

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6946908

| | | |
|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| CONSURE MEDICAL PRIVATE LIMITED | | 05/06/2021 |
| RECEIVING PARTY DATA | | |
| Name: | CM TECHNOLOGIES, INC. | |
| Street Address: | 2165 SAN DIEGO AVENUE, SUITE 101 | |
| City: | SAN DIEGO | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92110 | |
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | |
| Application Number: | 17209141 | |
| Patent Number: | 8840594 | |
| Patent Number: | 10953200 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (650)212-7562 | |
| <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: | 650-212-1700 | |
| Email: | info@shayglenn.com, jennifer@shayglenn.com | |
| Correspondent Name: | SHAY GLENN LLP | |
| Address Line 1: | 2929 CAMPUS DRIVE, SUITE 225 | |
| Address Line 4: | SAN MATEO, CALIFORNIA 94403 | |
| ATTORNEY DOCKET NUMBER: | 13163-001 | |
| NAME OF SUBMITTER: | JENNIFER MARCELINO | |
| SIGNATURE: | /Richard D. Shoop, Reg. No. 45,763/ | |
| DATE SIGNED: | 09/30/2021 | |
| Total Attachments: 13 | | |
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RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(1) CONSURE MEDICAL PRIVATE LIMITED

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **CM TECHNOLOGIES, INC.**
2165 San Diego Avenue, Suite 101
San Diego, CA 92110

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

EXECUTION DATE(S): (1) 05/06/2021

Name and address of receiving party(ies):

Name:
Street Address:
City: State: Zip:
Country:
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – **17/209,141**

Title: **DEVICE FOR COLLECTING MATERIAL FROM A BODY CAVITY**

Docket No.: **13163-700.301**

B. Patent No.(s) - **8,840,594**

Title: **DEVICE FOR COLLECTING FECAL DISCHARGE IN INCONTINENT PATIENTS**

Docket No.: **13163-700.US0**

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard D. Shoop
Shay Glenn LLP
2929 Campus Drive, Suite 225
San Mateo, CA 94403

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h)(1)): \$0.00

☒ Please charge any required fees to **Deposit Account No. 50-4050.**

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard D. Shoop, Reg. No. 45,763

/Richard D. Shoop/

September 30, 2021

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **13**

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) –

Title:

Docket No.

B. Patent No.(s) - **10,953,200**

Title: **DEVICE FOR COLLECTING MATERIAL
FROM A BODY CAVITY**

Docket No.: **13163-700.300**

Additional numbers attached?

☐

Yes

☒

No



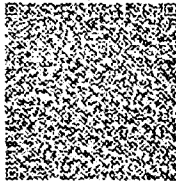
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INDIA NON JUDICIAL

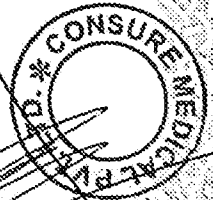
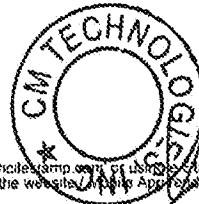
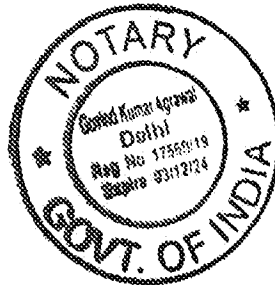
Government of National Capital Territory of Delhi

e-Stamp

| | |
|---------------------------|--|
| Certificate No. | : IN-DL92726482022207S |
| Certificate Issued Date | : 14-Oct-2020 02:00 PM |
| Account Reference | : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL73210392605319982069S |
| Purchased by | : CONSURE MEDICAL PRIVATE LIMITED |
| Description of Document | : Article 5 General Agreement |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : CONSURE MEDICAL PRIVATE LIMITED |
| Second Party | : Not Applicable |
| Stamp Duty Paid By | : CONSURE MEDICAL PRIVATE LIMITED |
| Stamp Duty Amount(Rs.) | : 500 (Five Hundred only) |



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shieldstamp.com or using the Shield Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PATENT

REEL: 057663 FRAME: 0315

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") effective as of 6th day of May, 2021 (the "Effective Date") is made and entered into by and between:

Consure Medical Pvt Ltd having its registered office at 7/4626, Dangi Sheri No. 3, Mahatma Gandhi Road, Near Delhi Gate, Surat Gujarat-395003, India (the "Seller")

and

CM Technologies, Inc., a Delaware Corporation, having its place of business at 2165, San Diego Avenue, Suite 101, San Diego, CA 92110, United States (the "Purchaser").

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS.

Definitions. Except as otherwise specified or as the context may otherwise require, in addition to the capitalized terms defined elsewhere herein, the following terms shall have the respective meanings set forth below whenever used in this Agreement:

"**Deed of Transfer and Assignment of Patent**" shall mean the agreement attached in Exhibit C, executed on the 16th day of December, 2020, by and between the Seller and the Biotech Consortium India Limited ("BCIL"), a Company promoted by Department of Biotechnology, Government of India, for the transfer and assignment of patents mentioned therein.

"**Intellectual Property ('IP')**" means all algorithms, application programming interfaces (APIs), apparatus, assay components, biological materials, cell lines, chemical compositions and structures, circuit designs and assemblies, concepts, Confidential Information, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice), IP cores, know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, photomasks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

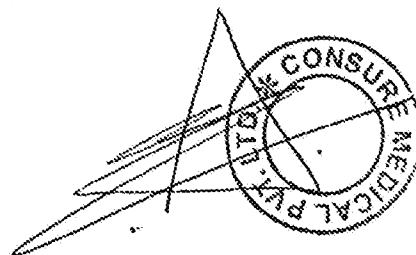
"**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this section.

"**IP Assignment**" means the document assigning the Intellectual Property Right in Intellectual Property and the additional rights as set forth in paragraph 3.2.

REDACTED

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller represents and warrants to the Purchaser that:



PATENT

REEL: 057663 FRAME: 0316

2.1 Organization: Authority. The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of India. The Seller has all necessary power and authority to execute, deliver and perform its obligations hereunder.

2.2 Authorization of Agreement. The Seller has duly authorized and approved the transactions contemplated by this Agreement, and the Seller has taken all action required by any Requirement of Law, its Memorandum and Articles of Association, its Shareholders agreements or otherwise to authorize and to approve the execution, delivery and performance of this Agreement, and certificates to be executed and delivered by it in connection herewith and therewith. This Agreement is duly executed and delivered by the Seller, and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms. This Agreement and each Ancillary Agreement is duly executed and delivered by the Seller, and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms. All persons who have executed this Agreement on behalf of the Seller or who will execute on behalf of the Seller any other documents, agreements and certificates in connection herewith or therewith, have been duly authorized to do so by all necessary corporate action. The Seller's board of directors has approved this Agreement and the transactions contemplated by this Agreement.

2.3 Ownership in IP.

2.3.1 The Seller is the sole owner and has title, both beneficial and of record, to each of the Transferred IP. The list of Transferred IP in Exhibit A is current and complete as of the date of this Agreement. Each of the Transferred IP is owned by the Seller free and clear of all liens, mortgages, security interests, pledges, or other encumbrances.

2.3.2 The Seller has purchased and was assigned the ownership of the core technology "Fecal Incontinence Device". A copy of the Deed of Transfer and Assignment of Patent signed with the BCIL, DBT, Government of India, releasing their interest in the Patents is attached as Exhibit C.

2.4 Maintenance and Licenses of IP.

2.4.1 All taxes, maintenance fees, and other governmental fees relating to each of the IP have been timely paid by the Seller.

2.4.2 The Seller has not granted any license or other right to any third party with respect to any of the Transferred IP except for licenses to customers for products purchased in the ordinary course of business and the royalty right to BCIL, pursuant to the Deed of Transfer and Assignment of Patent signed on 16th Dec, 2020; nor has the Seller asserted any of the Transferred IP against any third party, nor filed a complaint against any third party alleging infringement of any of the Transferred IP. No Person has asserted that any of the Transferred IP or any claims therein are invalid or unenforceable.

ARTICLE 3 – TRANSFER OF IP.

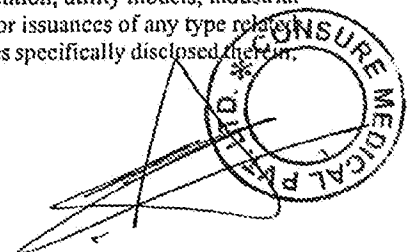
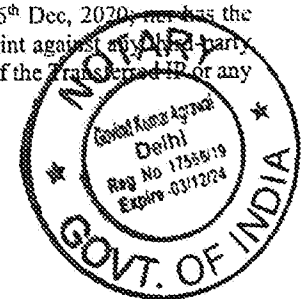
On and subject to the terms and conditions of this Agreement:

3.1 Transfer, Assignment and Conveyance of IP.

3.1.1 The Seller hereby sells, conveys, assigns, transfers and delivers to the Purchaser, and the Purchaser hereby purchases, acquires, and accepts from the Seller all of the Seller's right, title and interest in and to the Transferred IP, including but not limited to, the right to sue and collect damages for infringements of any Transferred IP, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws of any jurisdiction.

3.1.2 Assignment of Additional Rights. The Seller hereby also sells, assigns, transfers, and conveys to the Purchaser all right, title and interest in and to all:

- a) inventions, invention disclosures, and discoveries specifically disclosed in any of the Patents;
- b) rights to apply in any or all countries of the world for IP, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type relating to any of the Patents and the inventions, invention disclosures, and discoveries specifically disclosed therein.



- c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the IP and/or the rights, including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement;
- d) rights to collect royalties or other payments under or on account of any of the IP and/or any of the foregoing; and
- e) all the Intellectual Property Rights in, to, embodied in or otherwise the Intellectual Property owned, in possession of or otherwise under the dominion and control of the Seller.

3.2 Recordation; Further Assurances. The Seller agrees to execute and deliver to the Purchaser all documents and assurances and take such further actions as the Purchaser may reasonably request to carry out this Agreement and to perfect and preserve title in the Purchaser or its assigns to the Transferred IP. The Seller further agrees to execute and deliver to the Purchaser all documents and instruments necessary to record the assignments and transfers in the appropriate governmental agencies (including the United States Patent and Trademark Office) and to provide the Purchaser with the necessary authority and powers of attorney to prosecute and maintain pending applications and patents included in the Transferred IP. In furtherance thereof, the Seller agrees to execute and deliver to the Purchaser the Assignment of IP in the form attached hereto as Exhibit B (the "IP Assignment").

3.3 Acknowledgement of Obligations. The Purchaser hereby agrees to extend its acceptance to become a party to and be bound by the terms of the Deed of Transfer and Assignment of Patent executed on 16th Dec, 2020, by and between the Seller and the BCIL, DBT, Government of India, as if it was originally a party to the agreement; and for the entire remaining lives of the patents mentioned therein, the Purchaser declares to pay to the BCIL, a Royalty of 2% of the Gross Sales prices of the products sold by the purchaser anywhere in the world, within 90 days of the end of each successive six months period, by way of bank transfer to their designated bank account. To this effect, the Purchaser agrees to execute on the effective day, the Deed of Adherence in the format as provided under Exhibit E.

REDACTED

ARTICLE 4 - IP MAINTENANCE, PROSECUTION AND COOPERATION.

4.1 Maintenance of Transferred IP. The Purchaser shall pay all costs and fees relative to the ongoing prosecution of the pending IP applications, included in the Transferred IP, together with all taxes and maintenance fees that become due and payable during the lives of the respective Transferred IP.

4.2 Assistance. The Seller agrees to assist the Purchaser and cooperate in the prosecution of any pending IP applications and in the enforcement of any of the Transferred IP.

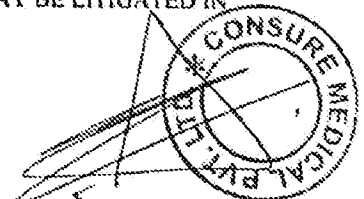
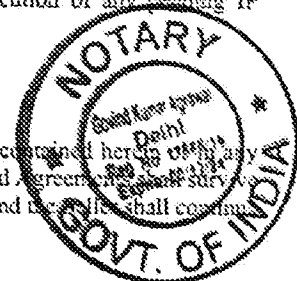
ARTICLE 5 - MISCELLANEOUS PROVISIONS.

5.1 Survival of Representations and Warranties. The representations and warranties contained herein in any certificate, statement, document or instrument furnished hereunder or under any related agreement shall survive until expiration of the last-to-expire Transferred IP. The covenants of the Purchaser and the Seller shall continue in full force and effect in accordance with their respective terms.

5.2 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of India without giving effect to the conflicts of law's provisions thereof.

5.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

5.4 Submission to Jurisdiction. THE PARTIES HEREBY CONSENT TO SUBMIT THEMSELVES TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF NEW DELHI, INDIA AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT MAY BE LITIGATED IN THE COURTS OF INDIA.

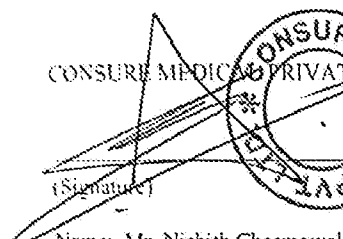


5.5 Waiver. Neither the waiver by either of the parties hereto of a breach of or a default under any one or more of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder. No waiver shall be binding unless executed by the party making the waiver.

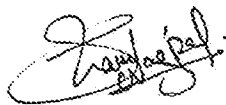
5.6 Amendment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. No provisions of this Agreement may be amended, modified, discharged or terminated except by written agreement duly executed by each of the parties.

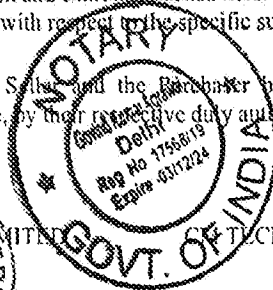
5.7 Entire Agreement. This Agreement and exhibits attached hereto embody and constitute the entire agreement and understanding between the parties with respect to the specific subject matter hereof.

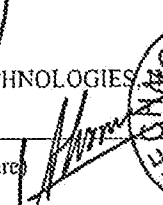
IN WITNESS WHEREOF The Seller and the Buyer have caused this Intellectual Property Transfer Agreement to be executed, in duplicate, by their respective duly authorized officers as of the date first above written.


(Signature)
Name: Mr. Nishith Chasmawala
Title: CEO

Date: 06/May/2021
Witness: CHARU NAGPAL



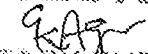



(Signature)
Name: Mr. Amit Kumar Sharma
Title: Director

Date: 06/May/2021
Witness: SHUBHAM ARORA



ATTESTED


NOTARY PUBLIC
DELHI (INDIA)

06 MAY 2021

EXHIBIT A

TRANSFERRED IP

| S. No. | IP | Country | Title | IP Document No. |
|--------|-----------|-----------|---|---|
| 1 | Patent | USA | Device for Collecting Fecal Discharge in Incontinent Patients | US2015/0011955 A1 US 10953200 B2 13/378,696 |
| 2 | Patent | USA | Device for Collecting Fecal Discharge in Incontinent Patients | US8840594 B2 |
| 3 | Patent | PCT | Device for Collecting Fecal Discharge in Incontinent Patients | PCT/IN2010/000409 |
| 4 | Patent | Canada | Device for Collecting Fecal Discharge in Incontinent Patients | CA2765649 |
| 5 | Patent | Europe | Device for Collecting Fecal Discharge in Incontinent Patients | EP2442764 |
| 6 | Patent | Japan | Device for Collecting Fecal Discharge in Incontinent Patients | JP2009061234A JP5522700 |
| 7 | Patent | Singapore | Device for Collecting Fecal Discharge in Incontinent Patients | 201109160-0 SG176789 |
| 8 | Patent | Israel | Device for Collecting Fecal Discharge in Incontinent Patients | IL217032 |
| 9 | Patent | Australia | Device for Collecting Fecal Discharge in Incontinent Patients | AU2010261338B2 2010261338 |
| 10 | Patent | India | Device for Collecting Fecal Discharge in Incontinent Patients | 2502/DEL/2009 |
| 11 | Patent | India | Device and Method for Managing Fecal Output in Incontinent Patients | 2215/DEL/2012 |
| 12 | Patent | India | Device and Method for Managing Fecal Output in Incontinent Patients | 1252/DEL/2009 |
| 13 | Patent | Europe | Device and Method for Managing Fecal Output in Incontinent Patients | EP10789110.3 |
| 14 | Patent | US | Device and Method for Managing Fecal Output in Incontinent Patients | 14/465,401 17269141 |
| 15 | Patent | US | Closure Devices and Coupling Assembly | 3260/DEL/2012 |
| 16 | Patent | India | Enteral Connector with Uni-Directional Flow | 2019210026/09 |
| 17 | Trademark | India | Qora Stool Management Kit | 3497274 |
| 18 | Trademark | USA | Qora Stool Management Kit | 5672743 |

EXHIBIT B

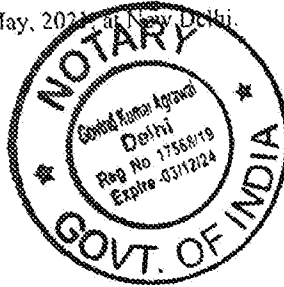
IP ASSIGNMENT

WHEREAS, Consure Medical Private Limited, a Company registered in India under the Companies Act, 1956 ("Assignor"), having its registered office at 7/4626, Dangi Sheri No. 3, Mahatma Gandhi Road, Surat, Gujarat-395003, India, is the owner of the IP described in the attached Exhibit A ("Transferred IP"); and

WHEREAS, CM Technologies, Inc. a Delaware corporation, ("Assignee"), having its principal place of business at 2165, San Diego Avenue, Suite 101, San Diego, CA 92110, is desirous of acquiring the Assigned IP;

NOW THEREFORE, for good and valuable consideration to the Assignors paid, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns to the Assignee, its successors and assigns, subject to the terms of the IP Purchase Agreement executed on 6th day of May, 2021, all right, title and interest in and to the Assigned IP, together with the rights of recovery for past infringement thereof, including the right to sue for and collect damages for its own use, the same to be held and enjoyed by Assignee for its own use and benefit and the use and benefit of its successors and assigns, fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

EXECUTED this 6th day of May, 2021, at New Delhi.



CONSURE MEDICAL
LIMITED

BY:

Name: Mr. Nishith Chasmawala
Title: CEO

NOTARY PUBLIC

The foregoing instrument was acknowledged before me this ____ day of May, 2021, by Mr. Nishith Chasmawala, CEO of Consure Medical Pvt Ltd, on behalf of the Company. He is personally known to me.

Notary Public, New Delhi

ATTESTED

NOTARY PUBLIC
DELHI (INDIA)
06 MAY 2021

Date & Stamp _____

EXHIBIT C

COPY OF THE DEED OF TRANSFER AND ASSIGNMENT OF PATENTS

EXHIBIT D

CALCULATION OF THE PURCHASE CONSIDERATION

REDACTED

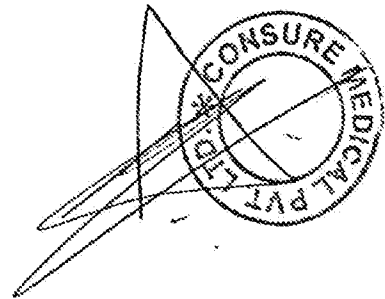


EXHIBIT E
DEED OF ADHERENCE

THIS DEED OF ADHERENCE dated 6th May, 2021 (this "Deed") is made and entered into"

BY AND AMONG

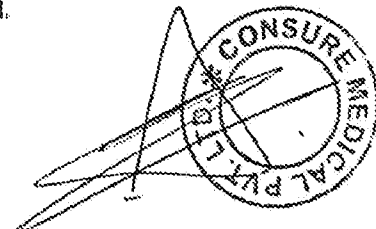
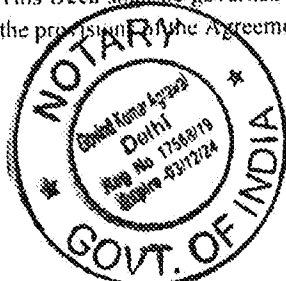
Consure Medical Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 7/4626 Dangi Sheri, No. 3, Mahatma Gandhi Road, Delhi Gate, Surat, 395 003 (hereinafter referred to as the "Seller" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean its successors and assigns thereof) on the First Part; **AND**

CM Technologies, Inc., a Delaware Corporation, having its place of business at 2165, San Diego Avenue, Suite 101, San Diego, CA 92110, United States (the "Acceding Party") in the Second Part.

The Seller and the Acceding Party are hereinafter referred to as "**Parties**" and individually as a "**Party**"

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Acceding Party confirms that the Seller has agreed to sell the Patents as provided in Annexure 1 (the "Patents") on the terms contained in the Deed of Transfer and Assignment of Patent executed on 16th Dec. 2020, by and between the Seller and the BCIL, DBT, Government of India (the "Agreement").
2. The Acceding Party hereby confirms that it has been supplied with a copy of the Agreement and hereby covenants with and in favour of all present Parties to the Agreement (whether original or by accession), and also for the benefit of all who subsequently become Parties thereto, that with effect from the date on which it becomes the assignee of the Patents, it will assume, fulfil and discharge all obligations and liabilities applicable to Consure Medical Pvt Ltd under the Deed of Transfer and Assignment of Patent, and that it will observe, perform and be bound by all the terms of the Agreement (including the royalty payments).
3. The Acceding Party hereby acknowledges and agrees that as of the date on which it is registered as a assignee of the patents, the Acceding Party shall become a party to, shall be bound by, and shall enjoy the rights and benefits under, the Deed of Transfer and Assignment of Patent, as if it were originally a party to the Agreement.
4. The Acceding Party undertakes that it shall not do anything that derogates from the provisions of the Agreement. The Acceding Party acknowledges and agrees that the Seller shall not be bound to give effect to any act exercised by it which are not in accordance with the Agreement.
5. The Acceding Party represents and warrants that: (i) it has the power and authority to execute and deliver this Deed and is not prohibited from entering into this Deed; (ii) upon the execution of the Deed, it will form a legal, valid and binding obligation enforceable according to the terms of this Deed and the Agreement; (iii) the execution and delivery of this Deed does not violate or contravene any provisions of or constitute a default under any documents, contracts or agreements that it is a party to.
6. This Deed shall be governed by and construed in accordance with the provisions of the Agreement and all the provisions of the Agreement shall apply *mutatis mutandis* to this Deed.



IN WITNESS WHEREOF the Parties hereto have signed and executed this Deed on date, year and place aforesaid.

Signed and Delivered on behalf of Conjure Medical
Private Limited by

Signed and Delivered on behalf of CM
Technologies, Inc

Authorized Signatory

Date: 06 May 2021

Authorized Signatory

Date: 06 May 2021

ATTESTED

**NOTARY PUBLIC
DELHI (INDIA)**

U D MAY 2021