

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6495020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KOBOLD, LLC	01/04/2021
RECEIVING PARTY DATA	
Name:	BEST MEDICAL INTERNATIONAL, INC.
Street Address:	7643 FULLERTON ROAD
Internal Address:	LEGAL DEPARTMENT
City:	SPRINGFIELD
State/Country:	VIRGINIA
Postal Code:	22153
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D755385
Patent Number:	D815284
Patent Number:	9180311
Patent Number:	9895551
Patent Number:	10525282
Application Number:	61694758
Application Number:	62242297
CORRESPONDENCE DATA	
Fax Number:	(703)451-8421
<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:	7034512378
Email:	patents@teambest.com
Correspondent Name:	PATENT COUNSEL
Address Line 1:	7643 FULLERTON ROAD
Address Line 4:	SPRINGFIELD, VIRGINIA 22153
NAME OF SUBMITTER:	JANPAUL GUZMAN
SIGNATURE:	/JanPaul Guzman/
DATE SIGNED:	01/13/2021

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "ASSIGNMENT") dated as of this day 4th of January 2021, is made by and between Kobold, LLC, a Washington Limited Liability Company whose mailing address is 12218 S. Sherman Road, Spokane, Washington 99224 ("ASSIGNOR"), and Best Medical International, Inc., a Virginia corporation whose principal address is 7643 Fullerton Road, Springfield, Virginia 22153 ("ASSIGNEE"). ASSIGNOR and ASSIGNEE may each be referred to herein individually as a "PARTY" and collectively as the "PARTIES."

WITNESSETH:

WHEREAS, ASSIGNOR and ASSIGNEE, entered into that certain Asset Purchase Agreement, dated as of this day 4th of January 2021 (the "ASSET PURCHASE AGREEMENT"); and

WHEREAS, pursuant to the ASSET PURCHASE AGREEMENT, ASSIGNEE shall purchase and accept and ASSIGNOR shall transfer and assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in, to and under certain of ASSIGNOR'S patents and patent applications, including those listed in Schedule A hereto (the "PATENTS"), together with reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the ASSET PURCHASE AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

Section 1.1 Assignment. ASSIGNOR hereby sells, transfers, conveys, assigns and delivers to ASSIGNEE, and ASSIGNEE hereby purchases and accepts from ASSIGNOR, all of ASSIGNOR'S right, title and interest in and to the PATENTS, including, but not limited to, the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the royalties, profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the PATENTS, (b) apply for, make filings with respect to and maintain all issuances, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of ASSIGNOR accruing thereunder.

Section 1.2 Acknowledgement. ASSIGNOR hereby acknowledges and agrees that from and after the date hereof, as between the PARTIES, ASSIGNEE shall be the exclusive owner of the PATENTS.

Section 1.3 Cooperation. This ASSIGNMENT has been executed and delivered by the ASSIGNOR for the purpose of recording the assignment herein with the appropriate government entity. At ASSIGNEE'S sole cost and expense, ASSIGNOR shall execute and deliver such other documents and take all other actions which ASSIGNEE, its successors and/or assigns may reasonably request to affect the terms of this ASSIGNMENT and to perfect ASSIGNEE'S right, title and interest in and to the PATENTS, including, without limitation, its recordation in relevant U.S. and foreign local, state and national patent offices.

Section 1.4 General Provisions. This ASSIGNMENT and the ASSET PURCHASE AGREEMENT between the PARTIES hereto, dated as of the date hereof, constitute the entire understanding and agreement of the PARTIES hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings.

PATENT

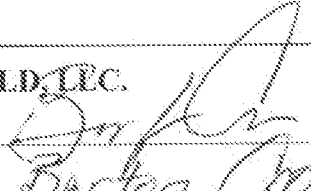
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inducements or conditions, express or implied, written or oral, between and among the PARTIES with respect hereto. Nothing contained in this ASSIGNMENT supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of ASSIGNOR or ASSIGNEE under the ASSET PURCHASE AGREEMENT. In the event of any conflict between the terms of this ASSIGNMENT and the terms of the ASSET PURCHASE AGREEMENT, the terms of the ASSET PURCHASE AGREEMENT, as applicable, shall control. This ASSIGNMENT shall not be interpreted to broaden the scope of ASSIGNEE'S rights with respect to the PATENTS beyond those rights provided in the ASSET PURCHASE AGREEMENT. This ASSIGNMENT may not be supplemented, altered, or modified in any manner except by a writing signed by all PARTIES hereto. The failure of any PARTY to enforce any terms or provisions of this ASSIGNMENT shall not waive any of its rights under such terms or provisions. This ASSIGNMENT shall bind and inure to the benefit of the respective PARTIES and their assigns, transferees and successors.

Section 1.5 Governing Law; Jurisdiction and Venue. This ASSIGNMENT shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both ASSIGNEE and ASSIGNOR hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the Fairfax, Virginia for enforcement or interpretation of this ASSIGNMENT, and for any disputes under or arising out of this ASSIGNMENT.

Section 1.6 Counterparts. This ASSIGNMENT may be executed in counterparts, each of which will be an original as regards any PARTY whose signature appears thereon and both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES have caused this ASSIGNMENT to be executed by their respective officers thereunto duly authorized, as of the date first above written.

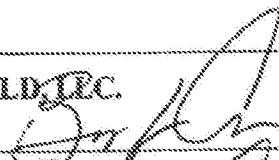
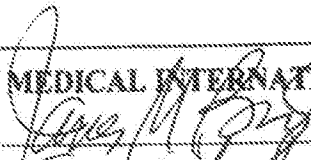
KOBOLD, LLC.	BEST MEDICAL INTERNATIONAL, INC.
By: 	By: _____
Name: <u>Barton Cook</u>	Name: _____
Title: <u>Manager</u>	Title: _____

inducements or conditions, express or implied, written or oral, between and among the PARTIES with respect hereto. Nothing contained in this ASSIGNMENT supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of ASSIGNOR or ASSIGNEE under the ASSET PURCHASE AGREEMENT. In the event of any conflict between the terms of this ASSIGNMENT and the terms of the ASSET PURCHASE AGREEMENT, the terms of the ASSET PURCHASE AGREEMENT, as applicable, shall control. This ASSIGNMENT shall not be interpreted to broaden the scope of ASSIGNEE'S rights with respect to the PATENTS beyond those rights provided in the ASSET PURCHASE AGREEMENT. This ASSIGNMENT may not be supplemented, altered, or modified in any manner except by a writing signed by all PARTIES hereto. The failure of any PARTY to enforce any terms or provisions of this ASSIGNMENT shall not waive any of its rights under such terms or provisions. This ASSIGNMENT shall bind and inure to the benefit of the respective PARTIES and their assigns, transferees and successors.

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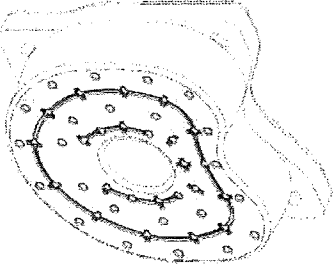
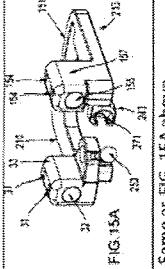
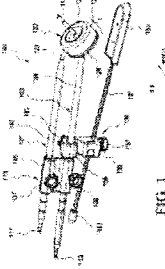
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IN WITNESS WHEREOF, the PARTIES have caused this ASSIGNMENT to be executed by their respective officers thereunto duly authorized, as of the date first above written.

KOBOLD, LLC.	BEST MEDICAL INTERNATIONAL, INC.
By: 	By: 
Name: <u>Barton Cook</u>	Name: <u>James H. Brady</u>
Title: <u>Manager</u>	Title: <u>Corporate Counsel</u>

Schedule 1.1(a)(i)

Patents

WN Ref. No.	Catch phrases	Titled	First Named Inventor	Country	Patent No./ (App. No.)	App. Filing Date	First Filing Date (First App Type)	Status	Grant Date	Representative drawing	Required Action/ Comments
19969.2	Prostate template	Brachytherapy template	Fairbanks	U.S.	US Design Patent No. D755,385 (based on US Design Application No. 29/467,657)	20 Sep 2013	20 Sep 2013	Granted design patent	3 May 2016		N/A
19969.2.1	Prostate template	Brachytherapy template	Fairbanks	U.S.	US Design Patent No. D815,284 (based on US Design Application No. 29/557,949)	14 Mar 2016	20 Sep 2013 (Parent Design Application No. 29/467,657)	Granted design patent	10 Apr 2018	Same as FIG. 1 above	N/A
19969.6a.1	Applicator bracket	Brachytherapy applicator device and method of use thereof	Fillmore	U.S.	US Patent No. 9,180,311 (based on US Application No. 14/334,501)	17 Jul 2014	29 Aug 2012 (U.S. Provisional Application No. 61/694,758)	Granted utility patent	10 Nov 2015		N/A
19969.6a.1.1	Applicator bracket	Brachytherapy applicator device and method of use thereof	Fillmore	U.S.	US Patent No. 9,895,551 (based on US Application No. 14/872,591)	1 Oct 2015	29 Aug 2012 (U.S. Provisional Application No. 61/694,758)	Granted utility patent	N/A	Same as FIG. 15A above	N/A
19969.6a.2	Applicator bracket	Brachytherapy applicator device and method of use thereof	Fillmore	E.U.	EP13832673.1		29 Aug 2012 (U.S. Provisional Application No. 61/694,758)	Pending application	N/A	Same as FIG. 15A above	Response to extended European search report filed on 13 Feb 2017 – no further action required at this time
19969.7.1	Ring applicator	Brachytherapy ring applicator device and method of use thereof	Fairbanks	U.S.	US Patent No. 10,525,282 (based on US Application No. 15/295,672)	17 Oct 2016	15 Oct 2015 (U.S. Provisional Application No. 62/242,297)	Granted utility patent	7 Jan 2020		N/A

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19969.7a.1	Ring applicator	Brachytherapy ring applicator device and method of use thereof	Fairbanks	E.U.	EP16788357.8	17 April 2018	15 Oct 2015 (U.S. Provisional Application No. 62/242,297)	Response to European Office Action filed	N/A	Same as FIG. 1 above	No Action required, awaiting response from European patent examiner
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