

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6083551

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BERTIN NAHUM	07/15/2016
RECEIVING PARTY DATA		
Name:	MEDTECH S.A.	
Street Address:	ZAC EUREKA	
Internal Address:	900, RUE DUE MAS DE VERCHANT	
City:	MONTPELLIER	
State/Country:	FRANCE	
Postal Code:	34000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16343743
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>		
Email:	request@slwip.com	
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER P.A.	
Address Line 1:	PO BOX 2938	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0938	
ATTORNEY DOCKET NUMBER:	4394.L65US1 - NAHUM	
NAME OF SUBMITTER:	LESLIE J. ANTONSEN	
SIGNATURE:	/Leslie J. Antonsen/	
DATE SIGNED:	04/29/2020	
Total Attachments: 9		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4394.L65US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bertin Nahum

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 15, 2016

2. Name and address of receiving party(ies):

Name: MedTech S.A.

Street Address: ZAC Eurêka
900, rue du Mas de Verchant

City: Montpellier, 34000

Country: France

Additional name(s) & address(es) attached? ☐ Yes
☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 16/343,743, filed April 19, 2019

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gregory M. Stark

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

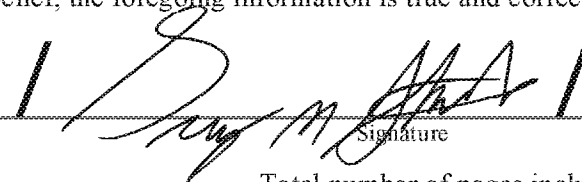
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory M. Stark/Reg. No. 62,731

Name of Person Signing



Signature

4/29/2020

Date

Total number of pages including cover sheet: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 052524 FRAME: 0502

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

BETWEEN:

Mr. NAHUM Bertin, Virgile, Claude born on November 14, 1969 at Dakar (Senegal), a French citizen, domiciled at 51, chemin des aires prolongé, 34170 Castelnau Le Lez

hereafter referred to as "Mr. Nahum",

on the one hand,

AND:

MEDTECH, limited company with a board of directors ("*société anonyme à conseil d'administration*"), with a share-capital of €597 665,25, with registered office located at ZAC Eureka, 900 rue du Mas de Verchant, 34000 Montpellier, France, registered with the Register of Trade and Companies of Montpellier under the number 442 896 015, represented by its CEO Bertin Nahum, duly authorised for the purposes of this agreement ;

hereafter referred to as "MedTech",

on the other hand,

MedTech and Mr. Nahum will be hereby individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- (A) MedTech designs, develops and markets medical technologies, in particular a new generation of surgical robots.
- (B) Mr. Nahum has been the CEO of MedTech since its incorporation in 2002.
- (C) In the course of his mandate as CEO of MedTech, Mr. Nahum has contributed, and may continue to contribute, to research and development activities, in particular in the creation and development of Inventions, as defined below. In that respect, Mr. Nahum has been named as co-inventor of the patents and patent applications listed in **Schedule A and B** (the "**Patents**") which MedTech is the owner of.
- (D) Although no written intellectual property assignment agreement has been entered into between the Parties since the incorporation of MedTech in 2002, save for the purposes of filing patent extensions in the US, their intention has always been that Mr. Nahum would exclusively transfer any intellectual property right arising out of these Inventions, to ensure that MedTech would be the sole and only owner of the Inventions.
- (E) The Parties now desire to confirm the assignment to MedTech of Mr. Nahum's intellectual

property rights in his Past Inventions, as defined below, and to set forth the terms and conditions of Mr. Nahum's undertaking to assign to MedTech his intellectual property rights in his Future Inventions, as defined below.

- (F) Therefore, the Parties decided to enter into this intellectual property rights assignment agreement (the "Agreement").

IT IS HEREBY AGREED AS FOLLOWS:

1. ASSIGNMENT

- 1.1 For the purposes of this Agreement, "Inventions(s)" means any invention, whether patentable or not, including but not limited to the inventions that gave rise to the Patents, that Mr. Nahum has created before the date of this Agreement ("Past Inventions") or will create after the date of this Agreement ("Future Inventions") in the course of his mandate as CEO of MedTech, whether individually or jointly with others, as long as he will not be an employee subject to an employment contract. For the avoidance of doubt, the term Invention(s) encompasses Past and Future Inventions.
- 1.2 Mr. Nahum hereby irrevocably and unconditionally assigns to MedTech, who accepts it, all his intellectual property rights in his Past Inventions and Mr. Nahum hereby undertakes to assign irrevocably and unconditionally to MedTech, who accepts it, all his intellectual property rights in his Future Inventions upon their creation. These rights are assigned on a worldwide basis and for the whole duration of said rights.
- 1.3 The intellectual property rights that Mr. Nahum assigns or undertakes to assign under this Agreement include the right for MedTech, or any third party elected by MedTech, to apply for, in its name and at its sole discretion, of patents, , on all or part of the Inventions, in any country.

2. ENTRY INTO FORCE

The assignment of Mr. Nahum's intellectual property rights for any Invention is effective from the date of creation of each Invention, subject to the condition precedent of the acquisition by Zimmer Holding France S.A.S of the majority of the share capital of MedTech before July 21, 2016.

3. FINANCIAL COMPENSATION

- 3.1 In consideration for the assignment of Mr. Nahum's intellectual property rights in his Past Inventions, MedTech will pay Mr. Nahum a full, final and definitive sum of EUR 10,000. This sum will be wired on Mr. Nahum's bank account within 7 calendar days from the signing of the Agreement.
- 3.2 In consideration for the assignment of Mr. Nahum's intellectual property rights in his Future Inventions, the Parties agree and acknowledge that Mr. Nahum's remuneration as CEO of MedTech includes the compensation for said agreement. It is for the sake of clarity specify that Clause 3.2 shall remain applicable and in force as long as Mr. Nahum will be CEO of Medtech and/or not hired as an employee of MedTech subject to an employment contract.

4. COOPERATION

- 4.1 Mr. Nahum agrees to immediately disclose to MedTech any Future Invention.
- 4.2 At MedTech costs, Mr. Nahum will cooperate with MedTech in order to protect any Invention. He undertakes to execute and deliver promptly to MedTech all documents that

may be required (including any confirmatory assignment agreement or power of attorney) to implement this Agreement, in all countries, territories or jurisdictions in which such acts and documents will be required.

5. WARRANTIES AND COVENANTS

5.1 Mr. Nahum warrants that:

- (a) he was the inventor and co-inventor of each Invention assigned to MedTech and was free to assign the ownership of his intellectual property rights in each Invention to MedTech
- (b) he has disclosed all his Past Inventions to MedTech.
- (c) to his best knowledge he has not created any work eligible to copyright protection which is necessary for or useful to the business of MedTech as presently conducted or as presently proposed to be conducted. If it appears, after the date of the Agreement, that he has created any work in the course of his mandate as CEO of MedTech which would be considered by MedTech as necessary for or useful to its business, as presently conducted or as presently proposed to be conducted, he undertakes to assign to MedTech any intellectual property rights thereon at no further costs for MedTech.

5.2 Mr. Nahum covenants that:

- (a) he will not act in any manner whatsoever that could disturb the quiet enjoyment of the intellectual property rights assigned to MedTech under this Agreement.

6. GOVERNING LAW AND JURISDICTION

6.1 This Agreement shall be governed by French Law.

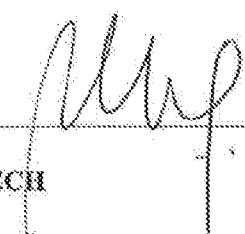
6.2 Any dispute between the Parties arising from the interpretation and/or implementation of this Agreement shall be brought before the Paris civil court of first instance (*Tribunal de grande instance de Paris*).

7. MISCELLANEOUS

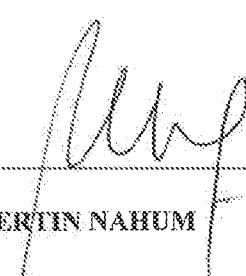
7.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described herein.

7.2 If any of the provisions of this Agreement is held to be invalid or declared as such pursuant to a legal text or following a final court decision, the other provisions shall remain in full force and effect.

Made in Montpellier, on July 15, 2016 in two (2) original copies by:



MEDTECH



MR. BERTIN NAHUM

Schedule A - Patents and published patent applications

Title	Country	Application n°	Publication n°	Filing date	Publication date	Status	Grant date	Owner(s)	Patented status
Plateforme robotisée multi-applicative pour la neurochirurgie et procédé de recalage	FR	0704350	2917598	June 19, 2007	Dec. 25, 2008	Granted	April 02, 2010	Nahum Bertin, Blondel Lucien	Granted on April 02, 2010. Withdrawn on 2014 for unpaid annuity (OK because of FR/EP)
Multi-application robotised platform for neurosurgery and resetting method	WO	PCT/FR08/00860	2009013406	June 19, 2008	Jan. 29, 2009	International Application	International Application	Nahum Bertin, Blondel Lucien	Extensions in US, JP, CA
Multi-application robotised platform for neurosurgery and resetting method	US	12/452,142	2010/0137880	June 19, 2008	June 3, 2010	Granted	Aug. 13, 2013	Nahum Bertin, Blondel Lucien	Granted on Aug. 13, 2013
Multi-application robotised platform for neurosurgery and resetting method	JP	20100512739	2010530268	June 19, 2008	Sept. 9, 2010	Granted	February 1, 2013	Nahum Bertin, Blondel Lucien	Granted on February 1, 2013
Multi-application robotised platform for neurosurgery and resetting method	CA	20082651042	2591042	June 19, 2008	Jan. 29, 2009	Granted	Sept. 11, 2012	Nahum Bertin, Blondel Lucien	Granted on Sept. 11, 2012
Multi-application robotised platform for neurosurgery and resetting method	EP	08826611.9	2157931	June 19, 2008	March 3, 2010	Granted	Feb. 23, 2011	Nahum Bertin, Blondel Lucien	Granted on Feb. 23, 2011
Plateforme robotisée multi-applicative pour la neurochirurgie et procédé de recalage	FR/EP	08826611.9	2157931	June 19, 2008	March 3, 2010	Granted	Feb. 23, 2011	Nahum Bertin, Blondel Lucien	Granted on Feb. 23, 2011
Multi-application robotised platform for neurosurgery and resetting method	AT/EP	08826611.9	2157931	June 19, 2008	March 3, 2010	Granted	Feb. 23, 2011	Nahum Bertin, Blondel Lucien	Granted on Feb. 23, 2011
Multi-application robotised platform for neurosurgery and resetting method	BE/EP	08826611.9	2157931	June 19, 2008	March 3, 2010	Granted	Feb. 23, 2011	Nahum Bertin, Blondel Lucien	Granted on Feb. 23, 2011
Multi-application robotised platform for neurosurgery and resetting method	CH/EP	08826611.9	2157931	June 19, 2008	March 3, 2010	Granted	Feb. 23, 2011	Nahum Bertin, Blondel Lucien	Granted on Feb. 23, 2011
Multi-application robotised platform for neurosurgery and resetting method	DE/EP	08826611.9	2157931	June 19, 2008	March 3, 2010	Granted	Feb. 23, 2011	Nahum Bertin, Blondel Lucien	Granted on Feb. 23, 2011

PATENT

REEL: 052524 FRAME: 0506

Method for the automated and assisted acquisition of anatomical surfaces	JP	20130522278	2013540455	July 20, 2011	Nov. 7, 2013	Granted	Feb. 27, 2015	Medtech	Alexander, Dehour Patrick	Granted on Feb. 27, 2015
Method for the automated and assisted acquisition of anatomical surfaces	CA	CA20112807219	2807219	July 20, 2011	Feb. 9, 2012	Pending	Not yet Granted	Medtech	Nahum Bertin, Badano Fernand, Maillet Pierre, Habermeler Alexander, Dehour Patrick	Waiting for 3 rd Office Action (OA) or issuance
Method for the automated and assisted acquisition of anatomical surfaces	CN	201180038335	103430181	July 20, 2011	December 4, 2013	Pending	Not yet Granted	Medtech	Nahum Bertin, Badano Fernand, Maillet Pierre, Habermeler Alexander, Dehour Patrick	Reply to 1 st Office Action (OA) on Nov. 20, 2015. Waiting for new OA or issuance
Method for the automated and assisted acquisition of anatomical surfaces	EP	11754595 E	2601607	July 20, 2011	June 12, 2013	Pending	Not yet Granted	Medtech	Nahum Bertin, Badano Fernand, Maillet Pierre, Habermeler Alexander, Dehour Patrick	Reply to 1 st Office Action (OA) on December 3, 2015. Waiting for new OA or issuance
Procedé assiste par robotique de positionnement d'instrument chirurgical par rapport au corps d'un patient et dispositif de mise en oeuvre.	FR	1160974	2983059	Nov. 30, 2011	May 31, 2013	Granted	Nov. 28, 2014	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehour Patrick	Granted on Nov. 28, 2014
Robotic-assisted device for positioning a surgical instrument relative to the body of a patient	WO	PCT/FR12/52582	WO/2013/079843	Nov. 8, 2012	June 6, 2013	International Application	International Application	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehour Patrick	Extensions in US, CN et EP
Robotic-assisted device for positioning a surgical instrument relative to the body of a patient	US	14/361,273	2014/0350571	Nov. 8, 2012	Nov. 27, 2014	Pending	Not yet Granted	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehour Patrick	Reply to 1 st Office Action (OA) on January 11, 2015. Waiting for new OA or issuance
Robotic-assisted device for positioning a surgical instrument relative to the body of a patient	CN	2012559415	103997982	Nov. 8, 2012	Aug. 20, 2014	Pending	Not yet Granted	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehour Patrick	1 st OA received on Feb. 5 2015. Due date for reply on March 09, 2015

PATENT

Robotic-assisted device for positioning a surgical instrument relative to the body of a patient	EP	12795507.8	2785268	Nov. 8, 2012	Oct. 8, 2014	Pending	Not yet Granted	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Reply to rule 161 on Sept. 20, 2014. Waiting for new OA or issuance
Procédé médical robotisé de surveillance de la respiration d'un patient et de correction de la trajectoire robotisée	FR	1162555	2985167	Dec 30, 2011	July 5, 2013	Abandonned	Abandonned	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Abandonned
Dispositif médical robotisé de surveillance de la respiration d'un patient et de correction de la trajectoire d'un bras robotise	FR01	1253919	2985168	April 27, 2012	July 5, 2013	Granted	December 20, 2013	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Granted on December 20, 2013
Robotic medical device for monitoring the respiration of a patient and correcting the trajectory of a robotic arm	WO	PCT/FR12/52532	2013086496	Oct. 31, 2012	July 4, 2013	International Application	International Application	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Extensions in US, CN, EP
Robotic medical device for monitoring the respiration of a patient and correcting the trajectory of a robotic arm	US	14/365,284	2014/0371577	Oct. 31, 2012	December 18, 2014	Pending	Not yet Granted	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Waiting for 1 st Office Action
Robotic medical device for monitoring the respiration of a patient and correcting the trajectory of a robotic arm	CN	2012800648507	104158850	Oct. 31, 2012	Nov. 26, 2014	Pending	Not yet Granted	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Waiting for 1 st Office Action
Robotic medical device for monitoring the respiration of a patient and correcting the trajectory of a robotic arm	EP	12794425.4	2797540	Oct. 31, 2012	Nov. 5, 2014	Pending	Not yet Granted	Medtech	Maillet Pierre, Nahum Bertin, Badano Fernand, Dehoux Patrick	Waiting for 1 st Office Action

Schedule B - Unpublished patent applications

FR15/01055

PCT/FR2016/051178

FR1561381

FR1632414

EP002945097