

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5904883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DERMAPORT, INC.	04/23/2019
RECEIVING PARTY DATA	
Name:	IRRAS USA, INC.
Street Address:	11975 EL CAMINO REAL
Internal Address:	3RD FLOOR
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7731697
Patent Number:	7794431
Patent Number:	8021340
Patent Number:	7604617
Patent Number:	8655455
CORRESPONDENCE DATA	
Fax Number:	(412)471-4094
<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:	412-471-8815
Email:	assignments@webblaw.com
Correspondent Name:	THE WEBB LAW FIRM
Address Line 1:	ONE GATEWAY CENTER
Address Line 2:	420 FT. DUQUESNE BLVD, SUITE 1200
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222
ATTORNEY DOCKET NUMBER:	6184-1708604
NAME OF SUBMITTER:	BRYAN P. CLARK, REG NO. 60,465
SIGNATURE:	/Bryan P. Clark/
DATE SIGNED:	01/10/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement"), effective as of April 23, 2019, (the "Effective Date"), is by and between DermaPort, Inc., a Delaware corporation (the "Seller"), and IRRAS USA, Inc., a Delaware corporation (the "Buyer"), the Buyer of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of April 23, 2019 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents, including but not limited to any registrations and applications, set forth in Schedule A hereto and all issuances, extensions, and renewals thereof (the "Transferred Patents");

(b) the trademarks, including but not limited to any registrations and applications, set forth in Schedule B hereto and all issuances, extensions, and renewals thereof (the "Transferred Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(d) 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;

(e) 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, dilution, 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; and

(f) any other Intellectual Property as defined in the Purchase Agreement.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

DermaPort, Inc.

By: 

Name: Gregory Zikos

Title: President, CEO

Declaration of Acceptance: ASSIGNEE agrees to the aforementioned assignment and applies for recording of the assignment in the register of the corresponding Patent and Trademark Offices.

IRRAS USA, Inc.

By: 

Name: Kleanthis G. Xanthopoulos, Ph.D.

Title: President, CEO

SCHEDULE A:

Transferred Patents

Patent Number (Application Number)	Issue Date (Filing Date)	Title	Inventors	Country/ Patent Office
U.S. 7,731,697 (11/708,445)	2010-06-08 (2007-02-20)	Apparatus and Method for Percutaneous Catheter Implantation and Replacement	Porter, Vidal, Redmond, Moran, Kaluźniak, Janis	US
U.S. 7,794,431 (11/650,795)	2010-09-14 (2007-01-06)	Apparatus and Method for the Replacement of an Implanted Catheter	Porter, Vidal, Redmond, Moran, Kaluźniak, Janis	US
U.S. 8,021,340 (12/321,962)	2011-09-20 (2009-01-26)	Enhanced Apparatus for Percutaneous Catheter Implantation and Replacement	Porter, Vidal, Redmond, Moran, Kaluźniak, Janis, Chapman	US
EP 1 986 717 (07717945.5)	2010-09-06 (2007-06-01)	Apparatus for Facilitating the Replacement of an Implanted Catheter	Porter, Vidal, Redmond, Moran, Kaluźniak, Janis	EP
CA 2 636 789 (2007/000191)	2014-11-18 (2007-01-06)	Apparatus for Facilitating the Replacement of an Implanted Catheter	Porter, Vidal, Redmond, Moran, Kaluźniak, Janis	CA
JP 4 909 992 (530058/2008)	2012-01-20 2006-08-11	Method for Bonding Titanium Based Mesh to a Titanium Based Substrate	Purnell	JP
U.S. 7,604,617 (10/821,383)	2009-10-20 (2004-04-09)	Percutaneously Implantable Medical Device Configured to Promote Tissue Ingrowth	Porter, Vidal, Redmond, Moran	US
EP 1613252 (04759389.2)	2016-03-19 (2004-04-09)	Percutaneously Implantable Medical Device Configured to Promote Tissue Ingrowth	Porter, Vidal, Redmond, Moran	EP
CA 2 520 252 (2004 011079)	2012-06-19 (2004-04-09)	Percutaneously Implantable Medical Device Configured to Promote Tissue Ingrowth	Porter, Vidal, Redmond, Moran	CA
AU 2004 229483 (2004 011079)	2010-09-16 (2004-04-09)	Percutaneously Implantable Medical Device Configured to Promote Tissue Ingrowth	Porter, Vidal, Redmond, Moran	AU
U.S. 8,655,455 (13/500,731)	2014-02-18 (2012-04-20)	Neural Stimulator with Percutaneous Connectivity	Mann, He	US
AU 2010 307296 (2010 307296)	2014-12-18 (2010-09-30)	Neural Stimulator with Percutaneous Connectivity	Mann, He	AU

**SCHEDULE B:
Transferred Trademarks**

Word Mark	DERMAPORT
Goods and Services	IC 010. US 026 039 044. G & S: Implantable medical devices, namely, kits comprising sleeves, seals, anchors, brakes, sheaths, introducers, dilators, guide wires, tunnelers, and catheters for facilitating the percutaneous implantation and exchange of catheters
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	87426253
Filing Date	April 26, 2017
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	September 12, 2017
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE