

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6560676

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GARWOOD MEDICAL DEVICES, LLC	03/04/2020
RECEIVING PARTY DATA	
Name:	GARWOOD LABORATORIES, LLC
Street Address:	148 MIDDLESEX ROAD
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14216
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62220294
Patent Number:	10596384
Patent Number:	9592160
CORRESPONDENCE DATA	
Fax Number:	(315)703-7388
<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:	315-425-2700
Email:	spelose@barclaydamon.com
Correspondent Name:	BARCLAY DAMON LLP; C/O SUSANNE PELOSE
Address Line 1:	BARCLAY DAMON TOWER
Address Line 2:	125 EAST JEFFERSON STREET
Address Line 4:	SYRACUSE, NEW YORK 13202
ATTORNEY DOCKET NUMBER:	3103706
NAME OF SUBMITTER:	PETER J. BILINSKI
SIGNATURE:	/Peter J. Bilinski/
DATE SIGNED:	02/19/2021
Total Attachments: 6	
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CONTRIBUTION AGREEMENT
(Garwood Laboratories, LLC)

This Contribution Agreement (the "**Agreement**") is made as of March 4, 2020 (the "**Effective Date**"), by and between **GARWOOD MEDICAL DEVICES, LLC**, a New York limited liability company with an office address at 77 Goodell Street #450, Buffalo, New York 14203 ("**GMD**"), and **GARWOOD LABORATORIES, LLC**, a New York limited liability company with a mailing address at 148 Middlesex Road, Buffalo, New York 14216 ("**GL**") (Each of GMD and GL a "**Party**" and, together, the "**Parties**").

WHEREAS, GMD owns certain intellectual property assets and contractual rights, including those listed on **Schedule A** (the "**Contributed Assets**"); and

WHEREAS, GMD desires to contribute the Contributed Assets to GL in exchange for all of GL's equity, such that upon the contribution GL will own the Contributed Assets and GL will be GMD's wholly-owned subsidiary.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Contribution. Subject to the terms of this Agreement, as of the Effective Date:

(a) GMD assigns, transfers, and delivers to GL all of GMD's right, title and interest in and to the Contributed Assets; and

(b) GL assigns, transfers, and delivers to GMD all of GL's authorized, issued, and outstanding units (the "**GL Units**").

The contributions described are deemed for all purposes to have been made as of the Effective Date. GMD and GL each hereby covenant and agree to execute and deliver such other documents, instruments, and certificates as may be reasonably requested to evidence GL's ownership of the Contributed Assets and GMD's ownership of the GL Units.

2. Acceptance. GL accepts the Contributed Assets, and GMD accepts the GL Units, in each case as of the Effective Date.

3. Representations and Warranties.

(a) GMD represents and warrants to GL as follows:

(1) GMD has the power and authority to execute and deliver this Agreement and to consummate the contemplated transactions. No other proceedings on the part of GMD or any other person or entity are necessary to authorize GMD to enter into this Agreement or to

consummate the contemplated transactions. This Agreement is GMD's legal, valid and binding obligation and is enforceable against it in accordance with its terms.

(2) Neither the execution or delivery of this Agreement nor the consummation of the contemplated transactions:

(A) require any filing or registration with, or consent, authorization, approval or permit of, any governmental or regulatory authority or any third party on GMD's part except for those consents which have already been obtained;

(B) violate or will violate any order, writ, injunction, judgment, decree or award of any court or governmental or regulatory authority or, to GMD's knowledge, any law of any governmental or regulatory authority to which GMD, its properties or assets are subject; or

(C) violate or breach or constitute a default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or give rise to a right to terminate, any mortgage, contract, agreement, deed of trust, license, lease or other instrument, arrangement, commitment, obligation, understanding or restriction of any kind to which GMD is a party or by which its properties or assets may be bound.

(3) GMD holds good and marketable title to the Contributed Assets, free and clear of all liens, and neither the execution of this Agreement nor the completion of the contemplated transactions will result in the creation of any lien on any of the Contributed Assets.

(b) GL represents and warrants to GMD as follows:

(1) GL has the power and authority to execute and deliver this Agreement and to consummate the contemplated transactions. No other proceedings on GL's part or any other person or entity are necessary to authorize GL to enter into this Agreement or to consummate the contemplated transactions. This Agreement is GL's legal, valid and binding obligation and is enforceable against it in accordance with its terms.

(2) Neither the execution or delivery of this Agreement nor the consummation of the contemplated transactions:

(A) require any filing or registration with, or consent, authorization, approval or permit of, any governmental or regulatory authority or any third party on GL's part except for those consents which have already been obtained;

(B) violate or will violate any order, writ, injunction, judgment, decree or award of any court or governmental or regulatory authority or, to GMD's knowledge, any law of any governmental or regulatory authority to which GMD, its properties or assets are subject; or

(C) violate or breach or constitute a default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or gives rise to a right to terminate, any mortgage, contract, agreement, deed of trust, license, lease or other instrument,

arrangement, commitment, obligation, understanding or restriction of any kind to which GL is a party or by which its properties or assets may be bound.

(3) The GL Units represent all of the equity authorized to be issued as of the Effective Date, and no other person or entity holds any equity in GL or options, warrants, or any other instrument exercisable or convertible into equity in GL.

(c) The representations and warranties in this **Section 3** will survive the Effective Date for the applicable statute of limitations.

4. Miscellaneous.

(a) This Agreement may be amended, modified or supplemented only by written agreement signed by both Parties.

(b) Any Party's failure to comply with any obligation, covenant, agreement or condition may be waived by the other Party but any such waiver may be made only by a written instrument signed by the Party granting such waiver. Any waiver or failure to insist upon strict compliance in any particular circumstance will not operate as a waiver of, or estoppel with respect to, any subsequent circumstance.

(c) The Parties acknowledge that Barclay Damon LLP has acted as GL's sole organizer (the "**Sole Organizer**") from the date of GL's formation until the Effective Date of this Agreement. The Parties hereby ratify and approve all actions taken by the Sole Organizer with respect to GL's formation and this Agreement.

(d) This Agreement and all of its terms are binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, personal representatives, executors, successors and permitted assigns. No Party may assign any of its rights without the written consent of the non-assigning Party. No such assignment relieves the assigning Party of its obligations. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any person other than the Parties any rights, remedies or claims under or by reason of this Agreement or any of its terms.

(e) From time to time, at either Party's request and without further consideration, each Party will execute and deliver such other documents, and take such other action, as the other Party may reasonably request to further evidence the transactions contemplated in this Agreement and to vest title to the Contributed Assets in GL and vest title to the GL Units to GMD. Each Party constitutes and appoints, effective as of the Effective Date, the other Party as its true and lawful attorney with full power of substitution in the name of such Party to institute and prosecute all proceedings which such Party may, in its reasonable discretion, deem proper to assert or enforce any right, title, or interest in, to, or under such assets, and to defend or compromise any and all actions, suits, or proceedings in respect of such assets.

(f) This Agreement is governed by and to be construed in accordance with New York law, without reference to its conflicts of law principles.

(g) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by facsimile or electronically will be deemed original signatures.

(h) All notices and other communications must be in writing and will be deemed to have been duly given if delivered by hand or mailed by registered or certified mail (return receipt requested) to the Party at the address listed in this Agreement's introductory paragraph (or at such other address for a Party as may be specified by like notice).

(i) Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the Parties under this Agreement will be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted. A Party's right to specific performance is in addition to all other available legal or equitable remedies.

(j) The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

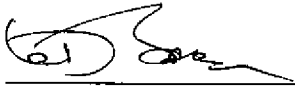
(k) This Agreement embodies the entire agreement and understanding of the Parties with respect to the included subject matter. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

(l) If any one or more of this Agreement's terms is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term, but this Agreement will be construed as if such invalid, illegal, or unenforceable term had not been included.


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Contribution Agreement effective as of the Effective Date.

GARWOOD MEDICAL DEVICES, LLC

By: 
Name: Wayne D. Bacon
Title: CEO

GARWOOD LABORATORIES, LLC

By: 
Name: Wayne D. Bacon
Title: CEO

**SCHEDULE A
CONTRIBUTED ASSETS**

Ten Thousand Dollars (\$10,000) cash, a network analyzer, gauss meter, prototype parts and devices for Eneraid, and all of GMD's right, title, and interest in and to the following intellectual property:

Case Number	Country	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Application Title
3105760	US	Granted	14/854,696	15-Sep-2015	9,592,160	14-Mar-2017	WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105760	US	Expired	62/050,795	16-Sep-2014			WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105760	WO	NAT PHASE	PCT/US2015/50287	15-Sep-2015			WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105760	EP	Published	15841328.6	15-Sep-2015			WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105760	CA	Published	2,960,291	15-Sep-2015			WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105760	CN	Published	201580056084	15-Sep-2015			WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105760	VN	Published	102017-00929	15-Sep-2015			WOUND CARE BANDAGE AND METHOD OF WOUND HEALING
3105847	US	Pending	62/220,294	18-Sep-2015			METHOD OF BONE REGENERATION
3105848	US	Published	15/927,240	21-Mar-2018			METHOD AND SYSTEM FOR BOND REGENERATION
3105848	WO	Pending	PCT/US2019/023294	21-Mar-2019			METHOD AND SYSTEM FOR BONE REGENERATION
3105874	US	Expired	62/433,318	13-Dec-2016			METHOD AND SYSTEM FOR BONE REGENERATION
TEMP 62050798	US	Expired	62/050,798	15-Sep-2014			METHOD OF BONE REGENERATION
TEMP 62050802	US	Expired	62/050,802	15-Sep-2014			TENS UNIT FOR PAIN REDUCTION
TEMP 62220284	US	Expired	62/220,284	18-Sep-2015			TENS UNIT FOR PAIN REDUCTION