

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6855242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DANBY SCIENTIFIC LIMITED	01/11/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DANBY MEDICAL LIMITED
<b>Street Address:</b>	87 RICHFORD STREET
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	W6 7HJ
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9387289
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(435)252-1361
<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>	
<b>Phone:</b>	(435) 252-1360
<b>Email:</b>	bgonzalez@mabr.com
<b>Correspondent Name:</b>	MIKHAEL MIKHALEV / MASCHOFF BRENNAN
<b>Address Line 1:</b>	1389 CENTER DRIVE
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	PARK CITY, UTAH 84098
<b>ATTORNEY DOCKET NUMBER:</b>	M1153.00003
<b>NAME OF SUBMITTER:</b>	MIKHAEL MIKHALEV
<b>SIGNATURE:</b>	/MIKHAEL MIKHALEV/
<b>DATE SIGNED:</b>	08/09/2021
<b>Total Attachments: 4</b>	
source=Danby IP assignment 2011#page1.tif	
source=Danby IP assignment 2011#page2.tif	
source=Danby IP assignment 2011#page3.tif	
source=Danby IP assignment 2011#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made the 11<sup>th</sup> January day of 2011

BETWEEN.

- (1) DANBY SCIENTIFIC LIMITED a company registered in England under the number 05785965 and whose registered office is at Hawthorns, 3 Home Farm Close, Colne, Huntingdon, Cambridgeshire, PE28 3BF ("DSL") and
- (2) DANBY MEDICAL LIMITED a company registered in England under the number 07441748 and whose registered office is at 87 Richford Street, London W6 7HJ ("DML").

**RECITALS**

- (A) DSL is the owner of the Intellectual Property Rights (as hereinafter defined) used in the business of DSL.
- (B) DSL has agreed to assign all the Intellectual Property Rights to DML.

In consideration of the sum of £400,000 which it is agreed will be paid by DML to DSL (the receipt of which is hereby acknowledged by DSL) and the entering into the Deferred Payment Agreement (as hereinafter defined) **IT IS HEREBY AGREED** as follows:

1. In this Assignment, the following terms shall have the following meanings:-

"the Patents" shall mean the patents, brief particulars of which are set out in Schedule 1 hereto.

"Intellectual Property Rights" shall mean all patents, trade marks, service marks, registered designs, utility models, design right, copyright (including copyright in computer software), semi-conductor topography rights, inventions, trade secrets and other confidential information (including all rights relating to new product development and research and development work), know-how, database rights, business or trade names (including rights in internet domain names and e-mail addresses) and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any

of the foregoing rights and the right to sue for past infringements of any of the foregoing rights.

"The DSL Intellectual Property Rights" shall mean the Patents and all Intellectual Property Rights relating to the Patents.

"Deferred Payment Agreement" means the deferred payment agreement of even date between DSL and DML.

2. DSL HEREBY ASSIGNS to DML with full title guarantee free from all liens, charges and encumbrances all the right, title and interest in the DSL Intellectual Property Rights together with all common law rights connected thereto and together with all the rights of actions, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement (whether past, present or future) of the DSL Intellectual Property Rights or any of them or the violation of any common law rights connected with the DSL Intellectual Property Rights or any of them.
3. Subject to a time limit for claims of 18 months from the date of this document, a cap of £400,000 on all claims and the disclosure letter dated 11<sup>th</sup> January 2011 DSL warrants that:-
  - 3.1 it is not prevented in any way from making this Assignment.
  - 3.2 To the best of the knowledge and belief of DSL having made due and careful enquiry the DSL Intellectual Property Rights do not infringe any Intellectual Property Rights of any third party.
  - 3.3 All the Patents are valid and subsisting and nothing has been done or omitted to be done by DSL, and DSL is not aware of any act or omission of any third party which would jeopardise the validity or subsistence of any such Patents.
  - 3.4 To the best of the knowledge and belief of DSL no claims with respect to any DSL Intellectual Property Rights have been made, or are pending or threatened by any third party and there are, and have been, no circumstances likely to give rise to any claim.

- 3.4.1 alleging that any DSL Intellectual Property Rights as developed, sold, licensed or used by DSL or any third party infringes or may infringe on any intellectual property rights of any third party;
- 3.4.2 challenging the ownership by DSL, validity or effectiveness of the DSL Intellectual Property Rights.
- 3.5 DSL has taken all reasonable steps to protect and maintain its rights in the DSL Intellectual Property Rights.



4. **Provision Of Further Know-How And Technical Assistance**

DSL shall make available to DML such further know-how relating to the DSL Intellectual Property Rights as is reasonably necessary for its use and exploitation.

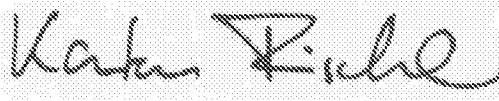

- 5. DSL covenants with DML that it will execute all such further assignments, transfer, deeds, documents or other assurances and do all further acts and things at the reasonable cost of DML as DML may require in order to become the legal and beneficial owner of the Intellectual Property Rights and otherwise to give effect to the terms of this Assignment.
- 6. This Assignment shall be subject to English law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS where the parties hereto or their duly authorised representatives have executed this Assignment on the day and year first above written.

SIGNED by  
 duly authorised for and on behalf  
 of DANBY SCIENTIFIC LIMITED  
 in the presence of:

)   
 )  
 )  
 ) Bridget King 

SIGNED by  
 duly authorised for and on behalf  
 of DANBY MEDICAL LIMITED  
 in the presence of:

)   
 )  
 )  
 ) Bridget King 

SCHEDULE 1  
PATENTS

Code Title	Country	Serial No.	Status	Registration/ Application Date	Renewal Date
Infusion Pump	PCT	WO 2008/142394	filed	19/5/2008	
Also filed under:		JP2010527255			
Also filed under:		EP2157989			