# 505917312 02/14/2020

## 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 REEL: 051819 FRAME: 0932

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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**

source=Patent Assignment (KATOR LLC) EXECUTED#page1.tif source=Patent Assignment (KATOR LLC) EXECUTED#page2.tif source=Patent Assignment (KATOR LLC) EXECUTED#page3.tif source=Patent Assignment (KATOR LLC) EXECUTED#page4.tif source=Patent Assignment (KATOR LLC) EXECUTED#page5.tif source=Patent Assignment (KATOR LLC) EXECUTED#page6.tif

#### PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this "**Assignment**") is entered into and made effective this 21<sup>st</sup> 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 Sta

WITNESS my hand and official seal

SIGNATURE PAGE PATENT ASSIGNMENT

## HEREBY ACKNOWLEDGED AND AGREED TO:

Assignee:

SF Merger Copp

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 NCWYOLK SS.:

On this 19th day of November, 2019, before me, Carol A. Cana 2200 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, 20

> SIGNATURE PAGE PATENT ASSIGNMENT

Appendix A

**Assigned Patents** 

[See attached]

A-1

93504785v.2

						KATOR											Innovations)	Vont.	VentureMD (successor to					Company	
Biceps tenodesis	BoneStitch Transosseous Passer		Transosseous Passer	Arc	Repair Constructs				Knotless Suture Anchor				Anchor Method	Transosseous + Knotless	NIIOGES SACALE MICHOL	Vaction Siture Anchor	Transosseous + Knotless Anchor Method			Transosseous + Knotless Anchor Method		Knotless Suture Anchor	Transosseous Passing	Technology	
			IDP DOST USDI		E0Sft 1500-ddt				IPP-0051-US02				PP-0030-US03	705ft 0200-ddf 105ft 0800-ddf		LPP-0030-US04		F0SU-0630-449			EUSH-US-UU ddi		PP-0030-US01	Docket	
			62/193 888		62/219,182				62/200,696				act traces	Official office		61/597,138		61/597,066			469 UMS/119		61/558,933	App No	Provisional
		17.00	7/17/15		9/16/15				8/4/15				act Carons	Shake process		02/09/12		92/09/12		20) 200 20	11/36/11		11/13/11	Date	
		Method	Transcsseous Guide and		Transpisseous Sature Constructs				Suture Anchor				OCE MACON	seed of the local		Ossebus Attachment Device		Transosseous Attachment			Oxeous Attachased Device		Fransosseous Attachment	Title	
			Expired		Expired				Expired				STORY MANAGEMENT	e de composito de		Expired		Expired		4.7 pts 4.44	Exmired		Expired	Status	
(GP IPP-0051-US05)	IPP-0051-US10 (CIP of IPP-0051-US05)	IPP-0051-US12 (CON of IPP-0051-US04)	IPP-0051-US05	IPP-0051-US04	805/I-1500-44f	IPP-0051-AU01	IPP-0051-EP01	IPP-0051-CA01	IPP-0051-WO01	IPP-0051-US11 (CON of IPP-0051-US06)	IPP-0051-US07	IPP-0051-US06	IPP-0030-EP01	IPP-0030-WO01	IPP-0030-US11 (CON IPP-0030-US06)	IPP-0030-US14 (CON IPP-0030-US11)	(GP IPP-0030-US10	605/I-06500-44t	IPP-0030-US13 (CIP IPP-0030-US07)	IPP-0030-US12 (CIP IPP-0030-US07)	IPP-0030-US07	IPP-0030-US06	IPP-0030-US08	Docket	
15/277,231	15/887,095	16/355,631	15/211,673	15/211,764	15/260,546	2016302127	16833705.3	2,993,811	PCT/US16/45067	16/268,973	15/224,284	15/224,273	12846903.8	PCT/US2012/064669	14/822,761	16/265,823	14/532,905	13/674,862	15/093,577	15/093,565	13/674,837	13/674,825	13/674,849	App No	
9/27/16	2/2/18	7/15/16	7/15/16	7/15/16	9/9/16	8/1/16	8/1/16	8/1/16	8/1/16	2/6/19	7/29/16	7/29/16	06/05/14	11/12/12	8/10/15	2/1/19	11/4/14	11/12/12	4/7/16	4/7/16	11/12/12	11/12/12	11/12/12	Date	
US20170112511A1	US20180153566A1	US20170014172A1	US20170014223A1	US20170014172A1		pending	pending	pending	WO2017023883	US20190167251A1	US20170035552A1	US20170035409A1	EP2775937	WO201307123	US20150342597A1	US20190167250A1	US20150057706A1	US20130123809A1	US20160213370A1	US20160228118A1	US20130123843A1	US20130123842A1	US20130123840A1	Publication No	Non-provisional
4/27/17	6/7/18	1/19/17	1/19/17	1/19/17		pending	pending	pending	2/9/17	6/6/19	2/9/17	2/9/17	7/20/16	5/16/13	12/3/15	6/6/19	2/6/15	05/16/13	7/28/16	8/11/16	5/16/13	5/16/13	5/16/13	Date	
Transosseous Method	Transosseous Guide and Method	Transosseous Guide	Transosseous Method	Transosseous Guide	Transssedus Suture Constructs	Transosseous Suture Anchor	Transosseous Suture Anchor Method	Transosseous Suture Anchor	Transosseous Attachment Instrument and Anchor	Transosseous Attachment Instrument and Anchor	Suture Anchor	Suture Anchor	Suture Anchor and Method	Transosseous Attachment	Knotless Soft Tissue Attachment	Soft Tissue Attachment	Method of Anchoring a Suture	Suture Anchor	Transosseous Attachment	Title					
US9,962,174 05/08/2018	Awaiting 1st OA	Awaiting 1st OA	US10,154,868 12/18/2018	US10,258,401 04/16/2019	RRR mailed 9/19/18 Abandoned	Awaiting 1st OA	Awaiting 1st OA	Awaiting 1st OA	IntilStage	Awaiting 1st OA	US10,143,462 12/04/2018	US10,226,243 03/12/19	Inadvertently Abandoned	Int'l Stage	10,194,898 02/05/2019	Awaiting 1st OA	US10,470,756 11/12/19	Abandoned	Received OA 10/1/19	NOA 9/10/2019	US10,136,883 11/27/2018	US9,131,937 09/15/2015	US9,782,165 10/10/2017	Status	

LEGEND	2
Statement of Use	SOU
Notice of Allowance	NOA
Non Final Office Action	NFOA
Office Action Response	OAR

PATENT REEL: 051819 FRAME: 0939

**RECORDED: 02/14/2020**