

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6361062

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GUILLAUME DUTERTRE	12/16/2016
	JEAN-BAPTISTE ZERLAUTH	06/02/2016
	JEAN-FRANCOIS OGLAZA	06/07/2018
	YVES-ALAIN RATRON	06/11/2018
RECEIVING PARTY DATA		
Name:	VEXIM	
Street Address:	8 RUE VIDAILHAN	
Internal Address:	BATIMENT HILLS PLAZA	
City:	BALMA	
State/Country:	FRANCE	
Postal Code:	F-31130	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16882902	
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:	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:	INST1385CON/060210.02242	
NAME OF SUBMITTER:	JACOB P. WOOLBRIGHT	
SIGNATURE:	/Jacob P. Woolbright/	
DATE SIGNED:	10/21/2020	
Total Attachments: 22		
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CONFIRMATORY ASSIGNMENT FOR UTILITY APPLICATION		PTO/SB/16 (8-98) Mod/Rev Docket Number (Optional) SYKINS 3.4-013 (U)
Whereas, I, <u>Jean-Francois Oglaza</u> of <u>7 chemin des Pins, F-31130 Balma, France</u> hereafter referred to as Assignor, have invented certain new and useful improvements in <u>CONTROL MECHANISM FOR STEERABLE ROD</u> ☒ for which a provisional application for a United States Patent was filed on <u>9/16/2016</u> Application Number <u>PCT/EP2016/071922</u> ☒ for which a Utility Application Number <u>15/760,455</u> for a United States Patent was filed on <u>3/15/2018</u>, and Whereas, I had an obligation to assign my rights in said invention and application to <u>Vaxim</u> a corporation of <u>France</u> herein referred to as "assignee" whose mailing address is <u>8 Rue Vidalhan, Batiment Hills Plaza, F-31130 Balma, France</u> who was desirous of acquiring the entire right, title and interest in the same; NOW, THEREFORE, in consideration of the sum of <u>one</u> dollar (\$ <u>1.00</u>), the receipt whereof is acknowledged, and other good and valuable consideration, I as assignor, at least as early as <u>September 16, 2015</u>, <i>nunc pro tunc</i>, hereby sell, assign and set over to said assignee the entire right, title and interest for the United States of America and all other countries in and to said invention and the aforesaid patent applications and all original, divisional, continuation, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries, for said invention, including without limitation all applications and patents for said invention claiming priority or benefit of the aforesaid utility application pursuant to any law or treaty, and including the right to claim such priority or benefit and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all patents on said improvements or resulting therefrom to said assignee herein, as assignee of the entire interest therein; and the undersigned for me and my legal representatives, heirs and assigns do hereby agree and covenant without further remuneration, to execute and deliver all original, divisional, continuation, reissue and other applications for Letters Patent on said improvements and all assignments thereof to said assignee or its assigns, to communicate to said assignee or its representatives all facts known to the undersigned respecting said improvements, whenever requested, to testify in any interferences or other legal proceedings in which any of said applications or patents may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by said assignee. I, as assignor, hereby assign to said assignee all of my right, title and interest in French Application No. <u>1558697</u>, filed <u>September 16, 2015</u>, and in the invention disclosed thereto in all countries of the world including the right to claim priority or benefit to any law or treaty in the countries of the world. <u>June 4th 2018</u> Date <u>[Signature]</u> Witness <u>MARY SCHWARTZ</u> Printed Name of Witness <u>[Signature]</u> Jean-Francois Oglaza		

CONFIRMATORY ASSIGNMENT FOR UTILITY APPLICATION	PTD/SS/15 (8/03) Modified Docket Number (Optional) SYKINS 3.4-013 (U)
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Whereas, I, Yves-Alain Ratron of
10 rue Duport Lavallette, F-38000 Grenoble, France

hereafter referred to as Assignor, have invented certain new and useful improvements in
CONTROL MECHANISM FOR STEERABLE ROD

☒ for which an International Application was filed on 9/16/2016
Application Number PCT/EP2016/071922

☒ for which a Utility Application Number 15/760,455 for a United States Patent was filed on 2/15/2018, and

Whereas, I had an obligation to assign my rights in said invention and application to
Vexim
a corporation of France herein referred to as "assignee" whose mailing address is
8 Rue Vidailhan, Batiment Hills Plaza, F-31130 Balma, France
who was desirous of acquiring the entire right, title and interest in the same;

NOW, THEREFORE, in consideration of the sum of one dollar (\$ 1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I as assignor, at least as early as September 16, 2016, *nunc pro tunc*, hereby sell, assign and set over to said assignee the entire right, title and interest for the United States of America and all other countries in and to said invention and the aforesaid patent applications and all original, divisional, continuation, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries, for said invention, including without limitation all applications and patents for said invention claiming priority or benefit of the aforesaid utility application pursuant to any law or treaty, and including the right to claim such priority or benefit and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all patents on said improvements or resulting therefrom to said assignee herein, as assignee of the entire interest therein; and the undersigned for me and my legal representatives, heirs and assigns do hereby agree and covenant without further remuneration, to execute and deliver all original, divisional, continuation, reissue and other applications for Letters Patent on said improvements and all assignments thereof to said assignee or its assigns, to communicate to said assignee or its representatives all facts known to the undersigned respecting said improvements, whenever requested, to testify in any interferences or other legal proceedings in which any of said applications or patents may become involved, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid assignee, its successors, assigns and nominees to obtain patent protection for said improvements in all countries, the expenses incident to said applications to be borne and paid by said assignee.

I, as assignor, hereby assign to said assignee all of my right, title and interest in French Application No. 1558697, filed September 16, 2016, and in the invention disclosed therein in all countries of the world including the right to claim priority or benefit pursuant to any law or treaty in the countries of the world.

11.06.2018
Date


Yves-Alain Ratron


Witness

C. MAISONNEUVE
Printed Name of Witness



AFFIDAVIT OF ACCURACY

(STATE OF NEW JERSEY)

) ss:

(COUNTY OF UNION)

THIS IS TO CERTIFY THAT THE ATTACHED TRANSLATION NUMBER SU7382A IS AN ACCURATE, TRUE AND COMPLETE RENDITION FROM FRENCH INTO ENGLISH OF AN ASSIGNMENT CONTRACT, PERTAINING TO GUILLAUME DUTERTRE, ISSUED BY VEXIM SA, IN PARIS, FRANCE, ON DECEMBER 16, 2016, AND THAT THIS IS A TRUE COPY OF THE ORIGINAL, WITH NOTHING ADDED OR AMENDED, TO THE BEST OF MY KNOWLEDGE AND BELIEF,

INLINGUA TRANSLATION SERVICES

SUBSCRIBED AND SWORN TO ON THIS

30th DAY OF April 2018.

SUSAN LYNN BALDANI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 04/21/2023

Inlingua New York • 551 Fifth Avenue • New York, NY 10178 • Tel (212) 682-8585 • Fax (212) 599-0977 • newyork@inlingua.com
Inlingua Ridgewood • 171 E. Ridgewood Avenue • Ridgewood, NJ 07450 • Tel (201) 444-8530 • Fax (201) 444-0116 • ridgewood@inlingua.com
Inlingua Summit • 95 Summit Avenue • Summit, NJ 07901 • Tel (908) 522-0522 • Fax (908) 522-1433 • summit@inlingua.com

www.inlinguaMetroNY.com

PATENT
CROSSING LANGUAGE BARRIER REEL: 054171 FRAME: 0631

ASSIGNMENT CONTRACT

Between

Vexim SA,

a limited liability company

the registered office of which is located at Hills Plaza – Bldg. B – 1st floor, 8 rue de Vidailhan,
Balma (France)

registered in the Commercial and Companies register of Toulouse under number 488 629 783,
Hereinafter called "Company"

as the first Party,

and

Doctor Guillaume Dutertre

Surgeon, residing at 41 rue Delambre, Paris (France) 75014

Hereinafter called "Inventor"

as the other Party,

Hereinafter jointly or individually called "the Parties" or "the Party".

RECITALS

Whereas over the course of their contractual relationship the Inventor collaborated with the Company in the development of an adjustable cannula for the injection of cement (hereinafter called "*the Product*").

Whereas an application for a French patent covering the Product was filed with the National Institute of Intellectual Property on September 16, 2013 under the number FR 1558697,

[Initials]

AS A RESULT OF WHICH THE FOLLOWING HAS BEEN AGREED:

Preliminary article – Definitions

Contractual Patent means the application for a French patent, 1558697, filed on September 16, 2015 in the name of Vexim, entitled “Control mechanism with adjustable rod”, and any foreign patent application filed claiming the priority of this patent application, as well as any application for division, addition, continuation or partial continuation or application for reexamination, and any patent issued or re-issued based on one of these patent applications.

Territory means the whole world.

Product means the adjustable cannula described and claimed in the Contractual Patent.

Article 1 – Subject of the Contract

- 1.1 By this contract, the Inventor assigns and transfers to the Company, which accepts them, all his rights to the ownership and exploitation of the Contractual Patent.

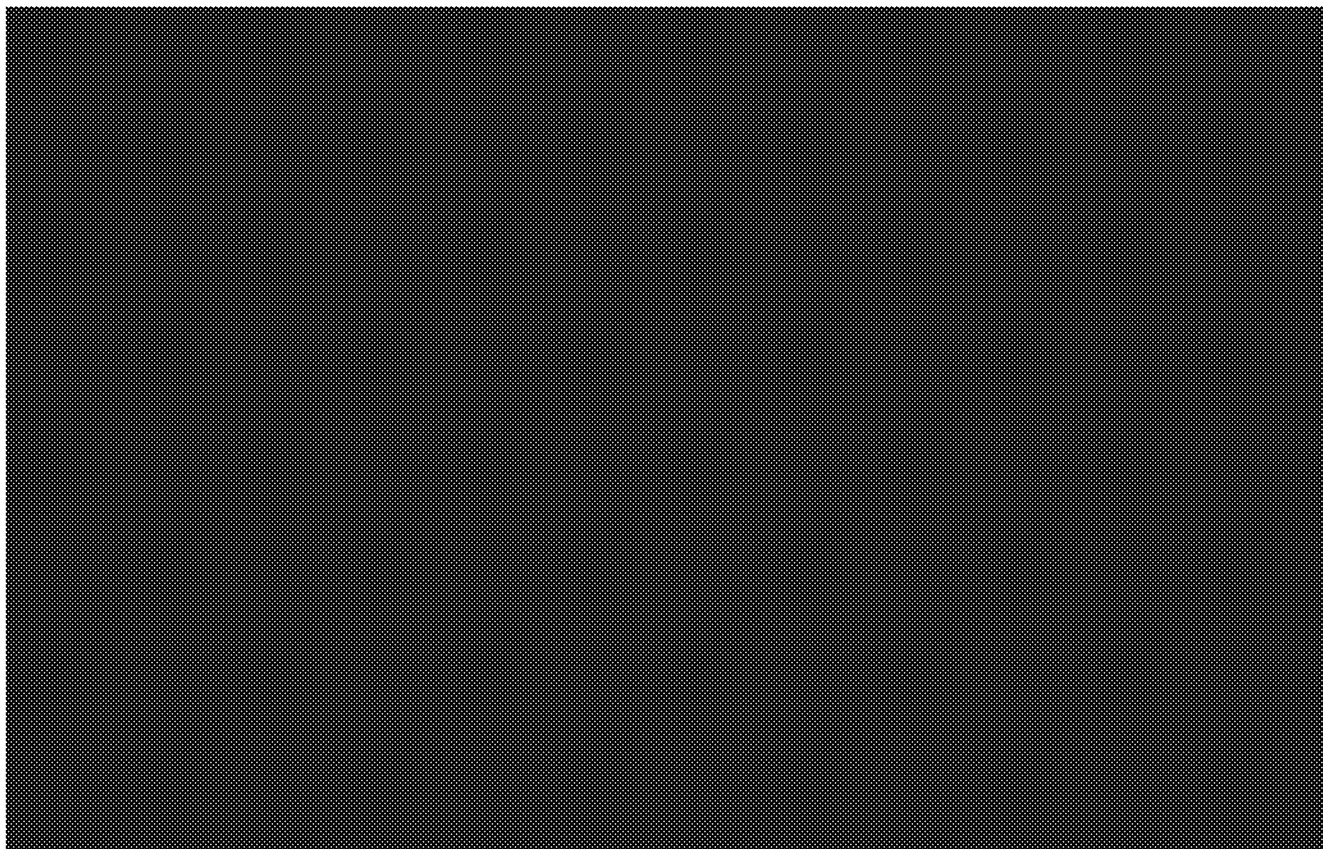
[initials]

- 1.2 The Inventor likewise assigns to the Company, which accepts it, the priority right created by the Contractual patent. The Company may therefore claim the priority right created by the filing of the French patent application FR 1558697, in accordance with Article 4 of the Paris Convention.

Article 2 – Effects of the assignment.

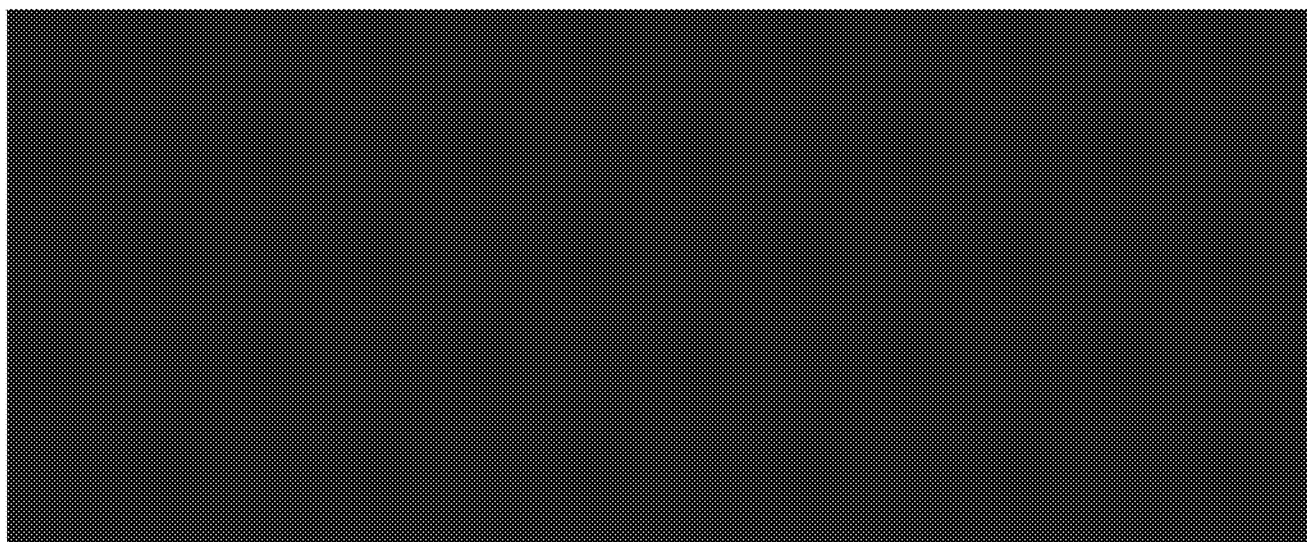
- 2.1 This assignment shall become effective on the date of the filing of application FR 1558697.
- 2.2 Starting from the effective date of the assignment, the Company shall be subrogated to all the rights of the Inventor. In particular, the Company shall have the right to undertake, at its expense, all the procedures necessary to protect the invention that is the subject of the Contractual Patent, in France and abroad. The Company may decide at its discretion to uphold or not uphold the Contractual Patent in any particular country.

[initials]

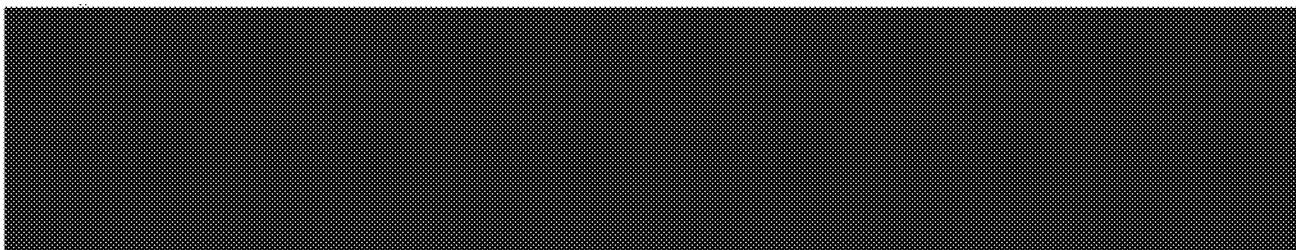


Article 6 – Term

This Contract shall come into effect on the last date of signature thereof. It shall remain in effect until the later of the following two dates: i) the expiration or invalidation of the last Contractual Patent covering the manufacture, use or sale of the Product or ii) in the countries not covered by a Contractual Patent, September 16, 2035.



[Initials]



Executed in 2 original, one for each of the Parties.

Date December 16, 2016

At Paris

For the Inventor

Mr. Guillaume Dutertre

Signature: [signature]

For the Company

Mr. Vincent Gardès

Title:

Signature: [signature]

[initials]

CONTRAT DE CESSION

ENTRE

VEXIM SA,

Société anonyme à Conseil d'Administration

Dont le siège est situé à BALMA (France) Hills Plaza -- Bât. B -- 1^{er} étage, 8 rue de Vidailhan.
Immatriculée au Registre du Commerce et des Sociétés de TOULOUSE sous le numéro
488 629 783.

Ci-après dénommée « la SOCIETE »

D'une part,

ET

Docteur Guillaume DUTERTRE,

Chirurgien, domicilié au 41 rue Delambre, 75014 PARIS (France)

Ci-après dénommé « l'INVENTEUR »

D'autre part,

Dénommées conjointement ou individuellement ci-après « Les parties » ou « La partie ».

EXPOSE PREALABLE

ATTENDU qu'au cours de leur relation contractuelle, l'INVENTEUR a collaboré avec la SOCIETE au développement d'une canule orientable d'injection de ciment (*Ci-après dénommé « le Produit »*).

ATTENDU qu'une demande brevet français couvrant le Produit a été déposée à l'Institut National de la Propriété Industrielle en date du 16 Septembre 2015 sous le numéro FR 1558697.

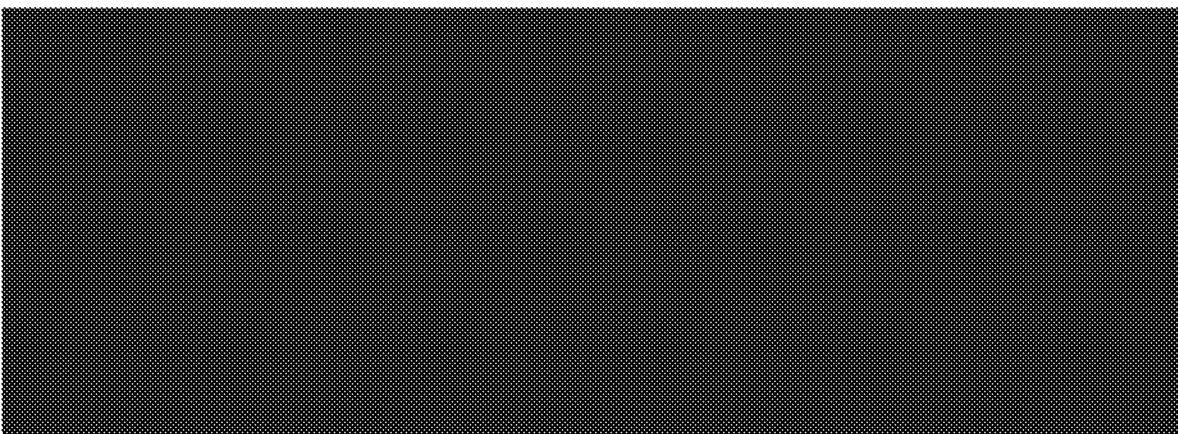
EN CONSEQUENCE DE QUOI IL EST CONVENU CE QUI SUIIT :

Article Préliminaire – Définitions

Par Brevet du Contrat, on entend la demande de brevet français 1558697 déposée le 16 septembre 2015 au nom de VEXIM intitulée « Mécanisme de contrôle de tige orientable », et toute demande de brevet étranger déposée sous priorité de cette demande de brevet, ainsi que toute demande de division, addition, continuation ou continuation in part ou demande de réexamen et chaque brevet qui délivré ou est re-délivré sur la base de l'une de ces demandes de brevets.

Par Territoire, on entend le monde entier.

Par Produit, on entend la canule orientable décrite et revendiquée dans le Brevet du Contrat.



Article 1 – Objet du contrat

- 1.1 Par le présent contrat, l'INVENTEUR cède et transfère à la SOCIETE qui l'accepte, tous ses droits de propriété et d'exploitation du Brevet du Contrat.
- 1.2 L'INVENTEUR cède également à la SOCIETE qui l'accepte le droit de priorité généré par le Brevet du Contrat. La SOCIETE peut donc se prévaloir du droit de priorité généré par le dépôt de la demande de brevet français FR 1558697, conformément à l'article 4 de la Convention d'Union de Paris.

Article 2 – Effets de la cession

- 2.1 Cette cession prend effet au jour du dépôt de la demande FR 1558697.
- 2.2 A compter de la prise d'effet de la cession, la SOCIETE est subrogé dans tous les droits de l'INVENTEUR. La SOCIETE aura notamment le droit d'entreprendre, à ses frais, toutes les démarches nécessaires pour protéger l'invention objet du Brevet du Contrat, en France comme à l'étranger. La SOCIETE pourra décider librement du maintien ou non du Brevet du Contrat dans un pays considéré.





Article 6 — Durée

Le présent Contrat entre en vigueur à la dernière date de signature des présentes. Il restera en vigueur jusqu'à la plus tardive des deux échéances suivantes : i) l'expiration ou l'invalidation du dernier Brevet du Contrat couvrant la fabrication, l'utilisation ou la vente du Produit ou ii) dans les pays qui ne sont pas couverts par un Brevet du Contrat, jusqu'au 16 septembre 2035.



Fait en 2 exemplaires originaux, dont un pour chacune des parties.

Le 10/12/2016

A. J. J. J.

Pour l'INVENTEUR

Monsieur Guillaume Dulertre

Signature

Pour la SOCIÉTÉ

Monsieur Vincent Gardès

Titre :

Signature



AFFIDAVIT OF ACCURACY

(STATE OF NEW JERSEY)

) ss:

(COUNTY OF UNION)

THIS IS TO CERTIFY THAT THE ATTACHED TRANSLATION NUMBER SU7382B IS AN ACCURATE, TRUE AND COMPLETE RENDITION FROM FRENCH INTO ENGLISH OF AN ASSIGNMENT CONTRACT, PERTAINING TO JEAN-BAPTISTE ZERLAUTH, ISSUED BY VEXIM SA, IN LAUSANNE, SWITZERLAND, ON JUNE 2, 2016, AND THAT THIS IS A TRUE COPY OF THE ORIGINAL, WITH NOTHING ADDED OR AMENDED, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INLINGUA TRANSLATION SERVICES

SUBSCRIBED AND SWORN TO ON THIS

30th DAY OF April 2018.

SUSAN LYNN BALDANI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 04/21/2023

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www.inlinguaMetroNY.com

CROSSING LANGUAGE BARRIER

PATENT

REEL: 054171 FRAME: 0641

ASSIGNMENT CONTRACT

Between

Vexim SA,
a limited liability company [REDACTED]
the registered office of which is located at Hills Plaza – Bldg. B – 1st floor, 8 rue de Vidailhan,
Balma (France)
registered in the Commercial and Companies register of Toulouse under number 488 629 783,
Hereinafter called "Company"

as the first Party,

and

Doctor Jean-Baptiste Zerlauth
Surgeon, residing at Batterie, Le Pont 991, 1985 La Sage, Switzerland
Hereinafter called "Inventor"

as the other Party,

Hereinafter jointly or individually called "the Parties" or "the Party".

RECITALS

Whereas over the course of their contractual relationship the Inventor collaborated with the Company in the development of an adjustable cannula for the injection of cement (hereinafter called "*the Product*").

Whereas an application for a French patent covering the Product was filed with the National Institute of Intellectual Property on September 16, 2015 under the number FR 1558697.

[initials]

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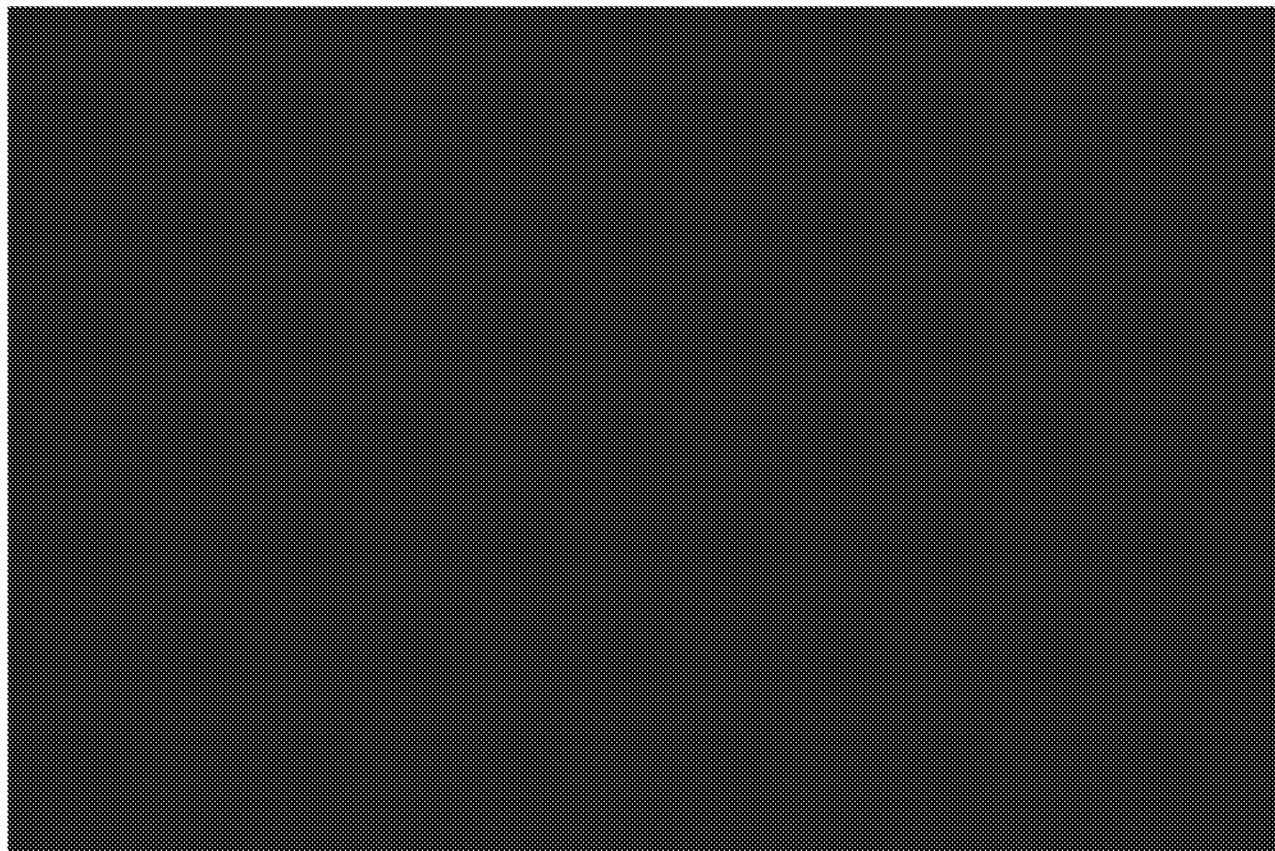
[initials]

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Article 2 – Effects of the assignment

- 2.1 This assignment shall become effective on the date of the filing of application FR 1558697.
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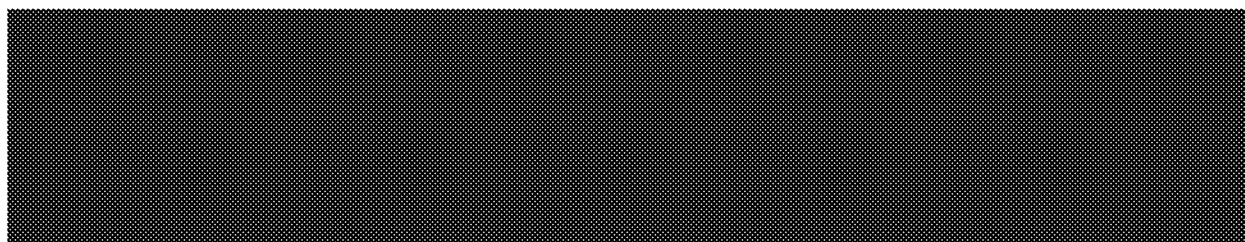


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[initials]



Executed in 2 original, one for each of the Parties.

Date June 2, 2016

At Lausanne

For the Inventor

Mr. Jean-Baptiste Zerlauth

Signature: [signature]

For the Company

Mr. Vincent Gardès

Title:

Signature: [signature]

[initials]

CONTRAT DE CESSION

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Société anonyme à Conseil d'Administration

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D'une part,

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Docteur Jean-Baptiste ZERLAUTH,

Chirurgien, domicilié à Batterie, Le Pont 991, 1985 La Sage, Suisse

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D'autre part,

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EXPOSE PREALABLE

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avec la SOCIETE au développement d'une canule orientable d'injection de ciment (Ci-après
dénommé « le Produit »).

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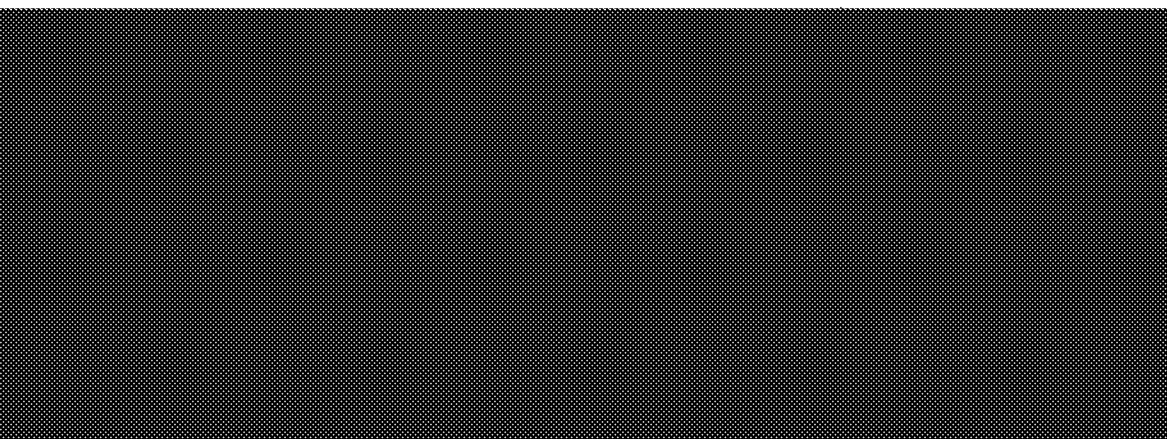
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Par Territoire, on entend le monde entier.

Par Produit, on entend la canule orientable décrite et revendiquée dans le Brevet du Contrat.



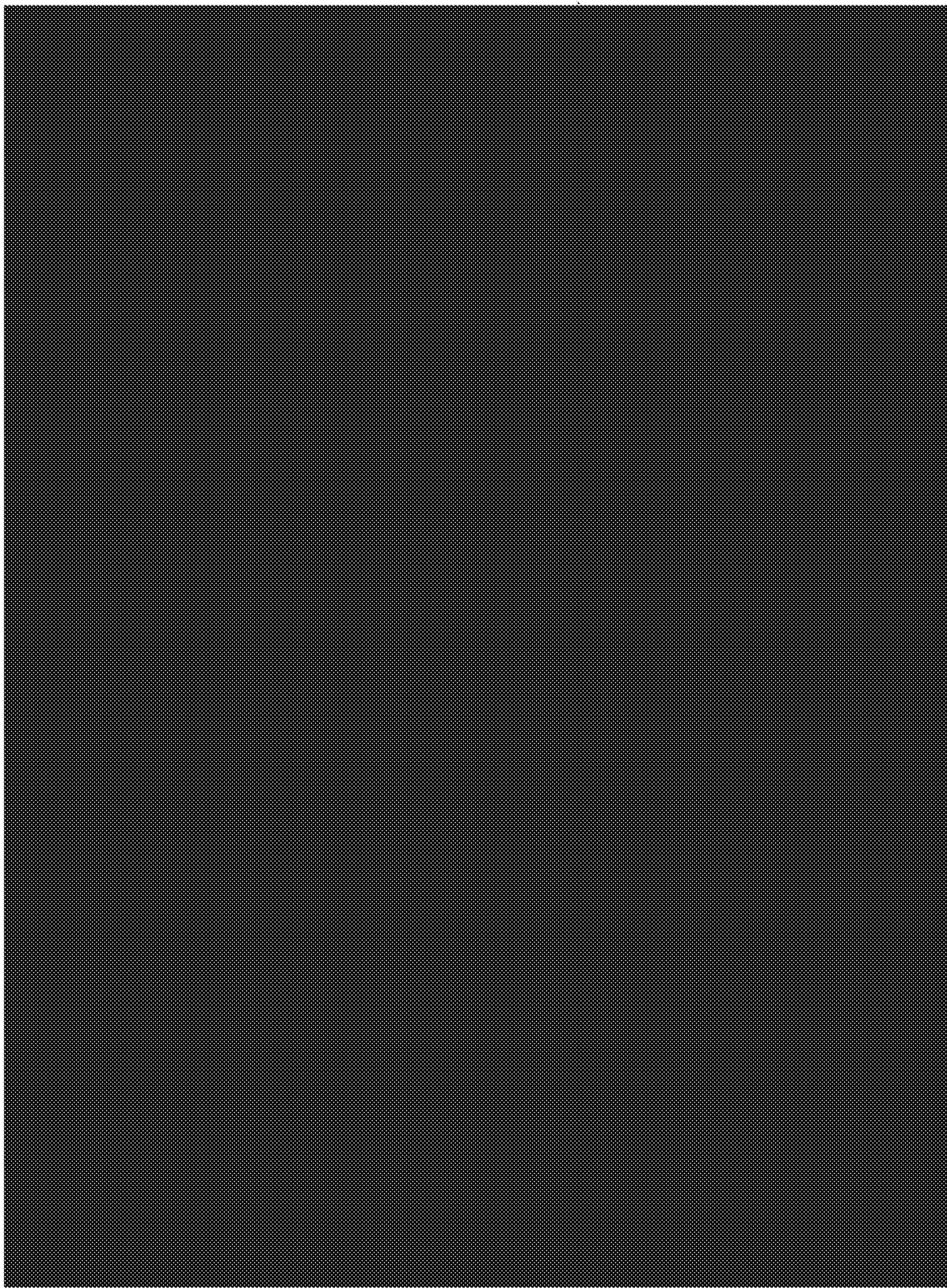
Article 1 – Objet du contrat

- 1.1 Par le présent contrat, l'INVENTEUR cède et transfère à la SOCIETE qui l'accepte, tous ses droits de propriété et d'exploitation du Brevet du Contrat.
- 1.2 L'INVENTEUR cède également à la SOCIETE qui l'accepte le droit de priorité généré par le Brevet du Contrat. La SOCIETE peut donc se prévaloir du droit de priorité généré par le dépôt de la demande de brevet français FR 1558697, conformément à l'article 4 de la Convention d'Union de Paris.

Article 2 – Effets de la cession

- 2.1 Cette cession prend effet au jour du dépôt de la demande FR 1558697.
- 2.2 A compter de la prise d'effet de la cession, la SOCIETE est subrogé dans tous les droits de l'INVENTEUR. La SOCIETE aura notamment le droit d'entreprendre, à ses frais, toutes les démarches nécessaires pour protéger l'invention objet du Brevet du Contrat, en France comme à l'étranger. La SOCIETE pourra décider librement du maintien ou non du Brevet du Contrat dans un pays considéré.

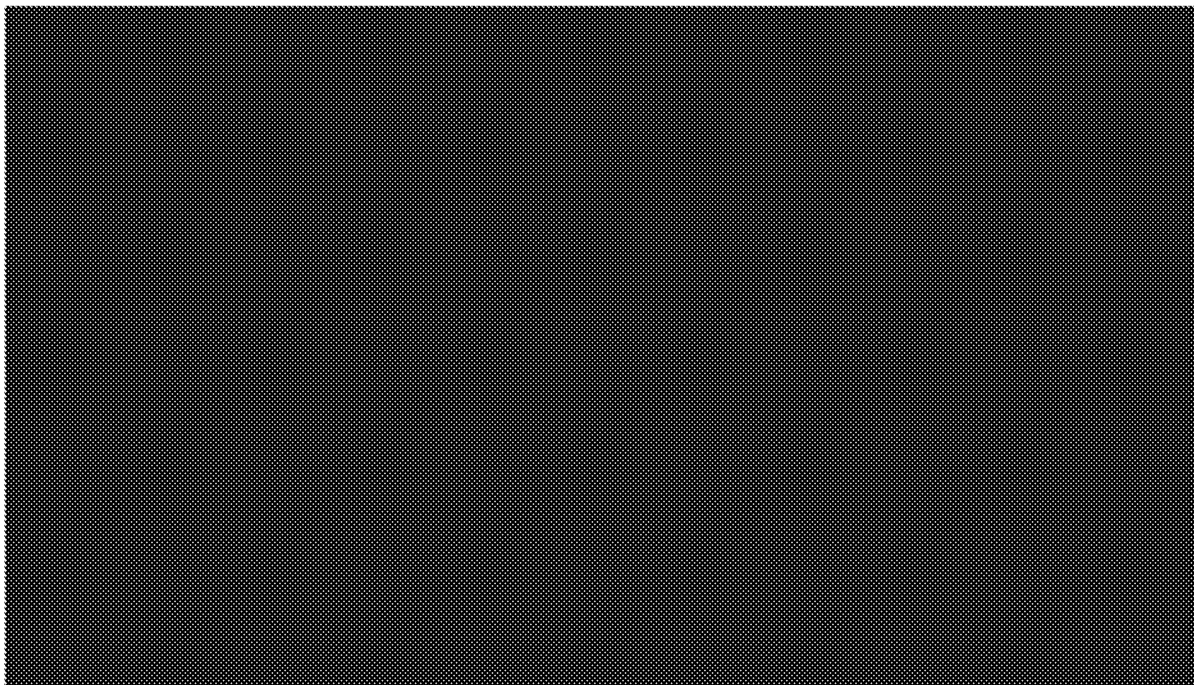




Article 6 – Durée

Le présent Contrat entre en vigueur à la dernière date de signature des présentes. Il restera en vigueur jusqu'à la plus tardive des deux échéances suivantes : i) l'expiration ou l'invalidation

du dernier Brevet du Contrat couvrant la fabrication, l'utilisation ou la vente du Produit ou ii)
dans les pays qui ne sont pas couverts par un Brevet du Contrat, jusqu'au 16 septembre 2035.



Fait en 2 exemplaires originaux, dont un pour chacune des parties.

Le ... 22. 10. 2020
A. ...

Pour l'INVENTEUR

Monsieur Jean-Baptiste Zerlauth

Signature

Pour la SOCIETE

Monsieur Vincent Gardès

Titre :

Signature