

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6057174

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT K LARK	04/01/2020
EDWARD C SKOLNICK	04/01/2020
PRANALI TAMBE	04/01/2020
ANTOINE KAESLIN	04/01/2020
RECEIVING PARTY DATA	
Name:	INNOVATIONS 4 SURGERY, LLC
Street Address:	716 MT. CARMEL CHURCH ROAD
City:	CHAPEL HILL
State/Country:	NORTH CAROLINA
Postal Code:	27517
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	RE47883
CORRESPONDENCE DATA	
Fax Number:	
<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:	9199320527
Email:	robert.rmwhitelaw@gmail.com
Correspondent Name:	ROBERT M. WHITE
Address Line 1:	5516 JOMALI DRIVE
Address Line 4:	DURHAM, NORTH CAROLINA 27705
NAME OF SUBMITTER:	ROBERT M. WHITE
SIGNATURE:	/Robert M. White/
DATE SIGNED:	04/12/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
OF
Innovations 4 Surgery, LLC
(A Member Managed North Carolina Limited Liability Company)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of April 1, 2020 (the Effective Date), by and between (i) Robert K. Lark, Edward C. Skolnick, Antoine Kaeslin, and Pranali Tambe (the "Members"), and (ii) Innovations 4 Surgery, LLC (the "Company").

WHEREAS, the Company is a North Carolina Limited Liability Company formed on September 5, 2017, as evidenced by Articles of Organization filed with the North Carolina Secretary of State; and

WHEREAS, the Members are the owners of Patent # RE47,883, which is a Reissue of Patent # 9,554,809 (the "Intellectual Property"); and

WHEREAS, the Members agree to assign all rights, title, and interest in the Intellectual Property stated above to the Company; and

WHEREAS, the Company agrees to accept the assignment of all rights, title, and interest in the Intellectual Property of the Members.

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

1. Assignment. The Members (the "Assignors") hereby perpetually, irrevocably, and unconditionally assign, transfer, and convey to the Company (the "Assignee") and its successors and assigns, all of Assignors' rights, title, and interest in and to the Intellectual Property. Assignors further perpetually, irrevocably, and unconditionally assign, transfer, and convey to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the intellectual property rights included in the Intellectual Property, including all rights to sue for and to receive and recover all profits and damages

accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements.

2. Representation of the Members. The Members hereby represent and warrant to the Company that the Members are the legal owners of all rights, title, and interest in the Intellectual Property, that such Intellectual Property is not subject to any Encumbrances, and that the Members have all requisite authority and power to assign, transfer and convey such Intellectual Property to the Company as contemplated and effected hereby. "Encumbrances" shall mean any mortgage, charge, pledge, lien, equities, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement over or in any property, assets or rights of any nature and includes any agreement for any of the same.

3. Further Assurances. The Members acknowledge and agree to take all action and execute all documents as the Company may reasonably request to effectuate the assignment, transfer and conveyance of the Intellectual Property and the vesting of complete and exclusive ownership of the Intellectual Property in the Company. In addition, the Members will, at the request and sole cost and expense of the Company, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as the Company may reasonably require to procure, maintain, and enforce intellectual property rights in the Intellectual Property.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Severability. In the event any provision of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable or become unlawful in its operation, such provision shall not affect the rights and duties of the parties with regard to the remaining provisions of this Agreement which shall continue as binding.

6. 3rd Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the parties hereto and their respective successors and assigns, and no other person or entity shall be a direct or indirect beneficiary of or shall have any direct or indirect cause of action or claim in connection with this Agreement, nor is anything in this Agreement intended to

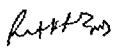
relieve or discharge the obligation or liability of any third person or entity to any party to this Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the conflicts of laws principles thereof.


9. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, understandings or representations, whether oral or written, and may be waived or modified only by a subsequent written agreement signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns

IN WITNESS whereof, the parties hereto have duly executed this Agreement on the Effective Date.

MEMBERS/MANAGERS:

By: 
Robert K. Lark, Member/Manager

By: Edward C. Skolnick
Edward C. Skolnick, Member/Manager

By: 
Pranali Tambe, Member/Manager

By: Antoine Kaeslin
Antoine Kaeslin, Member/Manager