

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6518691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OTTO BOCK HEALTHCARE NORTH AMERICA, INC.	12/31/2019
RECEIVING PARTY DATA	
Name:	OTTO BOCK HEALTHCARE LP
Street Address:	11501 ALTERRA PARKWAY
Internal Address:	SUITE 600
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78758
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14034956
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>	
Phone:	(919) 636-4767
Email:	lelhamawy@kdbfirm.com, docketing@kdbfirm.com
Correspondent Name:	KACVINSKY DAISAK BLUNI PLLC
Address Line 1:	2601 WESTON PARKWAY, SUITE 103
Address Line 4:	CARY, NORTH CAROLINA 27513
ATTORNEY DOCKET NUMBER:	8120BIO0105US02
NAME OF SUBMITTER:	ANTONIA DRAGOTTA
SIGNATURE:	/Antonia Dragotta/
DATE SIGNED:	01/27/2021
Total Attachments: 7	
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment") is effective as of December 31, 2019 (the "Effective Date") by and between Otto Bock HealthCare North America, Inc., a Minnesota corporation, with its principal place of business at 11501 Alterra Parkway, Suite 600, Austin, TX 78758 (the "Assignor") and Otto Bock HealthCare LP, a Minnesota limited partnership, with its principal place of business at 11501 Alterra Parkway, Suite 600, Austin, TX 78758 (the "Assignee").

WHEREAS, Assignor is the legal and beneficial owner of certain assets, including Intellectual Property (as such term is defined herein and set forth on Exhibit A) and legal agreements pursuant to that certain BMT Agreement of Merger dated December 11, 2019 (the "BMT Merger Agreement") whereby Assignor merged with BionX Medical Technologies, Inc., a Delaware corporation with Assignor surviving the merger;

WHEREAS, Assignor has agreed to transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, all of Assignors' right, title and interest in and to all the Intellectual Property (as such term is defined herein and as set forth on Exhibit A) and legal agreements as set forth on Exhibit B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. "Intellectual Property" means any and all of the following that Assignor assumed and received by and through the Merger Agreement as they exist throughout the world: (a) patents, patent applications, patent disclosures and inventions, (b) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof together, to the extent applicable, with all of the goodwill associated therewith, (c) copyrights (registered or unregistered) and registrations and applications for registration thereof, (d) computer software, data, data bases and documentation thereof, (e) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (f) World Wide Web addresses and domain name registrations, (g) works of authorship including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works and any rights in semiconductor masks, layouts, architectures or topography, and (h) goodwill, franchises, licenses, permits, consents, approvals and claims of infringement and misappropriations against third parties, including but not limited to the Intellectual Property set forth on Exhibit A.
2. Assignor grants, sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all right, title and interest in, to and under Assignor's Intellectual Property throughout the United States of America, its territories and all foreign countries,

including the right to claim priority under the applicable laws of the United States, any applicable foreign country's law and all applicable international conventions, along with all applicable rights to sue for infringement of any Intellectual Property, whether the basis for such suits arise prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, from and after the date herein above written, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Assignor does hereby sell, assign and transfer to Assignee, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all provisionals, continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;
4. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, all appropriate domain name registrars and empowered officials thereof, all empowered officials of the United States Copyright Office, and similarly empowered officials of the equivalent foreign trademark, copyright or other applicable offices to transfer all registrations or applications for the Intellectual Property to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment, and to issue Assignee all registrations which may have or may issue, in accordance with this Assignment.
5. Assignor further hereby covenants and agrees that Assignor will, at any time, upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the right, title and ownership of said Intellectual Property to Assignee, its successors, assigns or other legal representatives and that if Assignee, its successors, assigns or other legal representatives shall desire to file any type of intellectual property applications or to secure any other such ownership protection, Assignor will, upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of any type of intellectual property applications or efforts to secure any other such ownership protection, without further compensation, but at the expense of said Assignee, its successors, or other legal representatives.
6. Assignor hereby assigns the legal agreements set forth in Exhibit B.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed in a manner appropriate thereto by the undersigned whose titles are supplied below and who are each authorized to act on behalf of their respective party and this Assignment shall become effective for all purposes as of the Effective Date in the first paragraph hereof.

ASSIGNOR:

OTTO BOCK HEALTHCARE
NORTH AMERICA, INC.

By: 
Name: Andreas Schultz
Title: Chief Financial Officer

ASSIGNEE:

OTTO BOCK HEALTHCARE LP

By: 
Name: Andreas Schultz
Title: Chief Financial Officer

[Signature Page to Assignment Agreement]

Exhibit A

Intellectual Property

[See Attached Exhibit A]

Exhibit B

U.S. Army Medical Research Acquisition Activity (USAMRAA) Grant W81XWH-16-2-0049: A Battlefield-Hardened Robotic Ankle with Neuromuscular Efferent and Afferent User Interface.

Our ref	pub ref	Title	Statu s	Filing No.	Filing date	Publ. No.	Publ. Date	Reg. No.	Reg. Date	end of term
A-2017-107 US		License agreement BioX Medical Technologies, Inc. & M.L.T. (Massachusetts Institute...)	signed							
P-2017-084 US I	8120BIOI04U5	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	12/552,013	9/1/2009	US 2010-0179668	7/15/2010	9345592	5/24/2016	1/21/2030
P-2017-084 US I CON	8120BIOI04U5C	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	published	15/095,616	4/11/2016	US 2016-0296348	10/13/2016			9/1/2029
P-2017-084 US II	8120BIOI14U5	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	filed	12/552,021	9/1/2009	US 2010-0114329	5/6/2010			9/1/2029
	81201114C	Otto Bock - Hybrid Terrain-Adaptive Lower-Extremity Systems	filed	15/927,834	3/21/2018					
P-2017-084 US III	104C2	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	abandoned	12/552,028	9/1/2009	US 2010-0174384	7/8/2010			9/1/2029
P-2017-084 US III CP	104CP	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	abandoned	12/872,425	8/31/2010	US 2011-0082566	4/7/2011			9/1/2029
P-2017-084 US III CP CON	8120BIOI11U5	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	filed	14/034,005	9/23/2013	US 2014-0081420	3/20/2014			9/1/2029
P-2017-084 US IV	104E	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	12/552,036	9/1/2009	US 2010-0113980	5/6/2010	8419804	4/16/2013	7/21/2031
P-2017-084 US IV CON I	8120BIOI05U50	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	13/832,491	3/15/2013	US 2013-0312483	11/28/2013	9211201	12/15/2015	9/1/2029
P-2017-084 US IV CON II	104E C2	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	14/034,507	9/1/2009	US 2014-0081421	3/20/2014	9503325	12/2/2014	9/1/2029
P-2017-084 US IV CON III	8120BIOI05U50S	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	14/034,556	9/24/2013	US 2014-0081424	3/20/2014	9351856	5/31/2016	9/1/2029
P-2017-084 US IV CON IV	8120BIOI05U50S	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	filed	15/141,313	4/28/2016	US 2016-0235557	8/18/2016			9/1/2029
P-2017-084 US V	8120BIOI02U5	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	12/551,845	9/1/2009	US 2010-0174385	7/8/2010	9554922	1/31/2017	9/1/2029
P-2017-084 US V CON	8120BIOI02C1	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	filed	15/364,311	11/30/2016	US 2017-0086991	3/30/2017			9/1/2029
P-2017-084 WO/CA	104CA	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	published	2736079	9/1/2009	CA 2 736 079	3/11/2010			9/1/2029
P-2017-084 WO/CA	104CN	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	published	200900142846.6	9/1/2009	CN 102202613 A	9/28/2011			9/1/2029
P-2017-084 WO/EP/DE	8120BIOI02EFD	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	published	17162185.7	9/1/2009	EP 2421925	9/20/2017			9/1/2029
P-2017-084 WO/EP/AT	104EP (AT) correct	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	2/23/2017	9/1/2029
P-2017-084 WO/EP/CH	8120BIOI02EFP	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	3/22/2017	9/1/2029
P-2017-084 WO/EP/JP	8120BIOI02ODE	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	3/22/2017	9/1/2029
P-2017-084 WO/EP/FR	8120BIOI02ODG	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	3/22/2017	9/1/2029
P-2017-084 WO/EP/GB	8120BIOI02ODH	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	3/22/2017	9/1/2029
P-2017-084 WO/EP/HK	8120BIOI02ODK	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	1201003.9	2/2/2012	EP 2439120	8/3/2011			9/1/2017
P-2017-084 WO/EP/IE	104EP (IE)	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	2/23/2017	9/1/2029
P-2017-084 WO/EP/SE	8120BIOI02OEE	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	granted	09792133.2	9/1/2009	EP 2439120	8/3/2011	23491.20	3/22/2017	9/1/2029
P-2017-084 WO/IN	104IN	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	filed	1532/DELIMP/2011	9/1/2009					9/1/2029
P-2017-084 WO/JP	104JP	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	published	10-2011-700776	9/1/2009	JP 2011-501739	1/26/2012			9/1/2029
P-2017-084 WO/KR	104KR	BionX - Hybrid Terrain-Adaptive Lower-Extremity Systems	published	10-2011-700776	9/1/2009	10-2011-0074520	6/30/2011			9/1/2029
P-2017-085 WO/CA	105CA	BionX - Implementing a stand-up sequence using a lower-extremity prosthesis or orthosis	published	2772620	8/3/2010	CA 2772620	3/3/2011			8/31/2030
P-2017-085 WO/CN	105CN	BionX - Implementing a stand-up sequence using a lower-extremity prosthesis or orthosis	published	201080018597.7	8/31/2010	CN 102639085	8/15/2011			8/31/2030
P-2017-085 WO/EP	105EP	BionX - Implementing a stand-up sequence using a lower-extremity prosthesis or orthosis	lapsed	10763479.2	8/31/2010	EP 2473140	3/3/2011			8/31/2030
P-2017-085 WO/IN	105IN	BionX - Implementing a stand-up sequence using a lower-extremity prosthesis or orthosis	filed - still alive?	2375/DELIMP/2012	8/31/2010					8/31/2030
P-2017-085 WO/JP	105JP	BionX - Implementing a stand-up sequence using a lower-extremity prosthesis or orthosis	published	2012-527969	8/31/2010	JP 2013-503026	1/31/2013			8/31/2030
P-2017-085 WO/KR	105KR	BionX - Implementing a stand-up sequence using a lower-extremity prosthesis or orthosis	published	10-2012-7008175	8/31/2010	KR 10-2012-010792	10/4/2012			8/31/2030
P-2017-086 US	106	BionX - CONTROLLING POWER IN A PROSTHESIS OR ORTHOSIS BASED ON PREDICTED WALKING SPEED OR SURROGATE	lapsed	13/079,564	4/4/2011	US 2011-0295384	12/1/2011			4/4/2031
P-2017-086 US CON	8120BIOI01U5	BionX - CONTROLLING POWER IN A PROSTHESIS OR ORTHOSIS BASED ON PREDICTED WALKING SPEED OR SURROGATE	granted	14/136,344	12/20/2013	US 2014-0114437	4/24/2014	9693883	7/4/2017	4/4/2031
P-2017-086 US CON II	8120BIOI12C1	BionX - CONTROLLING POWER IN A PROSTHESIS OR ORTHOSIS BASED ON PREDICTED WALKING SPEED OR SURROGATE	filed	15/377,360	4/4/2011	US 2017-0143516	5/25/2017			4/4/2031
P-2017-087	107	data missing - Ankle torque models like those described in the IP will be employed to provide the "positive torque feedback" that will create the reflexive torque response in the ankle and hip. Use of these is an essential part of creating a biomimetic response	please advise							
P-2017-088 US	108	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	lapsed	13/079,571	4/4/2011	US 2011-0295385	12/1/2011			4/4/2031
P-2017-088 US CON	8120BIOI06U5	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	in appeal	14/150,840	1/9/2014	US 2014-0121782	5/1/2014			4/4/2031
P-2017-088 US CON II	8120BIOI06C1	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	filed	15/413,879	1/24/2017	US 2017-0216055	8/3/2017			4/4/2031
P-2017-088 WO/CA	108CA	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	published	2795153	4/4/2011	CA 2,795,153	10/13/2011			4/4/2031
P-2017-088 WO/CN	108CN	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	published	201180023930.3	4/4/2011	CN 102892388	1/23/2013			4/4/2031
P-2017-088 WO/EP	8120BIOI06EFP	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	lapsed	11713970.9	4/4/2011	EP 2555716	2/13/2013			4/4/2031
P-2017-088 WO/IN	108IN	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	filed	8750/DELIMP/2012	4/4/2011					4/4/2031
P-2017-088 WO/JP	108JP	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	published	2013-503815	4/4/2011	JP 2013-524880	6/20/2013			4/4/2031
P-2017-088 WO/KR	108KR	BionX - Controlling torque in a prosthesis or orthosis based on a deflection of series elastic elem	lapsed	1020127028993	4/4/2011	KR 10-2013-006663	8/30/2013			4/4/2031
P-2017-089 US	8120BIOI07U5	BionX - Powered Joint Orthosis	granted	13/347,443	1/10/2012	US 2012-0259429	10/11/2012	9,839,552	12/12/2017	1/10/2032
P-2017-089 US CON	8120BIOI07D1	BionX - Powered Joint Orthosis	filed	15/653,986	7/19/2017					1/10/2032
P-2017-089 WO/EP	8120BIOI07EFP	BionX - Powered Joint Orthosis	filed	12701042.9	1/12/2012	EP 2663267	11/20/2013			1/10/2032
P-2017-090 US	110	BionX - Controlling powered human augmentation on devices	lapsed	13/349,216	1/12/2012	US 2012-0259430	10/11/2012			1/12/2032
P-2017-090 US CON	8120BIOI08U5	BionX - Controlling powered human augmentation on devices	granted	14/090,359	11/26/2013	US 2014-0088727	3/27/2014			1/12/2032
P-2017-090 WO/EP	8120BIOI08EFP	BionX - Controlling powered human augmentation on devices	filed	12701403.3	1/12/2012	EP 2663904	7/19/2012			1/12/2032
P-2017-091 US	8120BIOI09U5	BionX - Terrain adaptive powered joint orthosis	granted	13/356,230	1/23/2012	US 2012-0259431	10/11/2012	9687377	6/27/2017	5/17/2034
P-2017-091 US DIV	8120BIOI09D1	BionX - Terrain adaptive powered joint orthosis	filed	15/620,930	5/23/2017					
P-2017-091 WO	111PC	BionX - Terrain adaptive powered joint orthosis	abandoned	107001042.9	1/12/2012	WO 2012/100250	7/26/2012			
P-2017-092 US	112	BionX - Variable-mechanical-impedance artificial legs	lapsed	10/613,499	7/3/2003	US 2004-0064195	4/1/2004			7/3/2023
P-2017-092 US CON	112C1	BionX - Variable-mechanical-impedance artificial legs	granted	13/363,820	7/3/2003			8551184	10/8/2013	7/3/2023
P-2017-092 US CON II	8120BIOI10U5	BionX - Variable-mechanical-impedance artificial legs	granted	14/020,556	12/29/2013	US 2014/0089728	3/27/2014	9084689	7/21/2015	7/3/2023
P-2017-092 US CON II CON	8120BIOI10C2	BionX - Variable-mechanical-impedance artificial legs	granted	14/804,542	7/21/2015	US 2016-0067058	3/10/2016	9687363	6/27/2017	7/3/2023
P-2017-093 WO/US	8120BIOI01U5	iWalk - Biometric transfemoral prosthesis	granted	14/355,657	5/13/2014	US 2014/0296997	10/2/2014	9737419	8/22/2017	11/2/2032
P-2017-093 WO/US CON	8120BIOI01C1	iWalk - Biometric transfemoral prosthesis	published	15/459,505	3/15/2017	US 2017-0250632	8/31/2017			11/2/2032
P-2017-094 US	8120BIOI11U5	iWalk - Biometric joint actuators	granted	13/417,949	3/12/2012	US 2012-0283845	11/8/2012	9600893	6/23/2015	3/12/2032
P-2017-094 US DIV	8120BIOI11D1	iWalk - Biometric joint actuators	granted	14/734,662	6/8/2015	US 2015-0265427	9/24/2015	8,872,782	1/23/2018	3/12/2032
	812010110C	BionX - Biometric joint actuators	filed	15/877,680	1/23/2018					
P-2017-095 WO/CA	8120BIOI113CA	iWalk - Prosthetic, orthotic or exoskeleton device	published	2876187	6/12/2013	CA 2876187	12/19/2013			6/12/2033
P-2017-095 WO/EP	8120BIOI113EFP	iWalk - Prosthetic, orthotic or exoskeleton device	lapsed	13803833.6	6/12/2013	EP 2658602	4/15/2015			6/12/2033
P-2017-095 WO/US	8120BIOI113U5	iWalk - Prosthetic, orthotic or exoskeleton device	published	14/407,636	6/12/2013	US 2015-0127118	5/9/2015			6/12/2033
	8120BIOI216	BionX - TORQUE MEASURING SPRING FOR A PROSTHETIC DEVICE	filed	15/694,835	9/3/2017					

Licensed patents from M.L.T.

L-2017-097 US	M.L.T. - Ankle Foot Orthosis	granted	10/671,329	9/25/2003	US 2005/0070834	3/31/2005	8075633		12/13/2011	9/25/2023
L-2017-097 US CON I	M.L.T. - Ankle Foot Orthosis	granted	13/299,953	9/25/2003	US 2012/0136459	3/31/2012	8808234		8/19/2014	9/25/2023
L-2017-097 US CON II	M.L.T. - Ankle Foot Orthosis	granted	13/363,993	9/25/2003			8287477		10/16/2012	9/25/2023
L-2017-097 US CON III	M.L.T. - Ankle Foot Orthosis	granted	13/364,010	9/25/2003			8376171		2/19/2013	9/25/2023
L-2017-097 US CON IV	M.L.T. - Ankle Foot Orthosis	granted	13/765,998	9/25/2003			8551029		10/8/2013	9/25/2023
L-2017-097 US CON V	M.L.T. - Ankle Foot Orthosis	granted	14/322,300	9/25/2003	US 2015127117	5/7/2015	9668888		6/6/2017	9/25/2023
L-2017-097 US CON VI	M.L.T. - Ankle Foot Orthosis	granted	14/734,662	6/8/2015	US 2015-0265427	9/24/2015	8,872,782		1/23/2018	3/12/2032
L-2017-098 US I	M.L.T. - Artificial human limbs and joints employing actuators, springs, and variable-damper elements	abandoned	11/395,448							