

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6417634

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| OLYMPUS CORPORATION | 05/21/2020 |
| RECEIVING PARTY DATA | |
| Name: | ROLLS ROYCE PLC |
| Street Address: | KINGS PLACE, 90 YORK WAY |
| City: | LONDON |
| State/Country: | UNITED KINGDOM |
| Postal Code: | N1 9FX |
| PROPERTY NUMBERS Total: 11 | |
| Property Type | Number |
| Patent Number: | 9813674 |
| Patent Number: | 9588332 |
| Patent Number: | 9261693 |
| Patent Number: | 9316564 |
| Patent Number: | 9766159 |
| Patent Number: | 9823460 |
| Patent Number: | 9429526 |
| Patent Number: | 9715100 |
| Patent Number: | 10504262 |
| Patent Number: | 10628938 |
| Patent Number: | 10310250 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)836-2787 |
| <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: | 703-836-6400 |
| Email: | email@oliff.com |
| Correspondent Name: | AARON L. WEBB |
| Address Line 1: | OLIFF PLC |
| Address Line 2: | P.O. BOX 320850 |
| Address Line 4: | ALEXANDRIA, VIRGINIA 22320-4850 |

PATENT

| | |
|--------------------------------|-------------------------------------|
| ATTORNEY DOCKET NUMBER: | 194325 |
| NAME OF SUBMITTER: | KATIE HERNANDEZ |
| SIGNATURE: | /Katie Hernandez/ for Aaron L. Webb |
| DATE SIGNED: | 11/24/2020 |

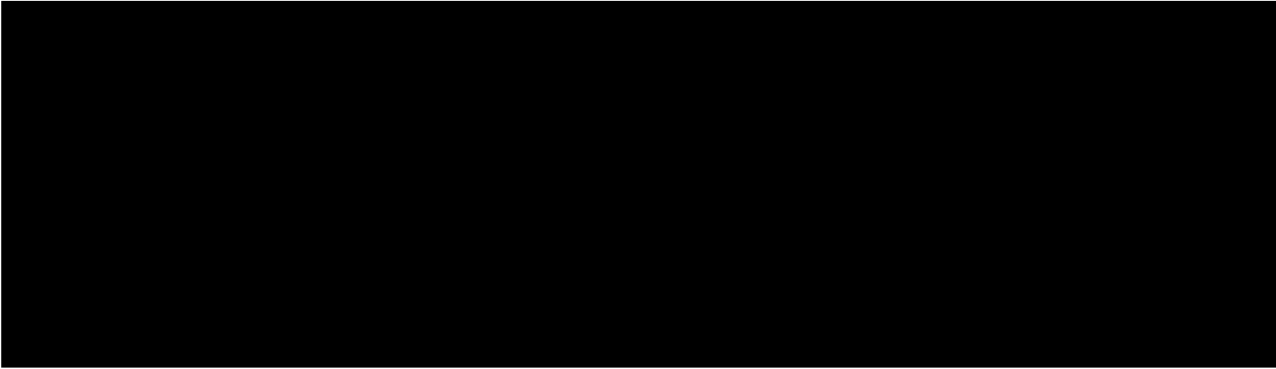
Total Attachments: 12

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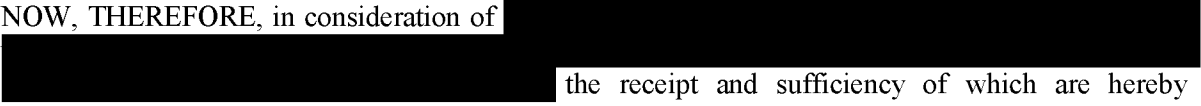
ASSIGNMENT AGREEMENT REFERENCE DEG14644

This Assignment Agreement (this “**Agreement**”) is made and entered into as of 21st May 2020 (the “**Effective Date**”) by and between Rolls-Royce plc, a company registered in England (company number 1003142) whose registered office is at Kings Place, 90 York Way, London N1 9FX (“**Rolls-Royce**”); KeyMed (Medical and Industrial Equipment) Ltd., a company registered in England (company number 00966736), whose registered office is at KeyMed House, Stock Road, Southend-on-Sea, Essex SS2 5QH, United Kingdom (“**KeyMed**”) and Olympus Corporation whose registered office is at Shinjuku Monolith, 2-3-1 Nishi-Shinjuku, Shinjuku-ku, Tokyo 163-0914, Japan (“**Olympus**”).

WHEREAS,

- 
- (C) Olympus and KeyMed developed or obtained certain Foreground Intellectual Property and filed and prosecuted certain Patents claiming such Foreground Intellectual Property as set forth on Schedule B hereto; and
 - (D) In order to completely fulfill and discharge KeyMed’s obligations under the AEP Agreement, each of KeyMed and Olympus shall assign its entire right, title and interest in and to certain Foreground Intellectual Property (as described in more detail below) that has vested in it (including, without limitation, the Patents).

NOW, THEREFORE, in consideration of



the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **DEFINITIONS**

In this Agreement:

- 1.1. All words and expressions that are capitalized but not defined have the meaning given to those words and expressions under the AEP Agreement;
- 1.2. Foreground Intellectual Property has the meaning set out in the AEP Agreement and includes Assigned Foreground Intellectual Property and the Patents;

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[REDACTED]

1.4. **"Patents"** means the patents and patent applications set forth in Schedule B hereto including:

1.4.1. the right to claim priority from those patents and patent applications;

1.4.2. the right to any patents granted pursuant to any of those patent applications;

1.4.3. in respect of any invention disclosed in those patents or patent applications, the right to file an application, claim priority from such application and prosecute and obtain grant of patent; and

1.4.4. the right to sue for damages and other remedies for any infringement of the patents and patent applications set forth in Schedule B hereto for the full duration thereof, including all renewals, revivals, reissues, divisions, continuations or extensions.

[REDACTED]

2. **ASSIGNMENT**

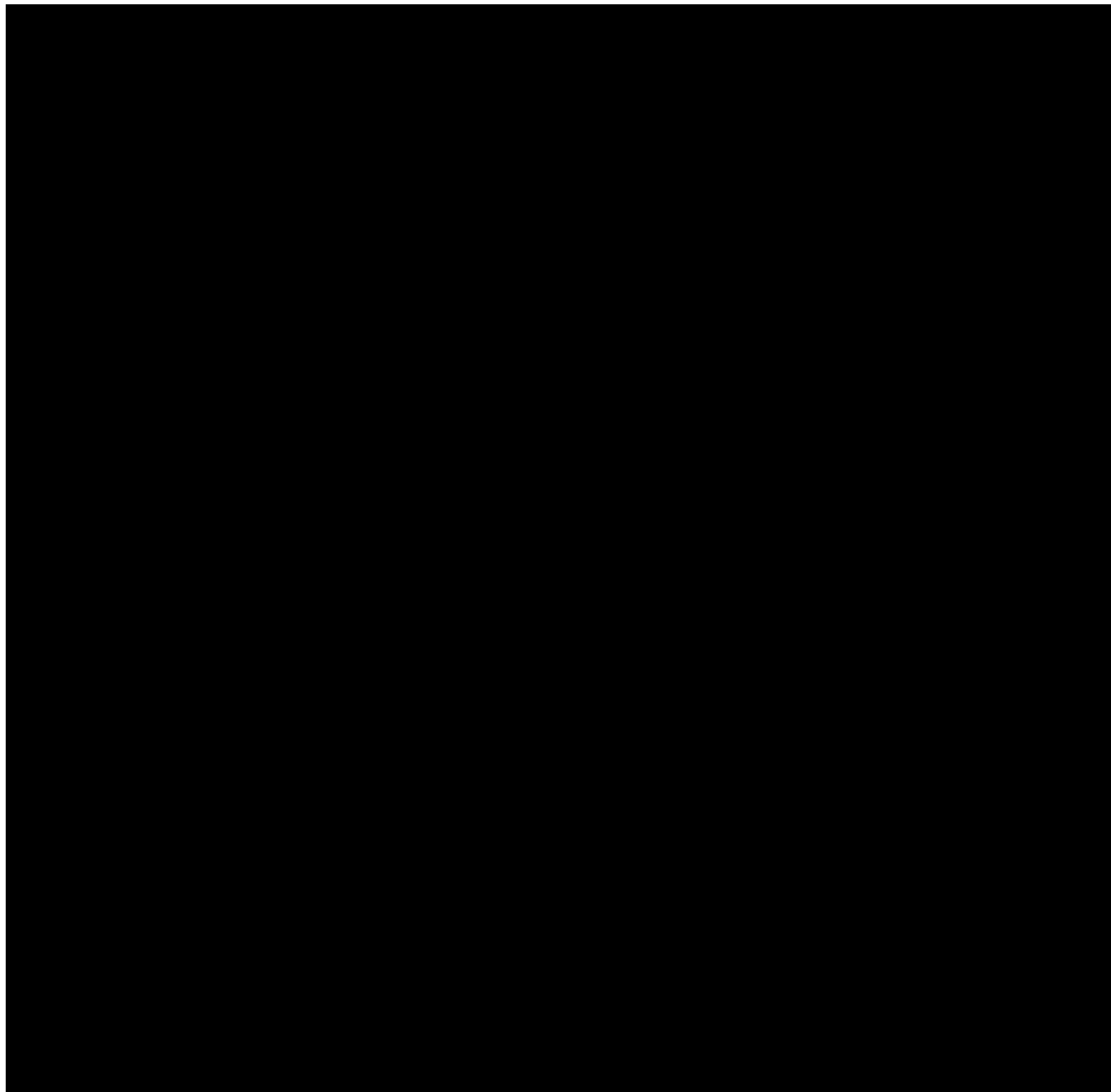
2.1. KeyMed agrees that the Foreground Intellectual Property has accrued to Rolls-Royce by virtue of the assignment set out in the AEP Agreement.

2.2. Without prejudice to clause 2.1, if and to the extent that the assignment set out in the AEP Agreement was, for any reason, not sufficient to vest the Foreground Intellectual Property in Rolls-Royce:

2.2.1. each of KeyMed and Olympus hereby assigns to Rolls-Royce with full title guarantee all of its right title and interest in and to the Foreground Intellectual Property (expressly excluding any Background Intellectual Property of KeyMed;

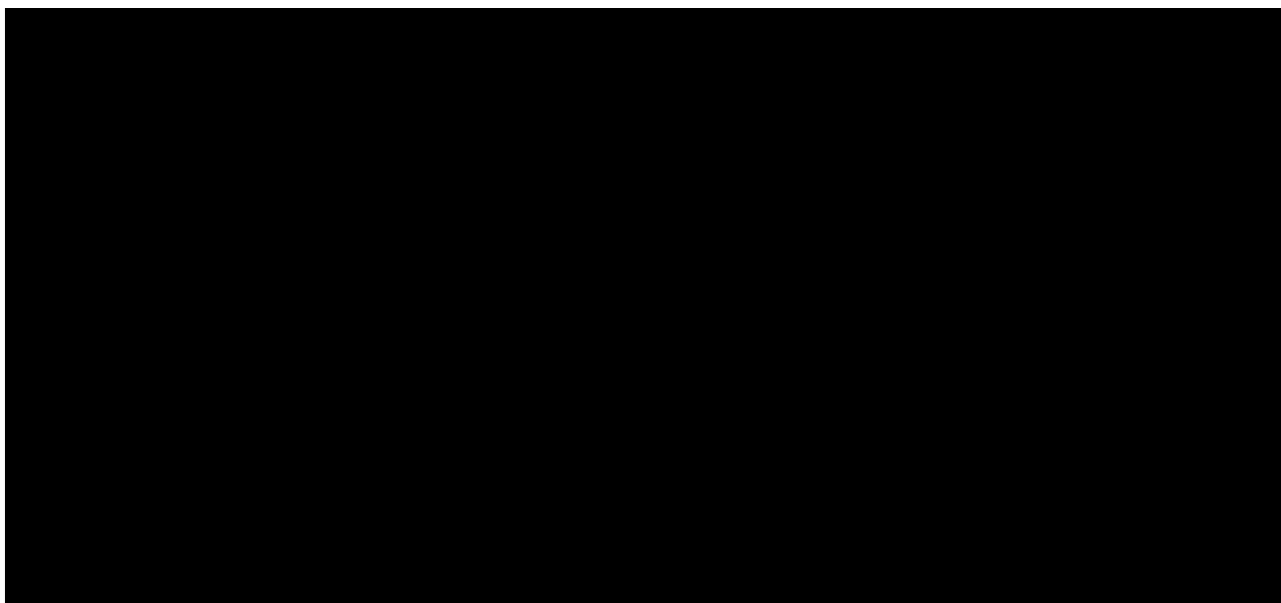
2.2.2. each of KeyMed and Olympus further waives (and will cause each of its employees, agents and third party developers to waive) any "moral" rights, or other rights with respect to attribution or integrity relating to the Foreground Intellectual Property as it or they may have under applicable law.

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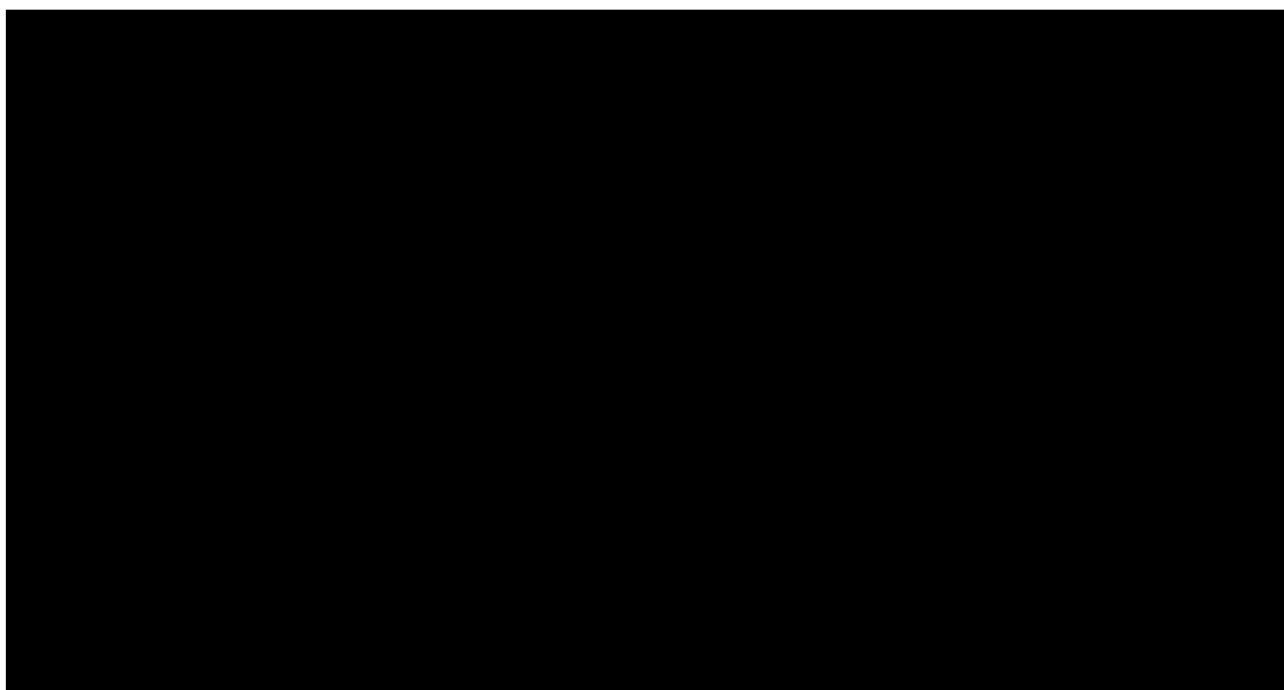


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6. **WARRANTIES**



7. **DISCLAIMERS**

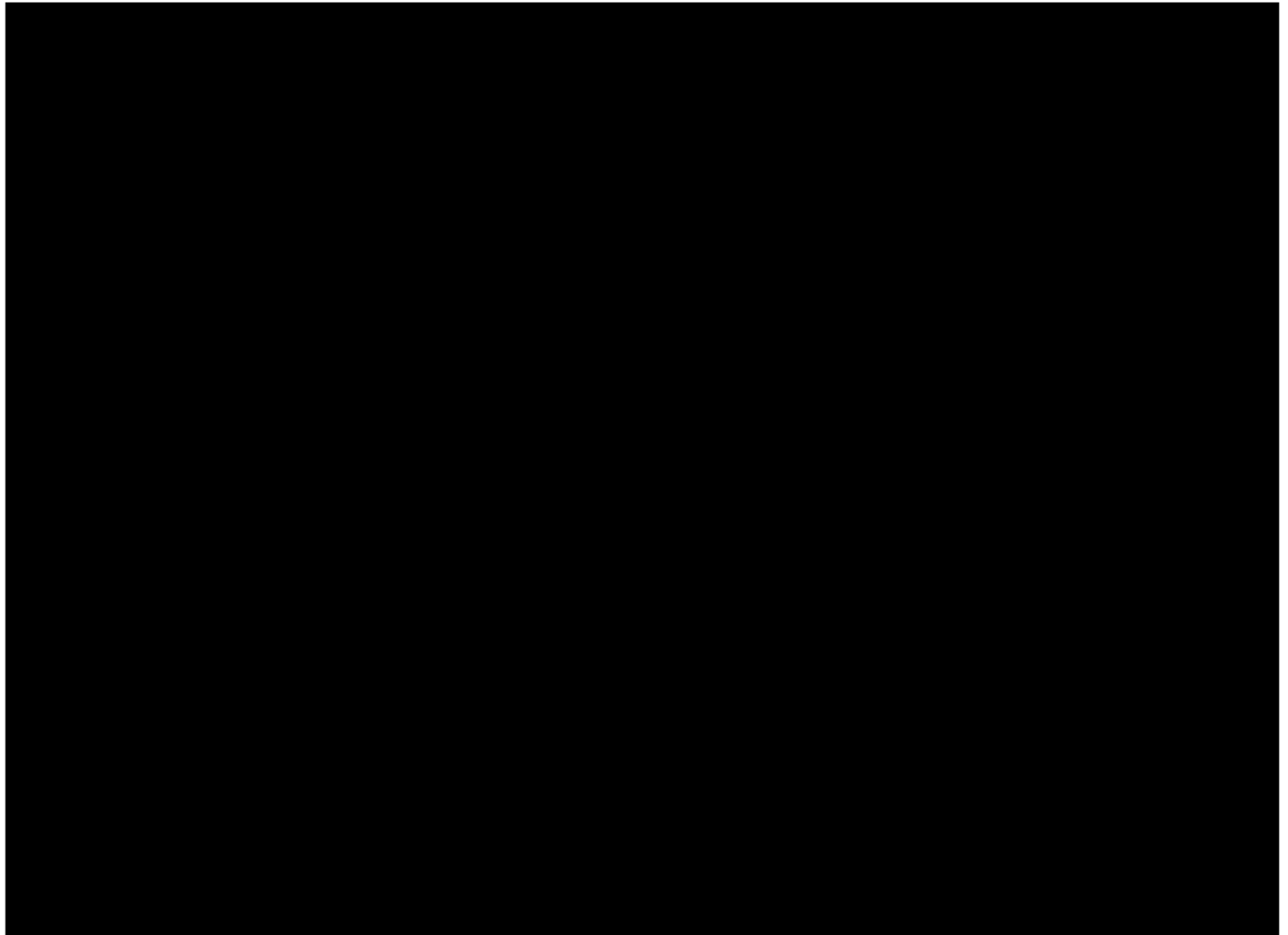


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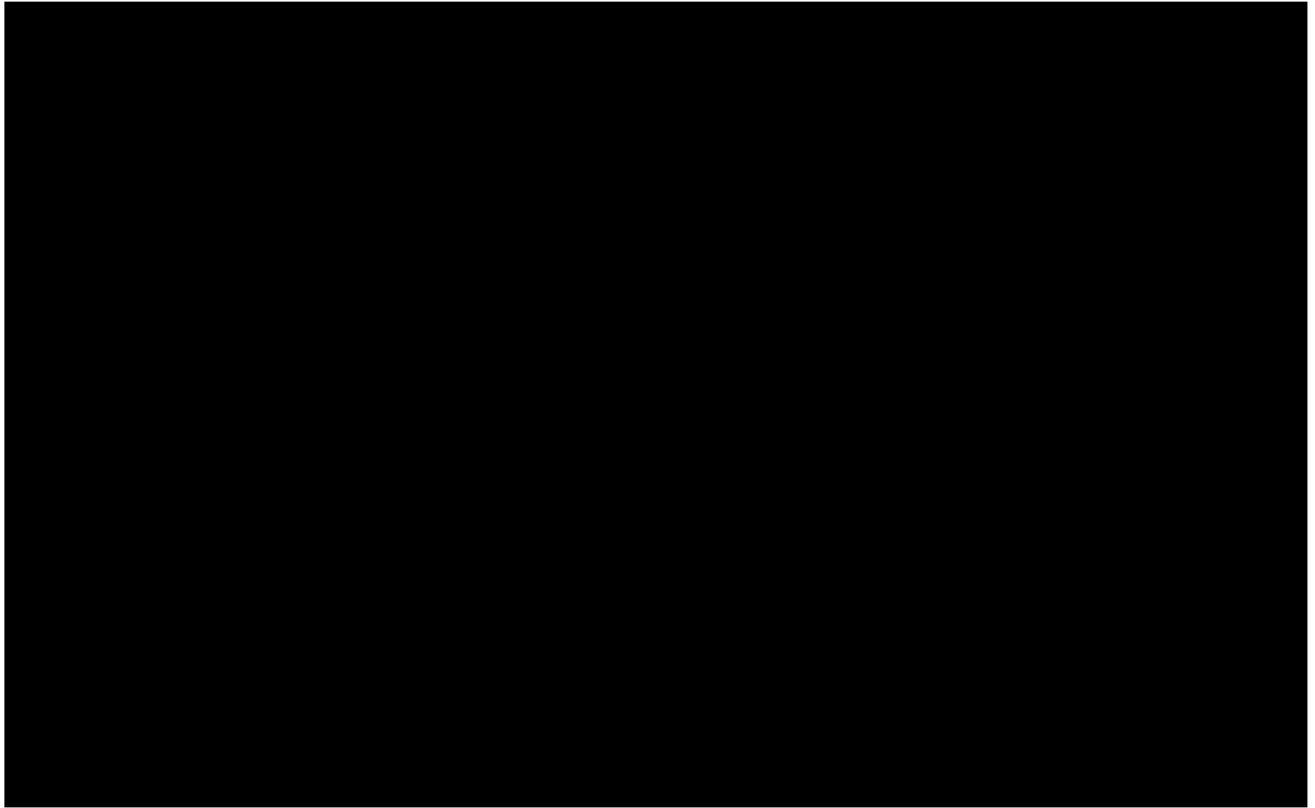
8. **GENERAL**

- 8.1. Confidentiality. The parties agree to keep the terms and conditions of this Agreement confidential.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorised, all as of the date first above set forth.

**KeyMed (Medical and Industrial Equipment),
Ltd**

DocuSigned by:
E Carl Yallop
179809B64D0B4E1...

Name: Carl Yallop

Title: Director

Rolls-Royce plc

DocuSigned by:
By Michael Moreton
0FF279FB86E04E7...

Name: Michael Moreton

Title: Global Commodity Manager

**KeyMed (Medical and Industrial Equipment),
Ltd**

DocuSigned by:
By Constantin Zangemeister
0B8875B74D9E4EE...

Name: Constantin Zangemeister

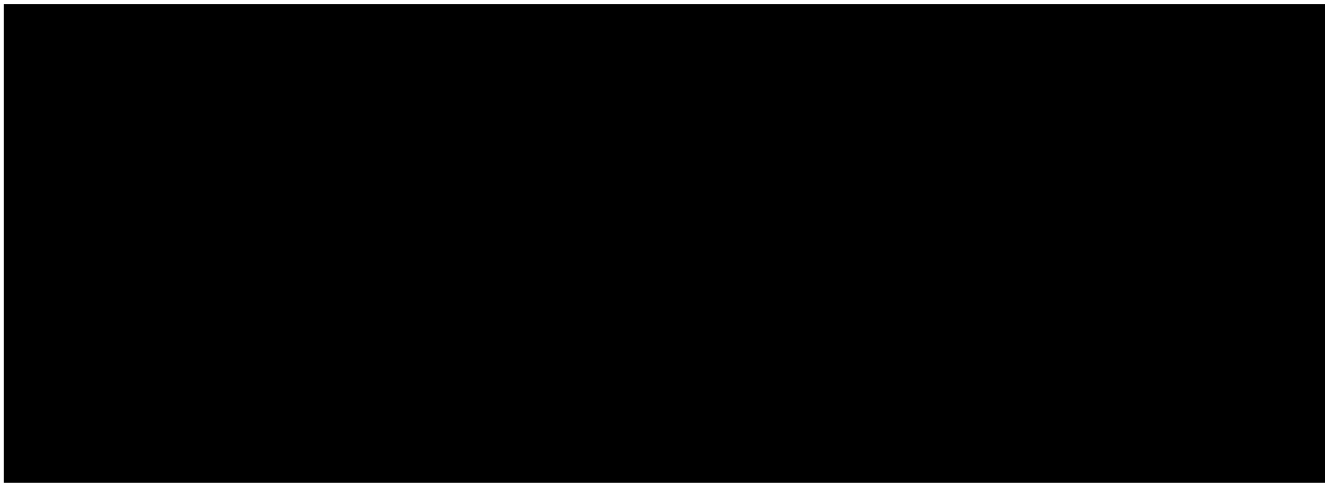
Title: Director

Olympus Corporation

DocuSigned by:
B: **Kenichi Koyama** _____
BB65DAED6D7D437...

Name: Kenichi Koyama

Title: Mechanical Engineering Director



SCHEDULE B

PATENTS AND PATENT APPLICATIONS

OLYMPUS PATENTS:

| Family | Application Number | Publication Number | Application Date | Publication Date | File Number | Country | Inventor | Department |
|--------|--------------------|---------------------------|------------------|------------------|-------------|---------|---|---|
| 1 | US61/775512 | - | 3/9/2013 | | 13P00302 | US | Fumio Hori Eiichi Kobayashi Yutaka Konomura | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140196344 | US2014-0253715 | 3/4/2014 | 9/11/2014 | 13P02227 | US | | |
| | EP20140157864 | EP22725337 | 3/5/2014 | 9/10/2014 | 13P02228 | EP | | |
| 2 | US61/780570 | - | 3/13/2013 | | 13P00382 | US | Fumio Hori Eiichi Kobayashi Yutaka Konomura | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140200861 | US2014-0267678 | 3/7/2014 | 9/18/2014 | 13P02225 | US | | |
| | EP20140158609 | EP22728743 | 3/10/2014 | 9/17/2014 | 13P02226 | EP | | |
| 3 | JP20130091452 | JP2014-215325 | 4/24/2013 | 11/17/2014 | 13P00706 | JP | Fumio Hori Eiichi Kobayashi Yutaka Konomura | Scientific Solutions Product Development Div. Product Development Dept.2 |
| 4 | US20130939564 | US2015-0082841 | 6/27/2013 | 1/1/2015 | 13P00893 | US | Yutaka Konomura Eiichi Kobayashi Fumio Hori | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | EP20130183761 | EP2818208 | 9/10/2013 | 12/31/2014 | 13P01656 | EP | | |
| 5 | JP20130157926 | JP2015-028542 | 7/30/2013 | 2/12/2015 | 13P01362 | JP | Eiichi Kobayashi Fumio Hori Yutaka Konomura | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140336859 | US2015-0036150 | 7/21/2014 | 2/5/2015 | 14P00702 | US | | |
| | EP20140178312 | EP2833186 | 7/24/2014 | 2/4/2015 | 14P00702 | EP | | |
| 6 | JP20130160750 | JP2015-027386 | 7/30/2013 | 2/12/2015 | 13P01364 | JP | Eiichi Kobayashi Fumio Hori Yutaka Konomura | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140336824 | US2015-0036160 | 7/21/2014 | 2/5/2015 | 14P00703 | US | | |
| | EP20140178326 | EP2833188 | 7/24/2014 | 2/4/2015 | 14P00703 | EP | | |
| 7 | JP20130157927 | JP2015-031802 | 8/1/2013 | 2/16/2015 | 13P01380 | JP | Yutaka Konomura Eiichi Kobayashi Fumio Hori | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140336784 | US2015-0036130 | 7/21/2014 | 2/5/2015 | 14P00704 | US | | |
| | EP20140178321 | EP2833189 | 7/24/2014 | 2/4/2015 | 14P00704 | EP | | |

| Family | Application Number | Publication Number | Application Date | Publication Date | File Number | Country | Inventor | Department |
|--------|--------------------|-----------------------|------------------|------------------|-------------|---------|---|---|
| 8 | JP20130160752 | <u>JP2015-031803</u> | 8/1/2013 | 2/16/2015 | 13P01381 | JP | Yutaka Konomura Eiichi Kobayashi Fumio Hori | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140336760 | <u>US2015-0035253</u> | 7/21/2014 | 2/5/2015 | 14P00778 | US | | |
| | EP20140178329 | <u>EP2833382</u> | 7/24/2014 | 2/4/2015 | 14P00778 | EP | | |
| 9 | JP20130160751 | <u>JP2015-031804</u> | 8/1/2013 | 2/16/2015 | 13P01382 | JP | Yutaka Konomura Eiichi Kobayashi Fumio Hori | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | US20140336680 | <u>US2015-0036127</u> | 7/21/2014 | 2/5/2015 | 14P00779 | US | | |
| | EP20140178313 | <u>EP2833390</u> | 7/24/2014 | 2/4/2015 | 14P00779 | EP | | |
| 10 | JP20150146718 | - | 7/24/2015 | - | 15P00516 | JP | Eiichi Kobayashi | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | PCT/JP2016/065894 | <u>WO2017/018045</u> | 5/30/2016 | 2/2/2017 | 16P01131 | WO | | |
| | JP2017531054 | <u>WO2017/018045</u> | 10/24/2017 | 5/17/2018 | 16P01131 | JP | | |
| | US20180677472 | <u>US2018-0158183</u> | 2/23/2018 | 6/7/2018 | 16P01131 | US | | |
| | EP20180146719 | <u>EP2822682</u> | 5/30/2016 | 2/2/2017 | 16P01131 | EP | | |
| 11 | JP20150146719 | - | 7/24/2015 | - | 15P01265 | JP | Eiichi Kobayashi | Scientific Solutions Product Development Div. Product Development Dept.2 |
| | PCT/JP2016/065895 | <u>WO2017/018046</u> | 5/30/2016 | 2/2/2017 | 16P01141 | WO | | |
| | JP2017531054 | <u>WO2017/018045</u> | 10/24/2017 | 5/17/2018 | 16P01141 | JP | | |
| | US20180677472 | <u>US2018-0158183</u> | 2/23/2018 | 6/7/2018 | 16P01141 | US | | |
| | | | | | | | | |

KEYMED PATENTS:

| Family | Application Number | Publication Number | Application Date | Publication Date | File Number | Country | Inventor | Department |
|--------|--------------------|--------------------|------------------|------------------|-------------|---------|----------|------------|
| 1 | 1513063.6 | GB2540616A | | | | UK | | |
| | PCT/GB2016/052233 | WO2017/017422 | | 2/2/2017 | | WO | | |