

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5902542

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CSA MEDICAL, INC.	12/03/2019
RECEIVING PARTY DATA		
Name:	UNITED STATES ENDOSCOPY GROUP, INC.	
Street Address:	5976 HEISLEY ROAD	
City:	MENTOR	
State/Country:	OHIO	
Postal Code:	44060	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Application Number:	16539105	
PCT Number:	US1946282	
Application Number:	62718567	
Application Number:	62536588	
Application Number:	16043356	
Application Number:	62633121	
Application Number:	16280959	
Application Number:	16280976	
Application Number:	62361576	
Application Number:	62414099	
Application Number:	15648397	
PCT Number:	US1918829	
PCT Number:	US1918832	
PCT Number:	US1741729	
PCT Number:	US1741963	
CORRESPONDENCE DATA		
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Correspondent Name: TODD R. TUCKER
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Address Line 2: 1405 EAST SIXTH STREET
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ATTORNEY DOCKET NUMBER: 22344.03905 CSA

NAME OF SUBMITTER: TODD R. TUCKER

SIGNATURE: /Mary Gillette for Todd R. Tucker/

DATE SIGNED: 01/09/2020

Total Attachments: 8

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PATENT ASSIGNMENT

This Patent Assignment Agreement (the "Patent Assignment") is made as of December 3, 2019 (the "Effective Date"), by and between CSA Medical, Inc., a Maryland corporation (the "Assignor"), and United States Endoscopy Group, Inc., an Ohio corporation ("Assignee") (each a "Party" and together, the "Parties").

WHEREAS, Assignor and Assignee are parties to that Asset Purchase Agreement, dated as of even date herewith (as it may be amended or supplemented, the "Purchase Agreement"), and have agreed, pursuant to the Purchase Agreement, to enter into this Patent Assignment;

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee or its designees all right, title and interest in and to certain Acquired Intellectual Property associated with the Business, including certain Patents included therein, and Assignor has agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used in this Patent Assignment shall have the meanings ascribed to such terms in this Patent Assignment. Capitalized terms used but not otherwise defined in this Patent Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively the "Patent Rights") free and clear of all liens and encumbrances:

- (a) the Patents and Patent applications set forth in Schedule I;
- (b) each Patent that derives priority from any of the Patents described in clause "(a)" above, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions, provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that derive priority from any of the Patents described in clause "(a)" above, and each patent issuing on any of the foregoing;
- (c) each Patent that is referenced by a terminal disclaimer filed in connection with any of the Patents identified in clause "(a)" or clause "(b)" above (each Patent described in clauses "(a)" through and including "(c)", collectively, the "Assigned Patents");

(d) all subject matter, and each invention, claimed or disclosed in each of the Assigned Patents and all embodiments of such subject matter and inventions (collectively, the "Inventions");

(e) all rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to each Assigned Patent and Invention, including the right to apply for Patents pursuant to any convention, treaty, agreement or understanding;

(f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 3. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Notwithstanding anything to the contrary in this Patent Assignment, Assignee shall be responsible for preparing and filing all instruments and documents necessary to affect the assignment of the Assigned Patents to Assignee, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required). Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Patent Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Patent Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

Section 4. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee

with respect to the Assigned Patents. This Patent Assignment shall have no effect on the terms and conditions of the Purchase Agreement or any other documents executed in connection with the Purchase Agreement. In the event of a conflict between the terms of this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Section 5. Counterparts. This Patent Assignment may be executed in counterparts (including by facsimile or electronic submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.

Section 6. Severability. If any part or parts of this Patent Assignment shall be held unenforceable for any reason: (a) the remainder of this Patent Assignment shall continue in full force and effect, and (b) by a court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

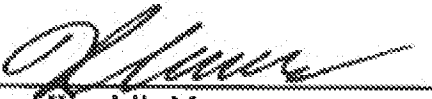
Section 7. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to the conflicts of law rules that would result in the application of the Laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Patent Assignment as of the date first written above.

CSA MEDICAL, INC.

By: 
Name: Wendelin Maners
Title: President

**UNITED STATES ENDOSCOPY
GROUP, INC.**

By: _____
Name:
Title:

[Signature Page to Patent Assignment Agreement]

**PATENT
REEL: 051466 FRAME: 0404**

IN WITNESS WHEREOF, the Parties have duly executed this Patent Assignment as of the date first written above.

CSA MEDICAL, INC.

By: _____
Name:
Title:

**UNITED STATES ENDOSCOPY
GROUP, INC.**

By: _____
Name: Michael J. Tokich
Title: President

SCHEDULE I

ASSIGNED PATENTS

FAMILY/FILE NUMBER	TITLE	DESCRIPTION	SERIAL NO.	COUNTRY	STATUS	FILING DATE
8177CSA0042	DEVICES AND METHODS FOR ISOLATING A TREATMENT REGION IN THE BODY FROM OTHER REGIONS	Diaphragm with balloon expansion mechanism and suction rim for sealing	16539105	US	Pending	08/13/2019
	DEVICES AND METHODS FOR ISOLATING A TREATMENT REGION IN THE BODY FROM OTHER REGIONS		PCT/US19/46282	WO	Pending	08/13/19
	SUCTION DIAPHRAGM FOR ISOLATING THE STOMACH AND LOWER GI TRACT FROM THE ESOPHAGUS		62718567	US	Expired Provisional	8/14/18
	SYSTEMS AND METHODS TO TREAT WOUNDS		62/536,588	US	Expired Provisional	07/25/2017
8177CSA0045	SYSTEMS AND METHODS TO TREAT WOUNDS	Devices and Methods for application of cryospray as a therapy to treat wounds	16043356 (Publication Number 2019-0029745)	US	Published - Awaiting First OA	07/24/2018
	SYSTEMS AND METHODS TO ENHANCE RADIAL SPRAY FROM A CATHETER		62/633,121	US	Expired Provisional	02/21/2018
8177CSA0038	SYSTEMS AND METHODS TO ENHANCE RADIAL SPRAY FROM A CATHETER	Radial spray diffuser	16280959 (Publication Number 2019-0254733)	US	Published - Awaiting First OA	02/20/2019

PATENT

SCHEDULE I

ASSIGNED PATENTS

FAMILY/FILE NUMBER	TITLE	DESCRIPTION	SERIAL NO.	COUNTRY	STATUS	FILING DATE
8177CSA0038	SYSTEMS AND METHODS TO ENHANCE RADIAL SPRAY FROM A CATHETER		PCT/US2019/18829 (Publication Number 2019/164991)	WO	Published - National II deadline 08/21/2020	02/20/2019
8177CSA0040	DEVICES AND METHODS FOR FLUID DISTRIBUTION FROM A CATHETER	Annular spray device for fluid distribution	16280976 (Publication Number 2019-0255281)	US	Published - Awaiting First OA	02/20/2019
8177CSA0040	DEVICES AND METHODS FOR FLUID DISTRIBUTION FROM A CATHETER		PCT/US2019/18832 (Publication Number 2019/164994)	WO	Published - National II deadline 08/21/2020	02/20/2019
	SYSTEMS AND METHODS TO BLOCK OR INHIBIT GAS PROGRESSION DURING SPRAY CRYOTHERAPY		62/361,576	US	Expired Provisional	07/13/2016
	SYSTEMS AND METHODS TO BLOCK OR INHIBIT GAS PROGRESSION DURING SPRAY CRYOTHERAPY		62/414,099	US	Expired Provisional	10/28/2016

PATENT

SCHEDULE I**ASSIGNED PATENTS**

FAMILY/FILE NUMBER	TITLE	DESCRIPTION	SERIAL NO.	COUNTRY	STATUS	FILING DATE
8177CSA0023	SYSTEMS AND METHODS TO BLOCK OR INHIBIT GAS PROGRESSION DURING SPRAY CRYOTHERAPY	Distal blocking balloon	15648397 (Publication Number 2018/0014868)	US	Published -- Non- Final OA issued 09/05/2019	07/12/2017
8177CSA0023	SYSTEMS AND METHODS TO BLOCK OR INHIBIT GAS PROGRESSION DURING SPRAY CRYOTHERAPY		PCT/US2017/041729 (Publication Number 2018/013699)	WO	Abandoned -- No National Stage Applications Filed	07/12/2017
8177CSA0023	SYSTEMS AND METHODS TO BLOCK OR INHIBIT GAS PROGRESSION DURING SPRAY CRYOTHERAPY		PCT/US2017/041963 (Publication Number 2018/013828)	WO	Abandoned -- No National Stage Applications Filed	07/13/2017

4846-6888-5166, v. 1

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RECORDED: 01/09/2020