

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6247421

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	APONOS MEDICAL CORP.	04/26/2017
RECEIVING PARTY DATA		
Name:	UNITED STATES ENDOSCOPY GROUP, INC.	
Street Address:	5976 HEISLEY ROAD	
City:	MENTOR	
State/Country:	OHIO	
Postal Code:	44060	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16900260
CORRESPONDENCE DATA		
Fax Number:	(216)241-0816	
<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:	216-622-8231	
Email:	ipdocket@calfee.com, mgillette@calfee.com	
Correspondent Name:	TODD R. TUCKER	
Address Line 1:	CALFEE, HALTER & GRISWOLD LLP	
Address Line 2:	1405 EAST SIXTH STREET	
Address Line 4:	CLEVELAND, OHIO 44114-1607	
ATTORNEY DOCKET NUMBER:	22344.04843	
NAME OF SUBMITTER:	TODD R. TUCKER	
SIGNATURE:	/Mary Gillette for Todd R. Tucker/	
DATE SIGNED:	08/12/2020	
Total Attachments: 12		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") is made and delivered effective as of the 26th day of April, 2017 (the "Effective Date"), by and between Aponos Medical Corp, a Delaware corporation, having an address of 17 Route 125, Building A, Unit 7, Kingston, NH 03848 ("Assignor"), and United States Endoscopy Group, Inc., an Ohio corporation, having an address of 5976 Heisley Road, Mentor, OH 44060 ("Assignee").

WHEREAS, Assignor, Assignee, and others are parties to the Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), providing for the execution and delivery of this Patent Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's right, title and interest in and to all Business Intellectual Property, and Assignor has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents");

(a) the patents and patent applications set forth in Schedule I attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) the right to bring, make, oppose, defend or appeal proceedings, claims or actions with respect to the patent opposition set forth in Schedule II (the "Patent Opposition");

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

2. Patent Opposition. In accordance with the assignment of the Assigned Patents set forth in Section 1, Assignor shall sign all relevant documents and reasonably assist the Assignee to take, at the Assignee's expense, all reasonable actions necessary to have the Patent Opposition transferred to the Assignee promptly after the Effective Date and to have such transfer registered with the European Patent Office or any other relevant Patent Office in order to have the Assignee formally registered as the opponent or appealing party in relation to the Patent Opposition.

In case registration of the Assignee as the opponent or appealing party in relation to the Patent Opposition, as described in the foregoing paragraph, is not reasonably possible, Assignor shall take, at the Assignee's expense, all reasonable actions as requested and instructed by the Assignee in connection with the further prosecution or appeal of the Patent Opposition and explicitly agrees to:

(a) continue the prosecution or appeal of the Patent Opposition in its own name but on behalf of and in accordance with the instructions given by the Assignee at Assignee's expense; and

(b) keep the Assignee informed of the status and give the Assignee control of any further proceedings, related filings or appeal of the Patent Opposition, including the strategy employed in connection therewith, and notify the Assignee of any developments with respect to said proceedings.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and 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 Assigned Patents to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which

reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

6. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of patent issues, and the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the Effective Date.

ASSIGNOR:

APONOS MEDICAL CORP

By: [Signature]
Name: DENIS LABOMBARD
Title: DIRECTOR

ASSIGNEE:

UNITED STATES ENDOSCOPY
GROUP, INC.

By: _____
Name: _____
Title: _____

STATE OF MA)
COUNTY OF Essex) ss.)

Before me on the date identified above personally appeared Denis Labombard, to me known to be the person named above and authorized to sign on behalf of APONOS MEDICAL CORP, who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public

SEAL

My commission expires: June 4, 2018

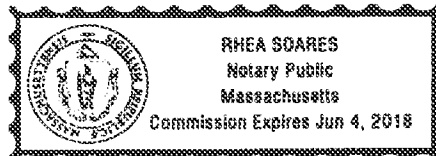
STATE OF _____)
COUNTY OF _____) ss.)

Before me on the date identified above personally appeared _____, to me known to be the person named above and authorized to sign on behalf of UNITED STATES ENDOSCOPY GROUP, INC., who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

Notary Public

SEAL

My commission expires: _____



IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the Effective Date.

ASSIGNOR:

APONOS MEDICAL CORP

By: _____
Name: _____
Title: _____

ASSIGNEE:

**UNITED STATES ENDOSCOPY
GROUP, INC.**

By: Ronald E. Snyder
Name: Ronald E. Snyder
Title: Secretary

STATE OF _____)
COUNTY OF _____) ss.

Before me on the date identified above personally appeared _____, to me known to be the person named above and authorized to sign on behalf of APONOS MEDICAL CORP, who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

Notary Public

SEAL

My commission expires: _____

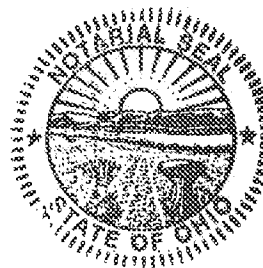
STATE OF OHIO)
COUNTY OF LAKE) ss.

Before me on the date identified above personally appeared Ronald E. Snyder, to me known to be the person named above and authorized to sign on behalf of UNITED STATES ENDOSCOPY GROUP, INC., who signed the foregoing instrument in my presence and acknowledged the same to be his/her free act and deed.

Judith Hunter
Notary Public

SEAL

My commission expires: _____



Judith Hunter
Notary Public, STATE OF OHIO
My Commission Expires October 4, 2021
Recorded in Lake County, Ohio

SCHEDULE I - PATENTS

Active United States Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	
<u>ADAPTER FOR ATTACHING DEVICES TO ENDOSCOPES</u>	US8920311	11/18/2008	US2010/0125164	Aponos Medical Corp.	Granted Exp. - 11/20/2031	
<u>ADAPTER FOR ATTACHING DEVICES TO ENDOSCOPES</u>	N/A	11/18/2008	US2015/0230782	Aponos Medical Corp.	Pending	
<u>SELF-CLOSING TISSUE FASTENER</u>	US9408594	3/26/2007	US2007/0225762	Aponos Medical Corp.	Granted Exp. - 7/30/2028	

Active Non-U.S. Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	Country
<u>ADAPTER FOR ATTACHING DEVICES TO ENDOSCOPES</u>	N/A	11/18/2008	WO 2010/059200	Aponos Medical Corp.	N/A	International
<u>ADAPTER FOR ATTACHING DEVICES TO ENDOSCOPES</u>	N/A	11/18/2008	EP2358255	Aponos Medical Corp.	Pending	Europe

SCHEDULE I - PATENTS

Active Non-U.S. Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	Country
<u>SELF-CLOSING TISSUE FASTENER</u>	N/A	3/26/2007	WO 2008/010856	Aponos Medical Corp.	N/A	International
<u>SELF-CLOSING TISSUE FASTENER</u>	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	<p>Granted - Grant effective 5/10/2016 in validated states (<i>see below</i>)</p> <p>Designated in AT BE BG CH CY CZ DE DK EE ES FI FR GB GR HU IE IS IT LI LT LU LV MC MT NL PL PT RO SE SI SK TR (Not all validated)</p> <p>Exp. 3/26/2027</p>	Europe
	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	<p>Next annuities due 4/02/2018</p> <p>Exp. 3/26/2027</p>	Belgium (BE)

SCHEDULE I - PATENTS

Active Non-U.S. Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	Country
	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	Grant effective 5/10/2016 <i>No current annuities shown as paid - annuities would have been due 3/26/2017. We should check with Aponos as to whether it has paid this annuity or if it intends to.</i>	Switzerland (CH)
	DE 60 2007 048 225.9	3/26/2007	EP 20070835715	Aponos Medical Corp.	Grant effective 5/10/2016 Next annuities due 3/31/2018 Exp. 3/26/2027	Germany (DE)
	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	Grant effective 5/10/2016 Next annuities due 4/03/2018 Exp. 3/26/2027	France (FR)

SCHEDULE I - PATENTS

Active Non-U.S. Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	Country
	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	Grant effective 5/10/2016 Next annuities due 3/26/2018 Exp. 3/26/2027	Great Britain (GB)
	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	Grant effective 5/10/2016 Next annuities due 3/31/2018 Exp. 3/26/2027	Ireland (IE)
	EP1998687	3/26/2007	EP 20070835715	Aponos Medical Corp.	Grant effective 5/10/2016 Next annuities due 3/31/2018 Exp. 3/25/2027	The Netherlands (NL)
<u>SELF-CLOSING TISSUE FASTENER</u>	AU 2007275882	3/26/2007	AU 2007275882	Aponos Medical Corp.	Granted Exp. 3/26/2027	Australia
<u>SELF-CLOSING TISSUE FASTENER</u>	CN 101453957	3/26/2007	CN 101453957	Aponos Medical Corp.	Granted Exp. 3/26/2027	China

SCHEDULE I - PATENTS

Active Non-U.S. Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	Country
<u>SELF-CLOSING TISSUE FASTENER</u>	JP5584464	3/26/2007	JP 2009531136	Aponos Medical Corp.	Granted Exp. 3/26/2027	Japan
<u>SELF-CLOSING TISSUE FASTENER</u>	BRPI 0709278	3/26/2007	BRPI 0709278	Aponos Medical Corp.	<i>Lapsed 2/7/2017. Aponos has asserted that this patent is currently lapsed, but subject to a petition for reinstatement.</i>	Brazil

SCHEDULE I - PATENTS

Inactive Patents and Patent Applications						
Title	Patent No.	Priority Date	Application No.	Owner of Record	Status	Country
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	N/A	5/18/2006	US 2007/0270752	Aponos Medical Corp.	<i>Abandoned</i>	U.S.
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	N/A	5/18/2006	WO 2007/136820	Aponos Medical Corp.	N/A	International
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	AU 2007254117	5/18/2006	AU2007 254117	Aponos Medical Corp.	<i>Lapsed</i>	Australia
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	BRPI 0711615	5/18/2006	BRPI 0711615	Aponos Medical Corp.	<i>Lapsed</i>	Brazil
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	N/A	5/18/2006	CN 101448541		<i>Withdrawn</i>	China
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	N/A	5/18/2006	EP2021061	Aponos Medical Corp.	<i>Withdrawn</i>	European
<u>MULTIFUNCTIONAL INSTRUMENT INTRODUCER</u>	N/A	5/18/2006	JP 2009537233		<i>Withdrawn</i>	Japan

SCHEDULE II - PATENT OPPOSITION

Patent Opposition:

1. **Opposition of EP 2263572 B1 of Ovesco Endoscopy AG; Title: Apparatus For Compressing Body Tissue; Opponent: Aponos Medical Corp**

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