

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5630717

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| LINDA J. BERG | 07/11/2019 |
| RICHARD R. BERG SR. | 07/11/2019 |
| RECEIVING PARTY DATA | |
| Name: | OSPREY GLOBAL, LLC |
| Street Address: | 130 W. PORTER STREET |
| Internal Address: | SUITE 120 |
| City: | CARTERSVILLE |
| State/Country: | GEORGIA |
| Postal Code: | 30120 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16519038 |
| CORRESPONDENCE DATA | |
| Fax Number: | (678)406-8812 |
| <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: | 404-577-6000 |
| Email: | tdavis@bdbbc.com |
| Correspondent Name: | ATLANTA BAKER DONELSON INTELLECTUAL PROP |
| Address Line 1: | MONARCH PLAZA, SUITE 1600 |
| Address Line 2: | 3414 PEACHTREE RD. |
| Address Line 4: | ATLANTA, GEORGIA 30326 |
| ATTORNEY DOCKET NUMBER: | 2913556-7 |
| NAME OF SUBMITTER: | DORIAN B. KENNEDY |
| SIGNATURE: | /Dorian B. Kennedy/ |
| DATE SIGNED: | 07/23/2019 |
| Total Attachments: 4 | |
| source=2913556-7-Assignment#page1.tif | |
| source=2913556-7-Assignment#page2.tif | |
| source=2913556-7-Assignment#page3.tif | |

ASSIGNMENT

This Assignment ("Assignment") is effective as of 7-11-19 ("Effective Date") by and between Linda J. Berg and Richard R. Berg, Sr. (hereinafter "Assignors"), and Osprey Global, LLC (hereinafter "Assignee").

BACKGROUND

WHEREAS, Assignors are the owner of intellectual property for a Catheter System which Assignors have agreed to assign to Assignee, hereinafter referenced as "Assigned Property",

WHEREAS, Assignee has agreed to acquire the Assigned Property;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

ARTICLE 1

ASSIGNORS' GRANT

1. Effective as of the Execution Date of this Agreement, Assignors hereby assign, transfer and convey to Assignee, all right, title, and interest in and to the Assigned Property and all inventions and discoveries claimed therein, including without limitation, the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all present or future infringements. However, Assignee agrees that if Assignee elects to make, use, sell, distribute, have others sell, license, or otherwise profit from the Assigned Property or products made thereunder, then Assignee will pay Assignors a total royalty fee of fifty percent (50%) of all profits received by Assignee. Profits are hereby defined as the Net Sales minus any cost associated with the Net Sales. Net Sales is hereby defined as the gross invoice price to third party trade customers, less only actual returns, freight allowances to third party customers, volume rebates specifically relating to the products or other trade discounts and allowances as supported by sufficient evidence such as a credit memoranda.

ARTICLE 2

RIGHTS AND DUTIES

- 2.1 No later than 30 days after the Execution Date, Assignors agree to deliver to Assignee all files and original documents owned or controlled by Assignors relating to the Assigned Property including without limitation: assignments, invention disclosures, laboratory notebooks, correspondence to and from counsel, and prosecution files.

- 2.2 Assignors agree to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts necessary to perfect the title herein conveyed. Assignors agree to use best efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Assignee the benefit of the transactions contemplated hereby.
- 2.3 Assignors agree to fully cooperate in any litigation or proceeding (including but not limited to interference proceedings) relating to the Assigned Property, such cooperation including but not limited to making witnesses available and providing evidence of invention dates or other facts relating to the patent or pending patent application and the history thereof.

ARTICLE 3

WARRANTIES

- 3.1 Assignors represent and warrant to Assignee that Assignors have made no agreement with any third party and will make no agreement in the future with any third party which is inconsistent with the terms and conditions of this Assignment.
- 3.2 Assignors represent and warrant to Assignee that (a) Assignors have good and marketable title to any patent or pending patent application, including without limitation all rights, title, and interest in the patent or patent application; (b) as of the Execution Date, Assignors have the exclusive right to sue for present and future infringement thereof; (c) as of the Execution Date, any patent or pending patent application is free and clear of all restrictions on transfer, licenses, liens, mortgages, security interests, or other encumbrances; (d) there are no pending or threatened legal actions, claims, or proceedings relating in any way to the patent or pending patent application; and (e) to Assignors' knowledge and the knowledge of its officers, as of the Execution Date, the commercialization of the Assigned Property would not infringe any third party rights, including but not limited to patent rights.
- 3.3 Each party represents that the individual signing this Assignment on that party's behalf has been duly authorized to undertake the obligations and to bind the corporation, partnership, or limited liability company to carry out the terms herein.

ARTICLE 4

MISCELLANEOUS

- 4.1 The construction, performance and interpretation of this Assignment shall be governed by the laws of the State of Georgia, without regard to principles of conflicts of law.
- 4.2 Each party hereby agrees to personal jurisdiction only in the courts of the State of Georgia or the Federal courts sitting therein and to venue only within Georgia for all disputes and litigation arising under or relating to this Assignment.
- 4.3 The provisions of this Assignment contain the entire agreement between the parties relating the assignment herein, and supersede all prior agreements and understandings relating to the subject matter hereof.
- 4.4 This Assignment may not be amended, changed, supplemented, waived or otherwise modified except by an instrument in writing signed by both of the parties hereto.
- 4.5 The failure of any party hereto to exercise any right, power or remedy provided under this Assignment, or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- 4.6 If any term, covenant or provision contained herein shall be invalid or illegal, such invalidity or illegality shall not impair, invalidate or nullify the other terms, covenants and provisions hereof, provided the primary purposes and intentions of the parties can still be accomplished.
- 4.7 Assignors may not assign any rights or delegate any duties under this Assignment.
- 4.8 This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all the parties hereto.

WHEREFORE, Assignors and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers to be effective as of the Effective Date.

Name: Linda J. Berg
(Linda J. Berg)

Name: Richard R. Berg, Sr.
(Richard R. Berg, Sr.)

Osprey Global, LLC
("Assignee")

By _____

By _____

By _____

Title

Date: 7-11-19

Date: 7-11-19

Date: _____