

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6062223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LEONARD INESON	01/27/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COVIDIEN LP
<b>Street Address:</b>	15 HAMPSHIRE STREET
<b>City:</b>	MANSFIELD
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02048
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16849110
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	303-530-6138
<b>Email:</b>	rs.patents.two@medtronic.com, docket@carterdeluca.com, jdascoli@carterdeluca.com
<b>Correspondent Name:</b>	COVIDIEN LP ATTN: IP LEGAL
<b>Address Line 1:</b>	5920 LONGBOW DRIVE
<b>Address Line 2:</b>	MAIL STOP A36
<b>Address Line 4:</b>	BOULDER, COLORADO 80301-3299
<b>ATTORNEY DOCKET NUMBER:</b>	356552US01DIV
<b>NAME OF SUBMITTER:</b>	BRADLEY J. SHELOWITZ
<b>SIGNATURE:</b>	/Bradley J. Shelowitz, Reg. #69388/
<b>DATE SIGNED:</b>	04/15/2020
<b>Total Attachments: 9</b>	
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## SECTION 85 ASSET SALE AGREEMENT

THIS AGREEMENT made as of the 27<sup>th</sup> day of January, 2014,

BETWEEN:

LEONARD INESON,

(hereinafter called the "Vendor")

OF THE FIRST PART

- and -

INSTRUMENTAL INC., a corporation incorporated  
under the laws of Ontario,

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS:

(A) The Vendor has agreed to sell and the Purchaser has agreed to purchase certain assets described in Schedule "A" annexed hereto ("Purchased Assets") on the terms and conditions hereinafter set forth;

(B) The Vendor is the beneficial owner of the assets listed in Schedule "A";

(C) The Vendor and the Purchaser are "related" as defined in the Income Tax Act (Canada), and therefore do not deal at arm's length within the meaning thereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration now given by the Purchaser to the Vendor and more particularly described herein (the receipt and sufficiency of which the Vendor hereby acknowledges) and in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

### 1. Purchase and Sale

Subject to the terms and conditions hereof, the Vendor hereby forever and absolutely grants, bargains, sells, assigns, transfers, conveys and sets over onto the Purchaser and the Purchaser hereby purchases from the Vendor as, at and from the commencement of business on the 27<sup>th</sup> day of January, 2014, the beneficial right, title and interest of the Vendor into and under the Purchased Assets.

### 2. Purchase Price

The purchase price payable to the Vendor for the Purchased Assets shall be an amount equal to [REDACTED] ("Purchase Price") which is estimated by the parties hereto to be the aggregate fair market value of the Purchased Assets as of the date hereof.

### 3. Satisfaction of Purchase Price

The Purchase Price shall be satisfied by the issuance to the Vendor of [REDACTED] Class "B" Preference Shares in capital of the Purchaser. The said shares shall be issued forthwith by the Purchaser as fully paid and non-assessable.

#### 4. **Subsection 85 (1) Election**

The Vendor and the Purchaser shall execute and file a joint election pursuant to subsection 85(1) of the Income Tax Act (Canada) ("Act") and any similar provision of provincial law as necessary in prescribed form and within the prescribed time, including any amended elections that may be desirable. This joint election shall provide that the amount ("Elected Amount") elected to be the proceeds of disposition to the Vendor and the cost of acquisition to the Purchaser of the Purchased Assets shall be the sum of **\$1.00**.

#### 5. **H.S.T. Election**

Vendor and Purchaser warrant and represent that they are each registered under part IX of the Excise Tax Act (Canada) and hereby covenant and agree to jointly execute such election as permitted by the legislation such that there is no Harmonized Sales Tax payable as a consequence of this transaction.

#### 6. **Taxes**

Any provincial or municipal retail sales tax, land transfer tax or other similar taxes (other than taxes on income) exigible in respect of the sale and purchase of the Purchased Assets shall be payable by the Purchaser.

#### 7. **Bulk Sales Act**

The Purchaser hereby waives compliance with the provisions of the Bulk Sales Act (Ontario). The Vendor hereby indemnifies and shall forever save the Purchase harmless from and against all debts, liabilities, expenses, accounts, actions, causes of action, suits, damages, costs, claims, demands and losses to which the Purchaser has or may become subject arising as a result of the Vendor's non-compliance with the Bulk Sales Act (Ontario) to the extent that such liabilities exceed the Liabilities assumed.

#### 8. **Adjustments**

It is the intention of the Vendor and the Purchaser that the transaction herein provided for shall take place at the fair market value of the Purchased Assets as of the date hereof. Notwithstanding the foregoing provisions, the parties hereto agree that if any taxing authority should allege that the consideration determined as provided for in paragraph 2 hereof is not equal to the fair market value of the Purchased Assets or makes or proposes to make an assessment on the basis that any benefit or advantage is conferred on any person by reason of the sale herein provided for, then the consideration shall be and shall be deemed always to have been the amount that is determined to be the fair market value of the Purchased Assets by the accountant of the Purchaser after it has consulted with such taxing authority, and the parties hereto shall make such adjustments and execute such documentation as is necessary to give effect to such adjustment of the consideration.

#### 9. **Stated Capital Account**

Notwithstanding the consideration received by the Purchaser for the issuance of the 2,000,000 Class "B" Preference Shares, the parties hereto agree that the Purchaser shall add to the stated capital account in respect of its Class "B" Preference Shares the sum of **\$1.00**.

#### 10. **Vendor's Representations and Warranties**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) the Vendor is the beneficial owner of the Purchased Assets free of all liens, charges, security interest, adverse claims, pledges and other encumbrances whatsoever;
- (b) the entering into of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all necessary corporate action on behalf of the



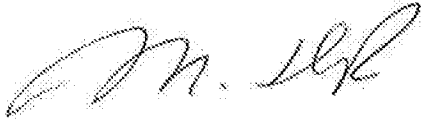
17. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

18. Each of the parties acknowledge that it has obtained adequate and independent legal advice with respect to this Agreement prior to executing this Agreement and do execute this Agreement voluntarily and with full knowledge of its terms and conditions.

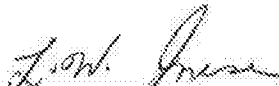
IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

**SIGNED, SEALED & DELIVERED**

In the presence of


  
 LEONARD INESON

INSTRUMENTAL INC.

Per:   
 Leonard Ineson, President  
 I have authority to bind the Corporation

SCHEDULE "A"

LIST OF PATENTS

United States Patent No. 6,616,658

Canadian Patent No. 2488867

Canadian Patent Application Serial No. 2,827,695

International Patent Application No. PCT/CA2012/001200

International Patent Application No. PCT/CA2013/000741

## ASSIGNMENT

WHEREAS, Instruventional Inc. (hereinafter, the "Assignor"), a corporation incorporated in Ontario, Canada, having a place of business at 99 Hereford Street, Brampton L6Y0R3 and, the owner of all right, title and interest in and to the patents and patent applications listed in Schedule A attached hereto and incorporated herein; and

WHEREAS, Covidien LP (hereinafter, the "Assignee"), a Delaware Limited Partnership, having a place of business at 15 Hampshire Street, Mansfield, MA 02048, is desirous of acquiring said patents and patent applications listed in Schedule A;

WHEREAS, by Action of the Articles of Amalgamation effective as of July 1, 2015, Instruventional Inc. was converted into Assignor;

WHEREAS, Assignor hereby conveys and assigns to the Assignee, and the successors, assigns and legal representatives of the Assignee, and Assignee hereby accepts from Assignor, Assignor's entire right, title and interest in and to said patents and patent applications listed in Schedule A, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to said patents and patent applications listed in Schedule A.

WHEREAS, Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Assignment;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in said patents and patent applications listed in Schedule A;
  - (c) The patents and patent applications listed in Schedule A are free of any liens, security interests, encumbrances or licenses;
  - (d) There are no claims, pending or threatened, with respect to Assignor's rights in said patents and patent applications listed in Schedule A;
  - (e) This Assignment is valid, binding and enforceable in accordance with its terms;
- and



(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign, sell and transfer unto the Assignee, all of its right, title and interest in and to said patents and patent applications listed in Schedule A in the United States and all jurisdictions outside the United States (including, all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other applications for patent which have been or shall be filed in the United States, including all provisional and non-provisional applications, and all foreign countries relating to such patents and patent applications; all original and reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries for such patents and patent applications; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on the patents and patent applications, and any priority right that may arise from said patents and patent applications listed in Schedule A), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor authorizes the Commissioner of Patents of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer ownership of the patents and patent applications set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's entire right, title and interest in and to said patents and patent applications listed in Schedule A.

This assignment by Assignor to Assignee of its entire right, title and interest in and to said patents and patent applications listed in Schedule A, shall be effective as of the date hereof.

This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

This Assignment contains the entire understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral assignments, representations or warranties between them respecting the subject matter hereof.

This Assignment may be amended only by a writing signed by both parties.

If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

ASSIGNOR:

Instruventional Inc.

Signature:

[Signature]

Name: Keyna P. Skeffington

Date:

6/24/16

Title: Director

WITNESS:

Signature:

[Signature]

Name:

Anne Ziebell

Date:

6/24/16

Location:

Galway, Ireland

ASSIGNEE:

Covidien LP

Signature:

[Signature]

Name:

Thomas A. Beaton

Date:

6/22/16

Title:

Vice President

WITNESS:

Signature:

[Signature]

Name:

Eleanor Vigil

Date:

6/22/16

Location:

Boulder, CO USA

Schedule "A"

Patent Applications and Issued Patents

Medtronic Docket ID.	Application No.	Application Date	Country	Title	Patent Number	Date of Grant
356547US01	09/986449	11/8/01	US	ELECTROSURGICAL PENCIL	6616658	9/9/03
356549USPRO	61/693826	8/28/12	US	ADJUSTABLE ELECTROSURGICAL PENCIL		
356549WO01	PCT/CA2012/001200	12/21/12	WO	ADJUSTABLE ELECTROSURGICAL PENCIL		
356549AU01	2012388657	12/21/12	AU	ADJUSTABLE ELECTROSURGICAL PENCIL		
356549CA01	2883231	12/21/12	CA	ADJUSTABLE ELECTROSURGICAL PENCIL		
356549EP01	12883776.2	12/21/12	EP	ADJUSTABLE ELECTROSURGICAL PENCIL		
356549US01	14/424756	12/21/12	US	ADJUSTABLE ELECTROSURGICAL PENCIL		
356549WO02	PCT/CA2013/000741	8/23/13	WO	ADJUSTABLE ELECTROSURGICAL PENCIL WITH SLIDABLE VENT TUBE		
356549AU02	2013308032	8/23/13	AU	ADJUSTABLE ELECTROSURGICAL PENCIL WITH SLIDABLE VENT TUBE		
356549CA02	2883232	8/23/13	CA	ADJUSTABLE ELECTROSURGICAL PENCIL WITH SLIDABLE VENT TUBE		
356549EP02	13832406.6	8/23/13	EP	ADJUSTABLE ELECTROSURGICAL PENCIL WITH SLIDABLE VENT TUBE		
356549US02	14/424795	8/23/13	US	ADJUSTABLE ELECTROSURGICAL PENCIL WITH SLIDABLE VENT TUBE		
356552CA01	2827695	9/20/13	CA	ADJUSTABLE ELECTOSURGICAL PENCIL		
356552WO01	PCT/CA2014/050876	9/15/14	WO	ADJUSTABLE ELECTOSURGICAL PENCIL		
356552AU01	2014324006	9/15/14	AU	ADJUSTABLE ELECTOSURGICAL PENCIL		
356552CN01	201480051435.7	9/15/14	CN	ADJUSTABLE ELECTOSURGICAL PENCIL		
356552EP01	14845743.5	9/15/14	EP	ADJUSTABLE ELECTOSURGICAL PENCIL		
356552JP01	Awaiting	9/15/14	JP	ADJUSTABLE ELECTOSURGICAL PENCIL		
356551CA01	2488867	12/15/14	CA	SUCTION COLLECTION CONTAINER	2488867	8/21/07
356552USN2	15/023,489	3/21/16	US	ADJUSTABLE ELECTOSURGICAL PENCIL		