executed as a deed in accordance with section 127
of the *Corporations Act 2001*
by Occlusion X Pty Ltd
ACN 614 394 688 on 13 / 05 /2019 by:

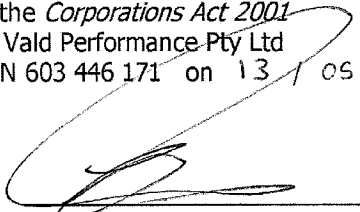


^ Joseph Marcus, sole directory and sole
company secretary

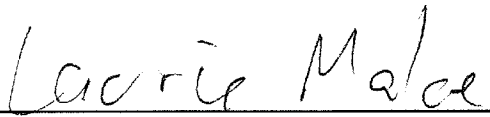


^ Witness

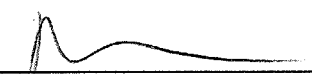
Executed as a deed in accordance with section 127
of the *Corporations Act 2001*
by Vald Performance Pty Ltd
ACN 603 446 171 on 13 / 05 /2019 by:




^ Director



^ Full name of Director



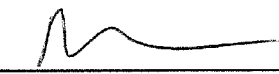
^ Witness



^ Director/Secretary



^ Full name of Director/Secretary



^ Witness