

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6794068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPIROS MANOLIDIS	05/18/2020
RECEIVING PARTY DATA	
Name:	TENSOR FLOW VENTURES LLC
Street Address:	4300 N CENTRAL EXPRESSWAY
Internal Address:	SUITE 245
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75206
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	62797932
Application Number:	62797933
Application Number:	62797944
Application Number:	16752265
Application Number:	16725315
Application Number:	16725343
PCT Number:	US2020015439
PCT Number:	US2020015444
PCT Number:	US2020015447
CORRESPONDENCE DATA	
Fax Number:	(972)367-2002
<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:	9723672001
Email:	slau@cclaw.com
Correspondent Name:	J. ANDREW REED
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Address Line 2:	PO BOX 802334
Address Line 4:	DALLAS, TEXAS 75380
ATTORNEY DOCKET NUMBER:	ATENS.0102, 3, 4 & PCTS

PATENT

NAME OF SUBMITTER:	SARAH LAU
SIGNATURE:	/Sarah Lau/
DATE SIGNED:	07/01/2021
Total Attachments: 4 source=Patent Assignment Doc_May 15 2020 - 8-55 AM_signed#page1.tif source=Patent Assignment Doc_May 15 2020 - 8-55 AM_signed#page2.tif source=Patent Assignment Doc_May 15 2020 - 8-55 AM_signed#page3.tif source=Patent Assignment Doc_May 15 2020 - 8-55 AM_signed#page4.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “**Agreement**”) is made effective as of this 18th day of May, 2020 (the “**Effective Date**”), by Spiros Manolidis, an individual residing in the State of Texas (the “**Assignor**”), and TENSOR FLOW VENTURES LLC, a Texas limited liability company (the “**Company**”).

WHEREAS, Assignor is the sole inventor of certain stent delivery inventions set forth on Exhibit A attached hereto and incorporated herein (collectively, the “**Patents**”); and

WHEREAS, Assignor desires to assign and transfer to the Company, and the Company desires to accept, all of Assignor’s right, title and interest in the Patents.

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Transfer and Assignment of Patents. Assignor hereby contributes, assigns and transfers to the Company, and the Company hereby accepts, the Patents, together with all right, title, and interest therein, including:

(a) all inventions, invention disclosures and discoveries disclosed or claimed therein;

(b) all United States, foreign and international patents and patent applications, certificates of invention, utility models and any other grants by any governmental entity for the protection of inventions resulting from the Patents, including any and all patents and patent applications disclosing said invention(s) and any patents issuing from such applications, including provisionals, non-provisionals, divisionals, continuations, continuations-in-part, reissues, extensions, and re-examinations of the Patents, along with the rights of priority created by such patents and patent applications under any treaty relating thereto; and

(c) all past, present and future causes of action and enforcement rights, whether currently pending, filed or otherwise, in connection with the Patents, the patents and patent applications resulting from the Patents and any of the inventions or discoveries described or claimed therein, including without limitation, all foreign transmittal licenses granted therein and all rights to sue for any past, present or future infringement of the Patents, including the rights to license and to collect and receive any damages, royalties, injunctive relief, and/or any other settlements or remedies for such infringements, the same to be held and enjoyed by the Company for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms thereof as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made.

2. Limited Power of Attorney. Assignor hereby irrevocably constitutes and appoints the Company, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all applications, specifications, papers, documents, oaths, assignments, declarations, affidavits and all other instruments, and to take any action which shall be necessary, appropriate or desirable to effectuate the transfer, or prosecution of the Patents; provided, however, that such power shall be exercised by the Company only in the event that Assignor fails to take the necessary actions to effect or record such transfer, or prosecute the Patents within thirty (30) days

upon request, or ten (10) days prior to the deadline for taking the required action if earlier. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

3. **Patent Maintenance, Enforcement.** After the Effective Date, the Company shall have the sole right, but not the obligation, to prosecute, maintain, enforce, license, and take any other actions with respect to the Patents in its sole discretion. Assignor agrees to notify the Company promptly if it knows or has reason to know that any of the Patents is subject to adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the USPTO or any court or similar office) regarding the ownership or rights in the Patents, and will not, either itself or through any of its agents or representatives, allow to be filed an application for any patent derivative from or contingent on any of the Patents with the USPTO or similar office unless it promptly informs the Company, and, upon request of the Company thereafter, executes and deliver any and all agreements, instruments, and papers as the Company may request.

4. **Cooperation.** Assignor shall fully cooperate with and assist Company and any successor, its counsel and similar agents in securing the Company's rights in the Patents in any and all countries and in the enforcement, prosecution and maintenance of the Patents without additional consideration, including (if requested by Company), without limitation, (a) full disclosure to Company of all pertinent factual or other information and data reasonably available to Assignor, (b) execution of all applications, specifications, papers, documents, oaths, assignments, declarations, affidavits and all other instruments as may be proper to obtain and vest rights in the Patents and in order to assign and convey to Company the sole and exclusive interest therein, (c) giving of testimony in any suit, legal action, hearing, investigation, or other proceeding relating to the Patents, (d) joinder as a necessary party plaintiff or in another capacity reasonably requested by Company, and (e) reasonably cooperating with and assisting Company, in any legal or equitable action, litigation, arbitration or other legal, regulatory or administrative proceeding regarding any of the Patents or the scope, infringement or validity thereof.

5. **Successors; Further Assurances.** All of the covenants, terms and conditions set forth herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. Each party shall pay all taxes imposed by the government, including any political subdivision thereof, of any country in which said party is doing business, as the result of said party's furnishing consideration hereunder. If at any time it is determined that a Patent (including patent applications, regardless of status) exists or existed that is part of the same patent family corresponding to one or more of the Patents which was not identified by this Agreement, then, in addition to any other remedies the Company may have hereunder, Assignor shall upon notice from the Company promptly assign such patent (and any patents that may have issued therefrom) to Company.

6. **Governing Law.** Except where federal law is applicable, or preempts state laws, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. As part of the consideration received hereunder, each of the parties agrees that any claims, actions, or controversy regarding this Agreement or the transactions contemplated herein shall be resolved by the State and/or Federal courts located in Dallas County, Texas, and each of the parties consents to the granting of such legal and equitable relief as is deemed appropriate by any aforementioned court.

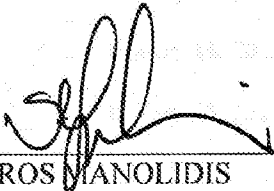
7. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the transactions described herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. Each party hereto represents and warrants that such party has read this entire Agreement, that such party understands all of the terms and provisions of this Agreement, and

that such party has executed this Agreement of freely, and without reliance upon any statement or representation other than those specifically set forth herein.

8. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or PDF/email), each of which shall be deemed an original, and all of which, together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

ASSIGNOR:



SPIROS MANOLIDIS

THE COMPANY:

TENSOR FLOW VENTURES, LLC

By: SPIROS MANOLIDIS
Spiros Manolidis, President

EXHIBIT A

PATENTS

US Provisional Patent Applications

Title	Application No.	Filed	Inventor
"Stent and Stent Delivery for Vascular Surgery"	62/797,932	January 28, 2019	Spiros Manolidis
"Magnetic Stent and Stent Delivery"	62/797,933	January 28, 2019	Spiros Manolidis
"Improved Stent Delivery for Vascular Surgery"	62/797,944	January 28, 2019	Spiros Manolidis

US Non-Provisional Patent Applications

Title	Application No.	Filed	Inventor
"Stent and Stent Delivery for Vascular Surgery"	16/752,265	January 24, 2020	Spiros Manolidis
"Magnetic Stent and Stent Delivery"	16/725,315	January 24, 2020	Spiros Manolidis
"Improved Stent Delivery for Vascular Surgery"	16/725,343	January 24, 2020	Spiros Manolidis

PCT Provisional Patent Applications

Title	Application No.	Filed	Inventor
"Stent and Stent Delivery for Vascular Surgery"	PCT/US2020/015439	January 28, 2020	Spiros Manolidis
"Magnetic Stent and Stent Delivery"	PCT/US2020/015444	January 28, 2020	Spiros Manolidis
"Improved Stent Delivery for Vascular Surgery"	PCT/US2020/015447	January 28, 2020	Spiros Manolidis