

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7041308

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CONTRAMED, LLC	06/01/2018
RECEIVING PARTY DATA		
Name:	SEBELA VLC LIMITED	
Street Address:	21 LAFFAN STREET	
City:	HAMILTON	
State/Country:	BERMUDA	
Postal Code:	HM 09	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17456275
CORRESPONDENCE DATA		
Fax Number:	(612)332-9081	
<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:	6123325300	
Email:	tpowless@merchantgould.com	
Correspondent Name:	ROBERT A. KALINSKY	
Address Line 1:	150 SOUTH FIFTH STREET	
Address Line 2:	SUITE 2200	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-4247	
ATTORNEY DOCKET NUMBER:	17718.0003USC4	
NAME OF SUBMITTER:	THERESA N. POWLESS	
SIGNATURE:	/Theresa N. Powless/	
DATE SIGNED:	11/24/2021	
Total Attachments: 5		
source=2021-11-24--Exec-Assignment-Contramed to Sebela VLC--17718.0003USC4#page1.tif		
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the “*Assignment*”), dated effective as of June 1, 2018 (the “*Effective Date*”), is made by Contramed, LLC, a Delaware limited liability company (“*Seller*”), to Sebela VLC Limited, a limited company organized under the laws of Bermuda (“*Buyer*”). Capitalized terms used herein and not otherwise defined herein shall have their respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”) with respect to Buyer’s purchase of certain Acquired Assets;

WHEREAS, Seller is the owner of the Purchased Intellectual Property, Intellectual Property Licenses, Purchased Technological Information, Intellectual Property Claims and Product Data, all as more particularly specified in Schedule 1 attached hereto (collectively, the “*Assigned Intellectual Property*”);

WHEREAS, Buyer desires to acquire the entire right, title, and interest in and to the Assigned Intellectual Property; and

WHEREAS, Seller is willing to assign to Buyer all right, title, and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignment and Transfer. Seller hereby assigns to Buyer all right, title, and interest in and to the Assigned Intellectual Property, together with (i) the registrations of the Assigned Intellectual Property and all renewals and extensions of the foregoing, and (ii) the goodwill symbolized by and associated with the Assigned Intellectual Property and such registrations. This Assignment includes an assignment of all rights to (a) sue and recover damages for past and future infringement or misappropriation of Seller’s rights in the Assigned Intellectual Property, the registrations thereof or the dilution of the goodwill symbolized by or associated with the Assigned Intellectual Property or such registrations; (b) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the Copyrights and/or Marks; and (c) to collect any income, royalties, proceeds, and payments arising after the Effective Date by virtue of the use thereof. The right, title, and interest are to be held and enjoyed by Buyer and Buyer’s successors and assigns as fully and exclusively as they would have been held and enjoyed by Seller had this assignment not been made.

2. Purchase Agreement. This Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. The Parties acknowledge and agree that all representations, warranties, covenants, agreements, and indemnities by or from Seller to or for the benefit of Buyer with respect to the Assigned Intellectual Property are set forth in the Purchase Agreement, and Seller makes no additional representations, warranties, covenants, agreements, or indemnities to or for the benefit of Buyer with respect to the Assigned

Intellectual Property under this Assignment. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern. For the avoidance of doubt, any controversy or claim arising under this Assignment shall be governed solely by, and subject to the terms of, the Purchase Agreement.

3. Miscellaneous.

(a) Seller further covenants that it will execute and deliver, from time to time after the date hereof upon the request of Buyer, such further documents, papers, forms, and authorizations and will take all other actions that may be reasonably necessary to effect or perfect the vesting in Buyer the ownership of the Assigned Intellectual Property, to the fullest extent possible.

(b) This Assignment and all questions regarding its validity, interpretation, breach, or performance shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to conflict of law principles that would permit or require the application of the law of any other jurisdiction.

(c) This Assignment shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(d) The provisions of Article X of the Purchase Agreement shall apply to this Assignment and such provisions are hereby incorporated by reference, *mutatis mutandis*, in this Assignment as if such provisions were fully set forth herein.


(e) This Assignment and any amendment or modification may be executed in any number of counterparts (including via facsimile or electronic copy), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be executed by a duly authorized officer, as of the Effective Date.

SELLER:

CONTRAMED, LLC

By:  _____
Name: Bob H. Katz
Title: President & CEO

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY

Trademarks

File Reference 1st Supervisor	Trademark Status 2nd Supervisor	Application No Country	Application Date Trademark	Registration No	Registration Date	Next Renewal Date
17718.0005US01 GCG – Gregory C. Golla	Registered MVM – Merete V. Morris	85440991 United States of America	6 Oct 2011 VERACEPT	4846251	3 Nov 2015	3 Nov 2025
17718.0005EM01 GCG – Gregory C. Golla	Registered MVM – Merete V. Morris	015387111 EUTM	29 April 2016 VERACEPT	015387111	29 Aug 2016	29 Apr 2026
17718.0006US01 GCG – Gregory C. Golla	Registered MVM – Merete V. Morris	86814178 United States of America	9 Nov 2015 VERACEPT & DESIGN	4988521	28 Jun 2016	28 Jun 2026

Patents

Country	Application No.	Application Date
Australia	2014334816	09/23/2014
Australia	2013302805	02/11/2015
Australia	2014334932	03/31/2016
Australia	2018200234	01/11/2018
Brazil	1120150030947	02/11/2015
Brazil	1120160082940	04/14/2016
Brazil	1120160085949	04/18/2016
Canada	2881162	02/06/2015
Canada	2926210	04/01/2016
Canada	2926933	04/08/2016
European Union	14853624.6	10/18/2013
European Union	13829987	03/13/2015
European Union	14853521.4	04/20/2016
Mexico	MX/A/2015/001938	02/12/2015
Mexico	MX/A/2016/004563	04/08/2016
Mexico	MX/A/2016/004857	04/14/2016
Patent Cooperation Treaty	PCT/US2013/054743	08/13/2013
Patent Cooperation Treaty	PCT/US2014/049392	08/01/2014

Patent Cooperation Treaty	PCT/US2014/056967	09/23/2014
Patent Cooperation Treaty	PCT/US2015/047929	09/01/2015
United States of America	13/585039	08/14/2012
United States of America	13/795940	03/12/2013
United States of America	61/890714	10/14/2013
United States of America	14/057297	10/18/2013
United States of America	14/289530	05/28/2014
United States of America	14/794274	07/08/2015
United States of America	14/796965	07/10/2015
United States of America	14/818434	08/05/2015
United States of America	14/841971	09/01/2015
United States of America	14/935517	11/09/2015
United States of America	15/217295	07/22/2016
United States of America	15/441539	02/24/2017
United States of America	15/477189	04/03/2017
United States of America	85/440991	10/06/2011
United States of America	86/814178	11/09/2015
European Union	015387111	04/29/2016

Co-owned Patents¹

WFG Case Number	Country	Title or Mark	Status	Serial Number	Issue Date	Patent Number	Status
TAL_003	USA	Intrauterine Device	Issued	12/856,876	3/4/2014	8,662,081	Maintain
TAL_003_CIP	USA	Intrauterine Device	Issued	13/294,091	11/10/2015	9,180,039	Maintain
TAL_003_CIP_CON	USA	Intrauterine Device	Issued	14/458,525	11/15/2016	9,492,311	Maintain
TAL_003_CON	USA	Intrauterine Device	Issued	13/949,621	11/29/2016	9,510,088	Maintain
	USA		Issued	11/892,560	11/24/2009	7,621,276	Maintain
	USA		Issued	12/353,770	5/22/2012	8,181,653	Maintain
	USA		Issued	13/449,753	4/28/2015	9,016,280	Maintain
	USA		Pending – NFOA Mailed 12/11/2017	14/861,300	N/A	N/A	Maintain

¹ Patents are co-owned by the Company and Yale University.