

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6933035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KATHARINA WIECZOREK	10/14/2019
ANIKA NGUYEN	10/10/2019
MARCUS WENZEL	10/10/2019
CONTRACT MEDICAL INTERNATIONAL GMBH	10/24/2019
RECEIVING PARTY DATA	
Name:	LIMFLOW S.A.
Street Address:	95 BIS BOULEVARD PEREIRE
City:	PARIS
State/Country:	FRANCE
Postal Code:	75017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17482803
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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>	
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Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP.
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Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	LIMF.025C2D1
NAME OF SUBMITTER:	ALBERT J. SUEIRAS
SIGNATURE:	/Albert J. Sueiras/
DATE SIGNED:	09/23/2021
Total Attachments: 5	
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ASSIGNMENT

WHEREAS, **Katharina Wieczorek**, residing at Dresden, Germany, **Anika Nguyen**, residing at Dresden Germany, and **Marcus Wenzel**, residing Priestewitz, Germany ("CMI INVENTORS"), along with Sophie Humbert, Trent Matthew Mengel, Rowan Olund Hettel, and David H. Deaton, invented certain new and useful improvements, technology, inventions, developments, ideas, and/or discoveries related to DEVICES AND METHODS FOR CATHETER ALIGNMENT ("Inventions") for which an application for Letters Patent has been filed (identified above) with the United States Patent and Trademark Office as the Receiving Office of the World Intellectual Property Organization ("Application").

WHEREAS, each CMI INVENTOR is, or at the relevant time was, an employee of **Contract Medical International GmbH**, a German corporation having a registered place of business at Lauensteiner Strasse 37, 01277, Dresden, Germany ("CMI"),

WHEREAS, each CMI INVENTOR invented such Inventions in the ordinary course of his employment with CMI;

WHEREAS, CMI employed each CMI INVENTOR at the time the Inventions were made, and at least by virtue of each CMI INVENTOR's employment with CMI, CMI became the owner of all the rights, title, and interest in and to the improvements of or disclosed in the Inventions and the Application, as well as all related intellectual property rights as further set forth herein, of the CMI INVENTORS (CMI INVENTORS and CMI collectively referred to herein as "ASSIGNOR");

WHEREAS, **LimFlow S.A.**, a French corporation having a principal place of business at 95 Bis Boulevard Periere, 75017, Paris, France (hereinafter "ASSIGNEE"), entered into a Development and Manufacturing Agreement dated October 1, 2016 with CMI ("DMA");

WHEREAS, the DMA in Section 4 provides that any and all "Intellectual Property" (as defined in Section 4.1.1) and all "Results of Work" (as defined in Section 4.1.2) shall be exclusively and unrestrictively owned by ASSIGNEE;

WHEREAS, ASSIGNOR and ASSIGNEE agree that the Inventions and the Application are "Intellectual Property" and "Results of Work" as defined the DMA;

WHEREAS, CMI has assigned to ASSIGNEE all its rights, title, and interest in and to "Intellectual Property" and "Results of Work" and therefore the Inventions and the Application by way of the "hereby assigns" language in the DMA;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of the CMI INVENTORS and CMI in and to the improvements of or disclosed in the Inventions and the Application and all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer and, set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to each of the following:

A. The Inventions, including without limitation any of ASSIGNOR's improvements thereto, whether conceived and/or reduced to practice by each ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR's Inventions that may be disclosed therein, and any other applications in which the Inventions are disclosed; all provisional (including, but not limited to, U.S. Provisional Patent App. No. 62/743,107, filed October 9, 2018; U.S. Provisional Patent App. No. 62/817,217, filed March 12, 2019; and U.S. Provisional Patent App. No. 62/887,274, filed August 15, 2019) and nonprovisional applications relating to the Application and/or claiming the priority benefit of the Application that have been filed or may hereafter be filed ("Related Applications"), including all divisionals, continuations, continuations-in-part, reissues, and reexaminations of the Application and Related Applications, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

C. Those items of ASSIGNOR's tangible property embodying or describing the Inventions, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

D. All claims and causes of action for infringement of or damage to all rights related to the Inventions, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Inventions, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Inventions in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out their obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Inventions to the ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors, legal representatives, and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any agreement or any other affiliation between the ASSIGNEE and ASSIGNOR including the DMA.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of their knowledge, the inventions are patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, the rights of ASSIGNEE, its successors, legal representatives, and assigns, granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification, or waiver of any provision of this Assignment Agreement, and only an amendment, modification, or waiver contained in a written agreement signed by both ASSIGNEE and each ASSIGNOR shall be effective.

(The remainder of this page left blank. Two (2) signature pages follow.)

Signature by Katharina Wieczorek acknowledging and confirming assignment from Katharina Wieczorek to Contract Medical International GmbH

Signature:  Date: 14.10.19

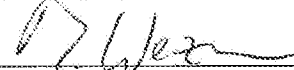
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Signature by Anika Nguyen acknowledging and confirming assignment from Anika Nguyen to Contract Medical International GmbH

Signature:  Date: 10.10.19

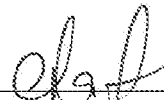
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Signature by Marcus Wenzel acknowledging and confirming assignment from Marcus Wenzel to Contract Medical International GmbH

Signature:  Date: 10-Oct-2019

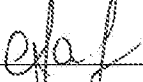
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Signature by Contract Medical International GmbH accepting and confirming assignment from Katharina Wieczorek, Anika Nguyen, and Marcus Wenzel to Contract Medical International GmbH

Signature:  Date: 24.10.19
Name Printed: ANJA GRAU
Title: HR/OFFICE MGR / PROCURIST


Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Signature by Contract Medical International GmbH acknowledging and confirming assignment from Contract Medical International GmbH to LimFlow S.A.

Signature:  Date: 24.10.19
Name Printed: ANJA GRAU
Title: HEI/OFFICE MGR / PROKURIST

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Signature by LimFlow S.A. accepting and confirming assignment from Contract Medical International GmbH to LimFlow S.A.

Signature:  Date: 30/10/19
Name Printed: Daniel Rose
Title: CEO

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

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