

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6145263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOVISICS MEDICAL, LLC	05/29/2020
RECEIVING PARTY DATA	
Name:	BIOVISICS MEDICAL, INC.
Street Address:	127 BRIDGE AVE E., SUITE 225
City:	DELANO
State/Country:	MINNESOTA
Postal Code:	55328
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7251528
Application Number:	16589383
Application Number:	62739810
Application Number:	16697689
Application Number:	62774093
Application Number:	16844421
Application Number:	62832134
Application Number:	62861658
Application Number:	62867421
Application Number:	62873450
Application Number:	62884890
Application Number:	62942816
CORRESPONDENCE DATA	
Fax Number:	(612)359-9349
<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:	6126779050
Email:	docketing@stwiplaw.com
Correspondent Name:	MARK R. SCHROEDER
Address Line 1:	100 SOUTH 5TH STREET, SUITE 600
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402

PATENT

ATTORNEY DOCKET NUMBER:	1454.0001101
NAME OF SUBMITTER:	TRACY L. KNOP
SIGNATURE:	/tracy l. knop/
DATE SIGNED:	06/09/2020

Total Attachments: 5

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of May 29, 2020, and is effective as of the Effective Date, by and between Biovisics Medical, LLC, a Minnesota limited liability company (“Transferor”), and Biovisics Medical, Inc., a Delaware corporation (the “Transferee”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Contribution Agreement (as defined below).

Background

A. Transferor and Transferee are the parties to that certain Contribution Agreement of even date herewith (the “Contribution Agreement”).

B. Pursuant to Section 1.01(j) of the Contribution Agreement, the parties have agreed to execute and deliver this Agreement to evidence and effect the assignment, transfer and conveyance to Transferee of all of Transferor’s (i) Patents, Trademarks, Domain Names, Copyrights, registrations and applications with respect thereto and all rights thereunder or in respect thereof; including without limitation, the Patents, Trademarks, Domain Names, and Copyrights listed on the attached Schedule 1.01(k), (ii) Trade Secrets, inventions, processes, know-how, proprietary information, all goodwill relating thereto, (iii) Technology, (iv) other Intellectual Property, including without limitation, other intangible assets associated with, owned, or otherwise used in connection with the Transferor’s business (collectively, the “Business Intellectual Property”), and (v) all Intellectual Property rights arising from the Business Intellectual Property (the “Transferred Intellectual Property”).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. Transferor hereby sells, transfers, assigns, conveys, and delivers unto Transferee, and Transferee hereby acquires and accepts, all of Transferor’s right, title, and interest worldwide in and to the Transferred Intellectual Property, including the property set forth on Exhibit A, free and clear of all Encumbrances, together with (a) all goodwill associated therewith; (b) all benefits, privileges and rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty, or other international convention, including all rights to apply for and maintain registrations and renewals of the Transferred Intellectual Property; and (c) all rights, interests, claims, and demands recoverable in law or in equity that Transferor or its Affiliates have or may have in profits and damages for past, present, and future infringements, misappropriations or other violations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages

2. Transfer. Transferor shall promptly execute, or procure the execution of, all necessary transfer documents and information required in order for the Transferred Intellectual Property to be properly transferred and perfect the rights in the Transferred Intellectual Property to the Transferee. Each party agrees to take any further actions necessary to transfer or perfect the rights conveyed herein as

reasonably requested by the other party to carry out the intent of the Contribution Agreement and this Agreement.

3. Further Assurances. After the date hereof, each party shall take such further actions and execute and deliver such further documents as may reasonably be requested by any other party to give effect to the purposes of this Agreement.

4. Contribution Agreement. This Agreement is delivered by Transferor and Transferee pursuant to, and is subject to the terms and conditions of, the Contribution Agreement. This Agreement does not enlarge, restrict, or otherwise modify the terms of the Contribution Agreement or constitute a waiver or release by Transferor or Transferee of any representations, warranties, covenants, agreements, and other provisions contained in the Contribution Agreement. In the event of any conflict between the Contribution Agreement and this Agreement, the Contribution Agreement shall prevail.

5. Miscellaneous. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by each of the parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within that jurisdiction. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by facsimile signature and the other parties hereto will be entitled to rely upon such facsimile signature as conclusive evidence that this Agreement has been duly executed by such party.

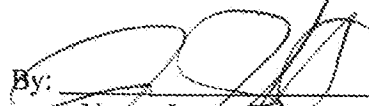
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[signature pages follow]

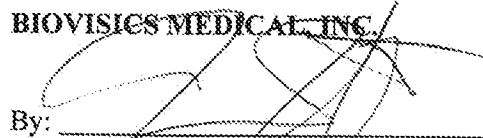
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IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Assignment Agreement to be executed on its behalf as of the date first above written.

BIOVISICS MEDICAL, LLC

By: 
Name: James Chiapetta
Title: Chief Executive Officer

BIOVISICS MEDICAL, INC.

By: 
Name: James Chiapetta
Title: Chief Executive Officer

Schedule A
Transferred Intellectual Property

Patents

Patent/Patent Applications	Country Filed	Status	Owner	Owner of Record	Priority Date	Filing Date
7,251,528	US	Granted	Biovisics Medical, LLC	Biovisics Medical, LLC	02/06/2004	02/07/2005
2005212306	AU	Granted	Biovisics Medical, LLC	ScyFIX, LLC	02/06/2004	02/07/2005
2,556,222	CA	Granted	Biovisics Medical, LLC	Biovisics Medical, LLC	02/06/2004	02/07/2005
16/589,383 (62/739,810)	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	10/01/2018	10/01/2019
PCT/US19/54028 (62/739,810)	PCT	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	10/01/2018	10/01/2019
16/697,689 (62/774,093)	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	11/30/2018	11/27/2019
PCT/US19/63580 (62/774,093)	PCT	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	11/30/2018	11/27/2019
16/844,421 (62/832,134)	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	4/10/2019	04/09/2020
PCT/US20/27438 (62/832,134)	PCT	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	4/10/2019	04/09/2020
62/861,658	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	6/14/2019	06/14/2019
62/867,421	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	6/27/2019	06/27/2019
62/873,450	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	7/12/2019	07/12/2019

Patent/Patent Applications	Country Filed	Status	Owner	Owner of Record	Priority Date	Filing Date
62/884,890	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	08/09/2019	08/09/2019
62/942,816	US	Pending	Biovisics Medical, LLC	Biovisics Medical, LLC	12/03/2019	12/03/2019

Trademarks

Trademark	Country Filed	Status	Owner	Owner of Record	Reg. Date	Reg. No.
1 BIOVISICS	US	Registered	Scyfix, LLC	Scyfix, LLC	March 1, 2019	88322495
2 Biovisics	AU, CA, EU, JP, NZ	WIPO	Scyfix, LLC	Scyfix, LLC	August 23, 2019	1 491 318
3 Scyfix	US	Registered	Scyfix, LLC	Scyfix, LLC	October 26, 2004	2897701
4 Scyfix	CA	Registered	Scyfix, LLC	Scyfix, LLC	March 3, 2004	TMA604,019
5 Scyfix	EM	Registered	Scyfix, LLC	Scyfix, LLC	September 17, 2004	002877116