

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5964029

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	11/21/2019	
CONVEYING PARTY DATA		
Name		Execution Date
KATOR, LLC		11/20/2019
RECEIVING PARTY DATA		
Name:	SF MERGER CORP.	
Street Address:	505 PARK AVENUE, 17TH FLOOR	
Internal Address:	C/O HEALTHPOINTCAPITAL, LLC	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Application Number:	61558933	
Application Number:	61560694	
Application Number:	61597066	
Application Number:	61597138	
Application Number:	62200696	
Application Number:	62219182	
Application Number:	62193888	
Application Number:	13674849	
Application Number:	13674825	
Application Number:	13674837	
Application Number:	15093565	
Application Number:	15093577	
Application Number:	13674862	
Application Number:	14532905	
Application Number:	16265823	
Application Number:	14822761	
PCT Number:	US2012064669	
Application Number:	15224273	

PATENT

Property Type	Number
Application Number:	15224284
Application Number:	16268973
PCT Number:	US2016045067
Application Number:	15260546
Application Number:	15211764
Application Number:	15211673
Application Number:	16355631
Application Number:	15887095
Application Number:	15277231
Application Number:	16680464

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8016770700

Email: dave@maywoodip.com

Correspondent Name: DAVID MEIBOS

Address Line 1: 6800 NORTH 2400 WEST

Address Line 4: AMALGA, UTAH 84335

ATTORNEY DOCKET NUMBER: IPP-0030-US14

NAME OF SUBMITTER: DAVID MEIBOS

SIGNATURE: /David Meibos/

DATE SIGNED: 02/14/2020

Total Attachments: 6

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is entered into and made effective this 21st day of November, 2019, by and between KATOR, LLC, a Delaware limited liability company (the “**Assignor**”) and SF Merger Corp., a Delaware corporation (the “**Assignee**”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of November 21, 2019, between the Assignor, the Assignee and CRES Holdings, Inc., a Delaware corporation (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor is transferring certain assets and liabilities of Assignor to Assignee; and

WHEREAS, the Purchase Agreement contemplates Assignor and Assignee entering into this Assignment in order to effectuate certain of the transfers contemplated by the Purchase Agreement in accordance with the terms and conditions set forth therein and herein.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers unto Assignee, its successors, legal representatives and assigns, all of Assignor’s rights and interests in and under any and all Patents included in the Intellectual Property Assets (hereinafter, collectively, the “**Assigned Patents**”), which are listed on Appendix A.

2. Assignor further sells, transfers, conveys, assigns and delivers unto Assignee, its successors, legal representatives and assigns all of Assignor’s rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Assigned Patents, including without limitation for past, present or future infringement, misappropriation, or other unauthorized use or misuse of any of the Assigned Patents, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation or unauthorized use or misuse of any of the Assigned Patents.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any official of any country in which the Assigned Patents are pending or issued whose duty it is to issue patents or other evidence or forms of industrial property protection on any applications described herein, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

4. Assignor hereby covenants and agrees that it will not execute any agreement in conflict herewith.

5. Assignor, at Assignee’s expense, hereby agrees to prepare, execute and, if required under applicable Law, have notarized any further intellectual property assignments required to transfer the Assigned Patents to Assignee.

6. Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and in its behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or

perfect Assignee's rights under this Assignment, including without limitation as required or contemplated by Section 5 hereof or by the Purchase Agreement, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns. Assignor agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Assignor.

7. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

8. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Assignor or Assignee

9. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.

10. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignor: KATOR, LLC

Signature:



Typed T. Wade Fallin

Name:

Title: CEO and Manager

Address: 210 East 200 South

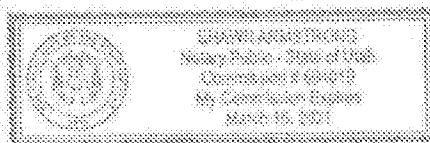
Hyde Park, UT 84318

Date:

State of Utah } SS.:
County of Salt Lake

On this 20th day of November, 2019, before me, Shawn Armstrong,
Notary Public, personally appeared Thomas Wade Fallin, personally known to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and
that by [his/her] signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal

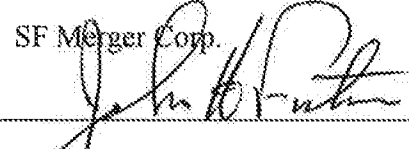


SIGNATURE PAGE
PATENT ASSIGNMENT

PATENT
REEL: 051819 FRAME: 0936

HEREBY ACKNOWLEDGED AND AGREED TO:

Assignee: SF Merger Corp.

Signature: 

Typed Name: John H. Foster

Title: Chief Executive Officer

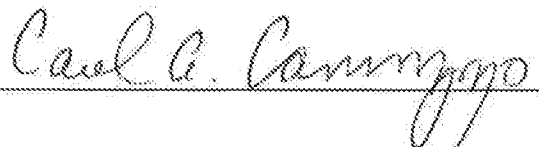
Address: c/o HealthpointCapital, LLC
505 Park Avenue, 17th Floor

Date: New York, New York 10017

State of New York }
County of New York } SS.:

On this 19th day of November, 2019, before me, Carol A. Cannizzo
Notary Public, personally appeared John H. Foster, personally known to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal



CAROL A. CANNIZZO
Notary Public-State of New York
No. 01CA6173304
Qualified in Kings County
Commission Expires August 27, 2023

SIGNATURE PAGE
PATENT ASSIGNMENT

PATENT
REEL: 051819 FRAME: 0937

Appendix A
Assigned Patents

[See attached]

Provisional			Non-provisional			
Company	Technology	Docket	App No	Date	Title	Status
VentureMD (successor to VentureMD Innovations)	Transosseous Passing	IPP-0030-US001	62/558,933	11/17/11	Transosseous Attachment	Expired
	Knotless Suture Anchor					
	Transosseous + Knotless Anchor Method	IPP-0030-US002	61/560,694	11/16/11	Osseous Attachment Device	Expired
	Transosseous + Knotless Anchor Method	IPP-0030-US003	61/597,066	02/09/12	Transosseous Attachment	Expired
	Knotless Suture Anchor	IPP-0030-US004	61/597,138	02/09/12	Osseous Attachment Device	Expired
	Transosseous + Knotless Anchor Method	IPP-0030-US005	61/597,066	02/09/12	Transosseous Attachment	Expired
KATOR						
LEGEND						