506036267 04/29/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6082982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
TIMOTHY ASHTON	12/01/2016

### **RECEIVING PARTY DATA**

Name:	HOTHOUSE MEDICAL LIMITED
Street Address:	216 WEST GEORGE STREET
City:	GLASGOW
State/Country:	UNITED KINGDOM
Postal Code:	G2 2PQ

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16759840

### **CORRESPONDENCE DATA**

**Fax Number:** (973)331-1717

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:** 973-331-1700

Email:JSSDOCKET@HBIPLAW.COMCorrespondent Name:HOFFMANN & BARON LLPAddress Line 1:6900 JERICHO TURNPIKEAddress Line 4:SYOSSET, NEW YORK 11791

ATTORNEY DOCKET NUMBER:	2391-39 PCT/US
NAME OF SUBMITTER:	JOHN S. SOPKO
SIGNATURE:	/John S. Sopko/
DATE SIGNED:	04/29/2020

### **Total Attachments: 3**

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PATENT 506036267 REEL: 052521 FRAME: 0589

#### **ASSIGNATION**

by

Timothy Ashton, having a residence at 20 Yerton Brae, West Kilbride, KA23 9HL, Scotland, (hereinafter called the "Assignor")

#### in favour of

Hothouse Medical Limited, a company incorporated under the Companies Acts (Registered Number SC500388) and having its Registered Office at 216 West George Street, Glasgow, G2 2PQ, United Kingdom (hereinafter called the "Assignee").

#### WHEREAS:

- (A) The Assignee will undertake certain research and development work in respect of the application of polymer sealants to the surface of woven vascular grafts and has requested technical advice from the Assignor
- (B) The Assignor is the proprietor of certain Intellectual Property Rights (as defined below) required by the Assignee.
- (C) The Assignee wishes and the Assignor is willing to assign the intellectual Property Rights on the terms and conditions as more particularly hereinafter set out.

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:

### 1. <u>Definitions and Interpretation</u>

1.1 In this Assignation, unless the context otherwise requires, the following terms shall have the following meaning:-

"Commencement Date"

shall mean the 1st day of December 2016;

"Intellectual Property Rights"

shall mean all intellectual property rights of any nature arising anywhere in the world relating to the Work (including without prejudice to the foregoing generality copyright, know-how, database rights, inventions, patents and any patent applications, trade marks and any trade mark applications, software, source code, rights to the html and domain names; drawings, data security codes, passwords, access codes, specifications, logo designs and design rights (whether registered or unregistered); and the right to make any appropriate applications); and

"Work"

shall mean the research and development and any other tasks performed in connection with advice provided by the Assignor, being concerned with the application of polymer sealants to the surface of woven vascular grafts.

1.2 Headings in this Assignation are for convenience only and shall not affect interpretation.

### 2. <u>Assignation</u>

In consideration of the sum of One Pound (£1.00) STERLING the Assignor:-

- 2.1 hereby assigns absolutely to the Assignee with effect from the Commencement Date the whole right, title and interest both legal and beneficial, past, present and future in and to the Intellectual Property Rights (together with all unregistered rights pertaining thereto) and any and all goodwill attached thereto and all the rights, powers, privileges and immunities conferred on the proprietor thereof together with all rights of action actual or contingent in respect of any past, existing or future infringements of the Intellectual Property Rights; and
- 2.2 agrees to undertake at the expense of the Assignee to execute all such documents, forms and authorisations and depone to or swear any declaration or oath as may be reasonably required to give effect to this Assignation or which may otherwise be necessary for vesting absolutely the rights hereby assigned to the Assignee.

#### Further assurances

- 3.1 The Assignor hereby authorises and requests if and where appropriate any official of any country whose duty it is to register designs or trade marks or other evidence or forms for industrial and/or intellectual property protection, on application being made by the Assignee pursuant hereto to issue same to the Assignee or its successors or assignees and all parties hereby agree to the change of ownership effected hereby being recorded in any relevant register.
- 3.2 The Assignor hereby authorises the Assignee to appoint an attorney with power in the Assignor's name and on its behalf to execute any document (including but not limited to any instrument) or to do any other thing required to perfect the rights granted to the Assignee in terms of this Assignation.
- 3.3 The Assignor hereby authorises the Assignee to apply on its own behalf for intellectual Property Rights relating to the Work.

### Warranties

In relation to the Intellectual Property Rights, the Assignor hereby warrants that:-

- 4.1 the Assignor is entitled to grant this Assignation and that all Intellectual Property Rights were either developed and owned by the Assignor or that appropriate third party transfers to the Assignor and/or the Assignee have been effected;
- 4.2 to the best of the Assignor's knowledge and belief the use of such Intellectual Property Rights does not infringe the Intellectual Property Rights of any third party; and
- 4.3 the Assignor is not affected by any restriction or other obligation which would in any way affect their ability to make the above statements and assign the above rights to the Assignor.

#### 5. Confidentiality

Neither party shall disclose the terms of this Assignation to any third party, without the other party's prior written consent.

## 6. Applicable Law

This Assignation shall be governed according to the laws of Scotland and the parties submit to the jurisdiction of the Scottish courts:

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages are executed as follows:-

SIGNED by Timothy Ashton

at Bridge of Weir

on the 1<sup>57</sup> Dec 2016

by one of its authorised signatories before this witness:

**NOTCULY** Witness

(signature)

HVNE STORY VI name

(print)

LUCOSIOE AVE Address

BLIAGE OF WER

SIGNED for and on behalf of Hothouse Medical Limited

at Bridge of Weir

on the 1st day of December 2016

by one of its authorised signatories before this witness:

(1.01CV) = Witness

(signature)

YNNE STEVENDYUII name

(print)

LUCONICE NEAddress

BRIDGE OF LIER.

Assignee

(signature)

(signature)

(print)

Timothy Rawden Ashton

...... Full name

EVENS

orint)

... Position

(e.g., director)