

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6227147

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MASSON DEVELOPMENT, L.L.P.	06/12/2020
RECEIVING PARTY DATA		
Name:	BLUE OCEAN BBB, LLC	
Street Address:	1200 BINZ	
Internal Address:	STE 100	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77004-6944	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9554913
	Patent Number:	9649196
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>		
Phone:	7136581818	
Email:	courtney.graves@chamberlainlaw.com	
Correspondent Name:	CHAMBERLAIN HRDLICKA	
Address Line 1:	ALY Z. DOSSA	
Address Line 2:	1200 SMITH STREET, 14TH FLOOR	
Address Line 4:	HOUSTON, TEXAS 77002	
ATTORNEY DOCKET NUMBER:	190105-000000	
NAME OF SUBMITTER:	COURTNEY GRAVES	
SIGNATURE:	/Aly Z. Dossa/	
DATE SIGNED:	07/30/2020	
Total Attachments: 5		
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PATENT

REEL: 053358 FRAME: 0101

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of June 12, 2020 (the "Effective Date"), by and between MASSON DEVELOPMENT, L.L.P., a Texas general partnership registered as a Texas limited liability partnership ("Assignor"), and BLUE OCEAN BBB, LLC, a Texas limited liability company ("Assignee"), and is joined by MARCOS V. MASSON ("Masson") and CALOR, LLC, a Texas limited liability company ("Calor"), for the purposes of acknowledging, approving, and agreeing to the terms and provisions of this Agreement and the transactions contemplated herein.

RECITALS

WHEREAS, the following describes the relationship among the parties hereto: (i) Assignor is ultimately 100% owned by Masson (through a chain of legal entities that directly or indirectly own all ownership interests of Assignor (the "Chain")), (ii) Masson is the sole owner of Calor, and (iii) Calor is the sole owner of Assignee;

WHEREAS, the parties hereto desire for the Intellectual Property (as defined below) listed in Appendix A attached hereto (the "Subject Property") to be assigned, transferred, conveyed and delivered to Assignee as of the Effective Date, with the understanding that the Subject Property is being assigned, transferred, conveyed and delivered directly from Assignor to Assignee; provided, however, that the Subject Property shall be deemed to have first been distributed from Assignor through the Chain to Masson, and then simultaneously contributed by Masson to the capital of Calor, and then simultaneously contributed by Calor to the capital of Assignee; and

WHEREAS, the aforementioned contributions by Masson to Calor, and by Calor to Assignee, shall be recorded by Calor and Assignee on their respective books of account as capital contributions to Calor and Assignee, respectively, as of the Effective Date;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Definitions.

(a) "Intellectual Property" means any of (i) patents, patent disclosures, inventions (whether patentable or not), and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, (ii) trademark registrations, trademark applications, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights (including, but not limited to, copyright registrations and applications for registration) and copyrightable works (including, but not limited to, source code and computer programs), mask works, and rights in data and databases, and (iv) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, issuances of, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

2. Confirmation and Incorporation of Recitals. The parties hereto agree that the recitals set forth above are true and correct, that they are incorporated into this Agreement and are binding upon the parties hereto.

3. Assignment of the Subject Property. Assignor hereby assigns, transfers, conveys and delivers all of its rights, title and interests in and to the Subject Property to Assignee as of the Effective Date, and Assignor further hereby assigns, transfers, conveys and delivers to Assignee any and all royalties, fees, income, payments, and other proceeds due or payable on or after the Effective Date with respect to the Subject Property, as well as any and all claims and causes of action with respect to the Subject Property, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. After giving effect to this Agreement, Assignee shall be the sole owner of the Subject Property as of the Effective Date.

4. Acceptance of the Subject Property. Assignee accepts all rights, title and interests of Assignor in and to the Subject Property, as set forth in this Agreement, as of the Effective Date.

5. Effect of the Transactions. As of the Effective Date, for federal income tax purposes: (i) Assignor is a disregarded entity entirely owned by ROC-Houston, P.A., a Texas professional association that is a Subchapter S corporation for federal income tax purposes ("S-Corp") pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) each of Calor and Assignee is treated as a disregarded entity in accordance with the Treasury Regulations promulgated under Section 7701 of the Code. Accordingly, for federal income tax purposes: (i) the distribution of the Subject Property from Assignor through the Chain to Masson shall be treated as a distribution from the S-Corp to Masson (the S-Corp's sole shareholder), and (ii) the contribution by Masson to the capital of Calor, and by Calor to the capital of Assignee, respectively, shall have no tax consequences. Although the transactions contemplated herein shall be treated for federal income tax purposes as described in the prior sentences of this Section 5, for corporate and state law purposes the Subject Property shall be deemed to have first been distributed from Assignor through the Chain to Masson, and then simultaneously contributed by Masson to the capital of Calor, and then simultaneously contributed by Calor to the capital of Assignee, and such contributions shall be recorded by Calor and Assignee on their respective books of account as capital contributions to Calor and Assignee, respectively, as of the Effective Date.

6. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office to record and register this Agreement upon request by the Assignee. Following the Effective Date, Assignor shall provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Subject Property to Assignee, or any assignee or successor thereto.

7. Miscellaneous.

(a) Further Actions. Each party hereto, at his or its own expense, shall execute and deliver such other documents and take such other actions as another party hereto may reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

(b) Entire Agreement. This Agreement, and any other instruments and documents delivered in connection herewith, contain the complete agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties hereto with respect to such transactions.

(c) Binding Effect; Assignment. This Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party to this Agreement shall assign its rights and/or obligations hereunder without the prior written consent of each other party hereto.

(d) Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

(e) Headings; Construction. The headings of this Agreement are for convenience only, and shall not affect in any manner any of the terms and conditions of this Agreement. Any rule of construction that a document is to be construed against the drafting party shall not be applicable. The parties hereto agree that the terms of this Agreement are the product of negotiation of the parties, and that this Agreement shall not be construed against any party by virtue of the fact that one party may have drafted this Agreement.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas (other than its choice of laws doctrine) and venue in any action arising under this Agreement shall be exclusively in a court of competent jurisdiction in Harris County, Texas.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. The signature of any of the parties hereto may be delivered and made by original, facsimile, portable document format (pdf) or other electronic means capable of creating a printable copy, and each such signature shall be treated as an original signature for all purposes.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the Effective Date.

ASSIGNOR:

MASSON DEVELOPMENT, L.L.P.,
a Texas general partnership registered as
a Texas limited liability partnership

By: ROC-HOUSTON, P.A.,
its Managing Partner

By: Marcos V. Masson
Name: Marcos V. Masson, M.D.
Title: President

ASSIGNEE:

BLUE OCEAN BBB, LLC,
a Texas limited liability company

By: Marcos V. Masson
Name: Marcos V. Masson
Title: President

ACKNOWLEDGED, APPROVED, AND AGREED TO BY:

Marcos V. Masson
Marcos V. Masson

CALOR, LLC,
a Texas limited liability company

By: Marcos V. Masson
Name: Marcos V. Masson
Title: President

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APPENDIX A

Title/Trademark	Patent No./Serial No./Registration No.
Shock-absorbing implant for use in shoulder arthroplasty	U.S. Patent No. 9,554,913
Shock-absorbing system for use with a prosthetic implant	U.S. Patent No. 9,649,196
Carpal Tunnel Release Surgical Tool with Wireless Video Capability	U.S. Provisional Patent No. 62/824,816
Carpal Tunnel Release Surgical Tool with Wireless Video Capability	P.C.T. Serial No. PCT/US20/24944

Appendix A