506077703 05/27/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6124418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
POLYGANICS IP B.V.	10/31/2014

RECEIVING PARTY DATA

Name:	STRYKER EUROPEAN HOLDINGS I, LLC
Street Address:	2825 AIRVIEW BOULEVARD
City:	KALAMAZOO
State/Country:	MICHIGAN
Postal Code:	49002

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16678418

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.

Email: IPDocket@h2law.com

Correspondent Name: **HOWARD & HOWARD ATTORNEYS PLLC**

Address Line 1: 450 W. FOURTH STREET

Address Line 4: **ROYAL OAK, MICHIGAN 48067**

ATTORNEY DOCKET NUMBER:	INST1075CON1/060210.02004
NAME OF SUBMITTER:	JACOB P. WOOLBRIGHT
SIGNATURE:	/Jacob P. Woolbright/
DATE SIGNED:	05/27/2020

Total Attachments: 12

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective the 7th day of November, 2014, is made and entered into by and among POLYGANICS IP B.V., a private limited liability company, incorporated and existing under the laws of the Netherlands, having its corporate seat in Groningen, the Netherlands, with address Rozenburglaan 15 a, 9727 DL Groningen, the Netherlands, registered with the Dutch trade register under number 50746545 (as "Assignor" or "Polyganics IP B.V."), POLYGANICS B.V., a private limited liability company, incorporated and existing under the laws of the Netherlands, having its corporate seat in Groningen, the Netherlands, with address Rozenburglaan 15 a, 9727 DL Groningen, the Netherlands, registered with the Dutch trade register under number 02067151 ("Polyganics B.V."), and STRYKER EUROPEAN HOLDINGS I, LLC, a limited liability company incorporated under the laws of the State of Delaware, acting in its capacity as sole general partner of Stryker European Technologies C.V., a limited partnership established under the laws of the Netherlands ("commanditaire vennootschap"), having its principal place of business at 2825 Airview Boulevard, Kalamazoo MI 49002, United States of America (as "Assignee" or "Stryker"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Polyganics IP B.V. is the owner of each of the patents and patent applications set forth below, and of all inventions claimed or disclosed therein, and has the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

WHEREAS, Polyganics IP B.V., Polyganics B.V., and their Affiliates and Stryker and certain of its Affiliates have entered into an Asset Purchase Agreement, dated as of October 31, 2014 (together with any amendments thereto, the "Purchase Agreement"), pursuant to which Stryker and certain of its Affiliates have agreed to purchase the Transferred Assets from Polyganics IP B.V., Polyganics B.V., and their Affiliates;

WHEREAS, Polyganics IP B.V., Polyganics B.V. and Stryker and certain of its Affiliates have entered into an IP Co-Ownership and Cross-License Agreement, dated as of the date hereof (together with any amendments thereto, the "IP Co-Ownership and Cross-License Agreement"); and

WHEREAS, this Assignment is to be executed by the parties at the Closing.

NOW THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Purchase Agreement, the receipt and/or sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>Assignment of Stryker Solely-Owned Intellectual Property.</u> Polyganics IP B.V. hereby (i) assigns, transfers, and sets over unto Stryker, its successors and assigns, the entire

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right, title, and interest in all patents and applications owned by Polyganics IP B.V. prior to Closing, which solely relate to or cover nasal packing products in the field of ear, nose, and throat, including the patents and applications set forth in Schedule A, as well as any continuations, divisionals, continuations-in-part, substitutes, extensions, reissues, renewals, reexaminations, corresponding foreign patents or applications, any patents or applications claiming priority to any such patents or applications, or patents or applications entirely supported by or disclosed in any such patents or applications, whether or not any of such patents have issued; and (ii) further assigns to Stryker, its successors and assigns, the entire right, title, and interest in and to all claims for damages by reason of past infringement of such patents, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement, misappropriation, or violation of any such patents.

- 2. Assignment of Co-Owned Intellectual Property. Polyganics IP B.V. hereby (i) assigns, transfers, and sets over unto Stryker, its successors and assigns, a one-half, un-divided share in the right, title, and interest in all patents and applications owned by Polyganics IP B.V. prior to Closing and not assigned pursuant to paragraph 1, including the patents and applications set forth in Schedule B, as well as any continuations, divisionals, continuations-in-part, substitutes, extensions, reissues, renewals, reexaminations, corresponding foreign patents or applications, any patents or applications claiming priority to any such patents or applications, or patents or applications entirely supported by or disclosed in any such patents or applications, whether or not any of such patents have issued; and (ii) further assigns to Stryker, its successors and assigns, the entire right, title the entire right, title, and interest in and to all claims for damages by reason of past infringement of such patents in the field of nasal packing for ear nose and throat, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement, misappropriation, or violation of any such patents in the field of nasal packing for ear, nose, and throat.
- 2. <u>Further Assurances.</u> The parties hereto shall use all reasonable efforts to take, or cause to be taken by their Affiliates, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law or otherwise, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment. The responsibility to file local assignments with the national patent and trademark offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments. Polyganics IP B.V. and Polyganics B.V. warrant that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into which would conflict with this Patent Assignment. To the extent that prior assignments from Polyganics B.V. to Polyganics IP B.V. had been executed but not recorded or registered, Polyganics B.V. and Polyganics IP B.V. will have such assignments timely recorded or registered. To the extent that any assignment from Polyganics B.V. to Polyganics IP B.V. was not effective to transfer all rights, title, and interest in a patent or application to Polyganics IP B.V., or such an assignment was not executed,

Polyganics B.V. hereby assigns, transfers, and sets over unto Stryker, its successors and assigns, any right, title, or interest it may have in such patent or application, pursuant to the same terms provided above in paragraphs 1 and 2 with respect to Polyganics IP B.V.

- 3. <u>Conflict</u>. Nothing in this Assignment shall extend, replace, supersede, limit, qualify, void, or exempt any provisions of the Purchase Agreement or IP Co-Ownership and Cross-License Agreement. To the extent that there is any actual or perceived conflict between this Assignment and the Purchase Agreement or the IP Co-Ownership and Cross-License Agreement, the Purchase Agreement or the IP Co-Ownership and Cross-License Agreement shall prevail and control.
- 4. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby (whether in contract, tort, equity or otherwise) shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement and is hereby excluded.

IN WITNESS WHEREOF, each party to this Assignment has caused this Assignment to be executed by its duly authorized representative.

POLYGANICS IP B.V., as Assignor

by Polyganics Holding B.V.

by

Name: Rudy Gilbert Germain Marcel

Title: Bestuurder ad interim

POLYGANICS B.V.,

by Polyganics Holding B.V.

by

Name: Rudy Gilbert Germain Mareel

Title: Bestuurder ad interim

STRYKER EUROPEAN HOLDINGS I, LLC, in its capacity as sole general partner of STRYKER EUROPEAN TECHNOLOGIES C.V.

by

Name: Jeanne M. Blondia

Title: President and Treasurer

[Signature Page to Patent Assignment]

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IN WITNESS WHEREOF, each party to this Assignment has caused this Assignment to be executed by its duly authorized representative.

POLYGANICS IP B.V., as Assignor

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by

Name: Rudy Gilbert Germain Marcel

Title: Bestuurder ad interim

POLYGANICS B.V.,

by Polyganics Holding B.V.

by

Name: Rudy Gilbert Germain Mareel

Title: Bestuurder ad interim

STRYKER EUROPEAN HOLDINGS I, LLC, in its capacity as sole general partner of STRYKER EUROPEAN TECHNOLOGIES C.V.

by

Name: Jeanne M. Blondia

Title: President and Treasurer

[Signature Page to Patent Assignment]

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Nasal Sponge Patents (P81852 series)

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Stryker Solely-Owned Patents and Applications

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Schedule B Co-Owned Patents and Applications

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