## 506362507 11/19/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6409263

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

## **CONVEYING PARTY DATA**

| Name                     | Execution Date |
|--------------------------|----------------|
| ACCURO TECHNOLOGIES INC. | 11/02/2020     |

## **RECEIVING PARTY DATA**

| Name:           | ELCAM MEDICAL ACS LTD. |  |  |
|-----------------|------------------------|--|--|
| Street Address: | KIBBUTZ BARAM          |  |  |
| City:           | KIBBUTZ BARAM          |  |  |
| State/Country:  | ISRAEL                 |  |  |
| Postal Code:    | 1386000                |  |  |

## **PROPERTY NUMBERS Total: 8**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 15491730 |
| Application Number: | 16407945 |
| Application Number: | 16407955 |
| Application Number: | 62326597 |
| Application Number: | 62401618 |
| Application Number: | 14519934 |
| Application Number: | 61893771 |
| Application Number: | 62275422 |

## **CORRESPONDENCE DATA**

**Fax Number:** (202)293-7860

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.

**Phone:** 2022937060

**Email:** SUGHRUE@SUGHRUE.COM, JROSENBERG@SUGHRUE.COM

Correspondent Name: SUGHRUE MION PLLC

Address Line 1: 2000 PENNSYLVANIA AVENUE, NW

Address Line 4: WASHINGTON, D.C. 20006

| NAME OF SUBMITTER: JODY L. ROSENBERG |                    |
|--------------------------------------|--------------------|
| SIGNATURE:                           | /Jody L Rosenberg/ |
| DATE SIGNED:                         | 11/19/2020         |

PATENT 506362507 REEL: 054414 FRAME: 0961

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PATENT REEL: 054414 FRAME: 0962

### PATENT ASSIGNMENT AGREEMENT

**THIS AGREEMENT** (the "**Agreement**") is made as of the 2 day of November, 2020 (the "**Effective Date**").

## BETWEEN:

**ACCURO TECHNOLOGIES INC.**, a corporation incorporated pursuant to the laws of the Province of British Columbia and having its principal place of business at Unit 201 - 2590 Cadboro Bay Road, Victoria, British Columbia, Canada V8R 5J2 ("**Accuro**")

– and –

**ELCAM MEDICAL ACS LTD.**, a corporation incorporated under the laws of the State of Israel and having its principal place of business at Kibbutz BarAm 1386000, Israel ("**Elcam**")

(each a "Party" and collectively, the "Parties")

WHEREAS Accuro is the owner of the Patents identified in Schedule A (the "Patents");

WHEREAS under a certain asset purchase agreement entered into by Accuro and Elcam dated April 11, 2019, as amended (the "Asset Purchase Agreement"), Accuro agreed to enter into a patent assignment agreement pursuant to which it would assign to Elcam all of its rights, title and interest in and to the Patents upon the closing of that Asset Purchase Agreement;

**AND WHEREAS** the Parties now wish to enter into this Agreement to bring into effect the assignment of the Patents;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

- **1.1 Assignment.** Accuro hereby assigns, transfers and conveys to Elcam and its successors and assigns, all of Accuro's right, title, and interest, in and to the following:
  - (a) the Patents and any patent applications (including provisional applications) associated therewith and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, however depicted;
  - (b) all rights of any kind whatsoever of the Vendor 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; and

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(d) 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,

the same to be held and enjoyed by Elcam, its successors, assigns, and other legal representatives, as fully and entirely as would have been held and enjoyed by Accuro if this Agreement had not been made.

- 1.2 Further Assurances. Accuro hereby authorizes the Commissioner for Patents in the United States Patent and Patent Office and the Registrar of Patents in the Canadian Intellectual Property Office and the officials of any corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Elcam. Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.
- 1.3 Asset Purchase Agreement Controls. This Agreement is intended solely to effect the assignment of the Patents, all pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement. Nothing in this Agreement is meant to or shall be construed to affect in any way any of the warranties, representations, agreements or covenants of the Vendor or the Purchaser set forth in the Asset Purchase Agreement. The execution and delivery of this Agreement shall not affect, alter, diminish, enlarge or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, agreements, terms or provisions of the Asset Purchase Agreement. If there is any conflict between any of the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.
- **1.4 Governing Law.** Subject to the next sentence, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware. The provisions of Article 10 of the Asset Purchase Agreement entitled "General Provisions" are hereby incorporated by reference herein.

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318426.00001/104143117.1 51141120.3 **IN WITNESS WHEREOF**, this Agreement has been executed by the Parties hereto as of the date first written above by their respective officers thereunto duly authorized.

| ACC | URO TECHNOLOGIES INC.            |
|-----|----------------------------------|
| By: |                                  |
|     | Name: James A Helliwell; CEO     |
|     | Title:                           |
| ELC | 11/2/2020<br>AM MEDICAL ACS LTD. |
| By: |                                  |
| ·   | Name:                            |
|     | Title:                           |

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties hereto as of the date first written above by their respective officers thereunto duly authorized.

## ACCURO TECHNOLOGIES INC.

| By:  |  |
|------|--|
|      | Name:  |
|      | Title:                                       |
| ELC. | AM MEDICAL ACS LTD.  Elcam Medical  A.C.A.L. |
|      | Name: JGAL, Koths                            |
|      | Title: E.E.O                                 |
|      |  |

[Signature Page to Patent Assignment Agreement]

11/2/2020

# APPENDIX A PATENT APPLICATIONS & ISSUED PATENTS

| Title   | Country                            | Application No.   | Filing Date | Patent No. | Issue Date |
|---|------------------------------------|-------------------|-------------|------------|------------|
| SINGLE SLIDER<br>DOUBLE<br>BARREL<br>SYRINGE AND<br>METHOD TO | Canada                             | 3,019,843         | 2017-04-19  | N/A        | N/A        |
|   | United States                      | 15/491,730        | 2017-04-19  | 10328212   | 2019-06-25 |
| USE SAME FOR MEDICAL DIAGNOSTICS, THERAPEUTIC                 | United States                      | 16/407,945        | 2019-05-09  | N/A        | N/A        |
| USE, AND PLACEMENT CONFIRMATION                               | United States                      | 16/407,955        | 2019-05-09  | N/A        | N/A        |
| AND JOINT<br>SPACE<br>INJECTION                               | United States                      | 62/326,597        | 2016-04-22  | N/A        | N/A        |
| INJECTION   | United States                      | 62/401,618        | 2016-09-29  | N/A        | N/A        |
|   | Australia                          | 2017252645        | 2017-04-19  | N/A        | N/A        |
|   | European<br>Patent Office<br>(EPO) | 17722233.8        | 2017-04-19  | N/A        | N/A        |
|   | Hong Kong                          | 19126435.7        | 2017-04-19  | N/A        | N/A        |
|   | WIPO                               | PCT/US2017/028395 | 2017-04-19  | N/A        | N/A        |
| DOUBLE<br>BARREL<br>SYRINGE AND                               | Canada                             | 2,927,844         | 2014-10-21  | N/A        | N/A        |
| METHOD TO USE SAME FOR PLACEMENT CONFIRMATION AND JOINT       | United States                      | 14/519,934        | 2014-10-21  | N/A        | N/A        |
|   | United States                      | 61/893,771        | 2013-10-21  | N/A        | N/A        |

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> PATENT REEL: 054414 FRAME: 0967

| SPACE<br>INJECTION  | Australia                          | 2014340221        | 2014-10-21 | 2014340221 | 2019-05-02 |
|---|------------------------------------|-------------------|------------|------------|------------|
|   | Hong Kong                          | 17101749.3        | 2014-10-21 | N/A        | N/A        |
|   | European<br>Patent Office<br>(EPO) | 14792963.2        | 2014-10-21 | 3060131    | 2019-12-11 |
|   | United<br>Kingdom                  | 14792963.2        | 2014-10-21 | 3060131    | 2019-12-11 |
|   | WIPO                               | PCT/US2014/061608 | 2014-10-21 | N/A        | N/A        |
| SINGLE VALVE<br>DOUBLE BARREL<br>SYRINGE AND  | United States                      | 62/275,422        | 2016-01-06 | N/A        | N/A        |
| METHOD TO USE SAME FOR MEDICAL DIAGNOSTICS, THERAPEUTIC USE, AND PLACEMENT CONFIRMATION AND JOINT SPACE INJECTION | WIPO                               | PCT/US2017/012361 | 2017-01-05 | N/A        | N/A        |

**RECORDED: 11/19/2020**