

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6656569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEOSURGICAL LIMITED	03/24/2020
RECEIVING PARTY DATA	
Name:	SHARP FLUIDICS LLC
Street Address:	3496 BREAKWATER CT.
City:	HAYWARD
State/Country:	CALIFORNIA
Postal Code:	94545
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17301790
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:	6507030397
Email:	jayna.lofgran@fisherbroyles.com
Correspondent Name:	JOHN K. SHIMMICK
Address Line 1:	945 EAST PACES FERRY ROAD NE, SUITE 2000
Address Line 4:	ATLANTA, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	10569.023US2
NAME OF SUBMITTER:	JOHN K. SHIMMICK
SIGNATURE:	/John K. Shimmick/
DATE SIGNED:	04/14/2021
Total Attachments: 10	
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EXECUTION VERSION

Deed of Assignment of Intellectual Property

24 March 2020

NeoSurgical Limited

and

Sharp Fluidics, LLC

EXECUTION VERSION

This Assignment is dated 24 MARCH 2020

Parties:

- (1) **NeoSurgical Limited**, a company incorporated under the laws of Ireland (registration number 449306) and holding its registered office at 3015 Lake Drive, Citywest Business Campus, Dublin 24 (the "Assignor");
 - (2) **Sharp Fluidics, LLC**, a company incorporated in the state of California (registration number 472036399) and having its office at 3496 Breakwater Court, Hayward, California 94545, USA (the "Assignee");
- together the "Parties" and each a "Party"

Background:

- (A) Pursuant to the terms of an asset purchase agreement to be entered into between the Parties on the date hereof (the "Asset Purchase Agreement"), the Assignee hereby purchases substantially all of the assets of the Assignor (the "Transaction").
- (B) In connection with the Transaction, the Assignor hereby assigns and transfers to the Assignee the Intellectual Property Rights to the Assignee set forth herein.

Terms:

The Parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Assignment, the following expressions will have the following meanings:

- "Assigned Rights"** means any and all Intellectual Property Rights and the Business Intellectual Property Rights;
- "Business Intellectual Property Rights"** has the meaning given to it in the Asset Purchase Agreement;
- "Domain Names"** means those domain names owned or otherwise used by the Seller in connection with the Business and Assets (including those listed in Part 3 of Schedule 1);
- "Intellectual Property Rights"** means the Patents, patent applications, rights to inventions, copyright and related rights, the Domain Names, Trademarks and service marks, trade names (including for the avoidance of doubt the Business Name) and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will

subsist now or in the future in any part of the world;

"Patents"

means all patents and patent applications of the Seller as set out in Schedule 1;

"Trademarks"

means all trademarks owned by the Seller listed in Schedule 1;

1.2 Interpretation

In this Assignment:

- (a) The headings in this Assignment are inserted for convenience only and do not affect its construction.
- (b) The expressions "include", "includes", "including", "in particular" and similar expressions will be construed without limitation.
- (c) Defined terms used but not defined in this Agreement shall have the meaning given to them in the Asset Purchase Agreement.

2 Assigned Rights

2.1 The Assignor now assigns and transfers to the Assignee absolutely all its rights, title and interest in the Assigned Rights including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3 Further Assurance

The Assignor will, at the expense of the Assignee, perform all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment. The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of giving the Assignee the benefit of this Assignment. To the extent that the Assignor cannot assign any Assigned Rights to the Assignee, it is agreed that any right in such Assigned Rights (including, where applicable, any moral right) will be irrevocably and unconditionally waived by the Assignor and will not be exercised against the Assignee.

4 Assignment

The Assignor will not be entitled to assign its rights hereunder without the prior written consent of the Assignee.

5 General

- 5.1 This Assignment may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute this Assignment.
- 5.2 Each Party will pay its own costs in connection with preparation of this Assignment.
- 5.3 No variation of this Assignment will be effective unless it is in writing and signed by each of the Parties.

6 Law and Jurisdiction

This Assignment will be governed by and construed in accordance with the laws of Ireland, and will be subject to the exclusive jurisdiction of the Irish courts.

Schedule 1 The Intellectual Property Rights

Part 1.

The Business Intellectual Property Rights

The Business Intellectual Property Rights include all Intellectual Property Rights used in connection with the Business, including the Patents and Trademarks as described in the Portfolio Report as described in this Part 1 of Schedule 1.

Patents

HMC Ref.	Application Title	Country	Application No.	Filed Date	Patent No.
N10-888-01EP	Laparoscopic Surgical Retraction Device	EP	10709179.5	09/02/11	--
N10-888-01GB	Laparoscopic Surgical Retraction Device	GB	0903001.6	02/23/09	--
N10-888-01PCT	Laparoscopic Surgical Retraction Device	PCT	PCT/EP2010/52216	02/22/10	--
N10-888-01US	Laparoscopic Surgical Retraction Device	US	61/154,466	02/23/09	--
N10-888-01US(A)	Laparoscopic Surgical Retraction Device	US	13/202,724	11/02/11	--
N10-888-02EP	Laparoscopic Surgical Device	EP	10796387.8	05/04/12	--
N10-888-02GB	Laparoscopic Surgical Device	GB	0922329.8	12/22/09	--
N10-888-02PCT	Laparoscopic Surgical Device	PCT	PCT/EP2010/70398	12/21/10	--
N10-888-02US	Laparoscopic Surgical Device	US	61/363,290	07/12/10	--
N10-888-02USA	Laparoscopic Surgical Device	US	13/517,479	06/20/12	--
N10-888-03US	Laparoscopic surgical system	US	61/323,367	04/13/10	--
N10-888-03GB	Laparoscopic trocar system	GB	1021479.9	12/17/10	
N10-888-03PCT	Laparoscopic surgical system	PCT	PCT/EP2011/055862	04/13/11	--
N10-888-03AU	Laparoscopic surgical system	AU	2011239988	10/17/12	AU2011239988
N10-888-03CA	Laparoscopic surgical system	CA	2,795,884	10/05/12	2,795,884
N10-888-03EP	Laparoscopic surgical system	EP	11714063.2	04/13/11	2547270
N10-888-03DE	Laparoscopic surgical system	DE	11714063.2	04/13/11	2547270
N10-888-03EP/GB	Laparoscopic surgical system	GB	11714063.2	04/13/11	2547270
N10-888-03FR	Laparoscopic surgical system	FR	11714063.2	04/13/11	2547270

HMC Ref.	Application Title	Country	Application No.	Filed Date	Patent No.
N10-888-03IE	Laparoscopic surgical system	IE	11714063.2	04/13/11	2547270
N10-888-03NL	Laparoscopic surgical system	NL	11714063.2	04/13/11	2547270
N10-888-03USA	Laparoscopic surgical system	US	13/641,014	10/12/12	9,775,601
N10-888-03USB	Suture Delivery System	US	13/688,005	11/28/12	9,855,031
N10-888-03USB2	Suture Delivery System	US	15/853,444	11/28/12	
N10-888-03PCT2	Suture Delivery System	PCT	PCT/EP2013/073989	11/15/13	
N10-888-03AU2	Suture Delivery System	AU	AU2013351428A		
N10-888-03EP2	Suture Delivery System	EP	13795203.2	08/25/15	2925236
N10-888-03DE2	Suture Delivery System	DE	13795203.2	11/15/13	602013065329.1 - 2
N10-888-03FR2	Suture Delivery System	FR	13795203.2	06/25/15	2925236
N10-888-03GB2	Suture Delivery System	GB	13795203.2	06/25/15	2925236
N10-888-03IE2	Suture Delivery System	IE	13795203.2	06/25/15	2925236
N10-888-03JP	Suture Delivery System	JP	2015-544410	05/27/15	
N10-888-03US2	Suture Delivery System	US	14/723,278	05/27/15	-
N10-888-04GB	Laparoscopic surgical device	GB	GB1005452.6	03/31/10	
N10-888-04US	Laparoscopic surgical device	US	61/323,369	04/13/10	
N10-888-04PCT	Laparoscopic surgical device	PCT	PCT/EP2011/054161	03/18/11	-
N10-888-04EP	Laparoscopic surgical device	EP	11709130.6		
N10-888-04USA	Laparoscopic surgical device	US	13/638,927	10/01/12	9,492,072
N10-888-05GB	Laparoscopic System	GB	1117711.0	10/13/11	2495534
N10-888-05PCT	Laparoscopic System	PCT	PCT/EP2012/070345	10/12/12	-
N10-888-05AU	Laparoscopic System	AU	AU2012322901A		
N10-888-05CA	Laparoscopic System	CA	CA2851967A		
N10-888-05EP	Laparoscopic System	EP	12783904.1		2765931
N10-888-05EP2	Laparoscopic System	EP	14187843.9		
N10-888-05US	Laparoscopic System	US	14/045,590	10/03/13	9,668,723
N10-888-05PCT/US	Laparoscopic System	US	14/351,503	04/11/14	

HMC Ref.	Application Title	Country	Application No.	Filed Date	Patent No.
N10-888-05PCT2	Laparoscopic System	PCT	PCT/EP2014/071365	10/06/14	
N10-888-06GB	Surgical device	GB	GB1119925.4	11/18/11	
N10-888-06PCT	Surgical device	PCT	PCT/EP2012/072936	11/16/12	--
N10-888-06AU	Surgical device	AU	2012338737		AU2012338737B2
N10-888-06CA	Surgical device	CA	2891373		
N10-888-06EP	Surgical device	EP	12784633.5	11/16/12	2779912
N10-888-06DE	Surgical device	DE	12784633.5	11/16/12	2779912
N10-888-06EP/GB	Surgical device	GB	12784633.5	11/16/12	2779912
N10-888-06IE	Surgical device	IE	12784633.5	11/16/12	2779912
N10-888-06US	Surgical device	US	14/359,028	05/16/14	
N10-888-07GB	Laparoscopic Surgical Device	GB	1410977.1	06/19/14	
N10-888-07PCT	Laparoscopic Surgical Device	PCT	PCT/EP2015/063886	06/19/15	--
N10-888-07US	Laparoscopic Surgical Device	US	15/320,268	12/19/16	--
N10-888-08GB	Delivery System	GB	GB1306981.0	04/17/13	
N10-888-08PCT	Delivery System	PCT	PCT/EP2014/057970	04/17/14	--
N10-888-08EP	Delivery System	EP	14721796.2	04/17/14	EP2986231B1
N10-888-08DE	Delivery System	DE	14721796.2	04/17/14	2986231
N10-888-08EP/GB	Delivery System	GB	14721796.2	04/17/14	2986231
N10-888-08US2	Delivery System	US	14/784,144	10/13/15	10,098,627
N10-888-09GB	Surgical Device	GB	1402681.9	02/14/14	
N10-888-09GB1	Surgical device	GB	1410980.5	06/19/14	
N10-888-09PCT	Surgical device	PCT	PCT/EP2015/053243	02/16/15	--
N10-888-09EP	Surgical device	EP	15705290.3	09/08/16	
N10-888-09US	Surgical device	US	15/116,801	08/04/16	--
N10-888-10US	Transfascial Anchor	US	62/245,428	10/23/15	--
N10-888-10USA	Transfascial Anchor	US	15/332,894	10/24/16	
N10-888-11US	Fixation Device Delivery System	US	62/278,139	01/13/16	--

HMC Ref.	Application Title	Country	Application No.	Filed Date	Patent No.
N10-888-11PCT	Fixation Device Delivery System	PCT	PCT/EP2017/050703	01/13/17	--
N10-888-11EP	Fixation Device Delivery System	EP	17701433.9	07/16/18	
N10-888-11JP	Fixation Device Delivery System	JP	2018-536401	07/12/18	
N10-888-11USA	Fixation Device Delivery System	US	16/070,255	07/13/18	
N10-888-12US	Suture Delivery System	US	62/324,422	04/19/16	--
N10-888-12PCT	Suture Delivery System	PCT	PCT/EP2017/059233	04/19/17	
N10-888-12EP	Suture Delivery System	EP	17721547.2	10/17/18	
N10-888-12US1	Suture Delivery System	US	16/091,936	10/05/18	

Trademarks

HMC Ref.	Mark	Country	Application No.	Filed Date	Registration No.	Reg. Date
N10-888-01EM	neoSurgical	EU	011558228	02/08/13	011558228	08/07/13
N10-888-01TUS	NeoSurgical	US	85/972,783	06/28/13	4,578,708	08/05/14
N10-888-02EM	neoSurgical & Design (colour logo)	EU	011558327	02/08/13	011558327	08/13/13
N10-888-02TUS	neoSurgical & Design (colour logo)	US	85/972,854	06/28/13	4,578,709	08/05/14
N10-888-03EM	neoClose	EU	011558384	02/08/13	011558384	08/06/13
N10-888-03TUS	neoClose	US	85/971,907	06/27/13	4,582,948	08/12/14

Part 2. IP Licences

- US: K123280; K131688; K142903; K173917 (Regulatory/510(k) Letters of SE).
2 year real time data and Pyrogen test data to be submitted to file for K173917.


Part 3 Domain Names

<neosurgical.com> and any other domain names used in connection with the Business.

Executed as a Deed by the Parties on the date first above appearing

Given under the Common Seal of NEOSURGICAL
LIMITED

and Delivered as a Deed

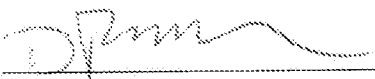


Director



Director/Secretary/Authorised Signatory

Signed for and on behalf of **Sharp Fluidics LLC**

By:  _____

Name: Douglas Rimer

Title: President