

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7054940

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPINEART SA	03/23/2021
RECEIVING PARTY DATA		
Name:	IMPORTADORA MEDICA DOLPER S.A. DE C.V.	
Street Address:	MANZANILLO NO 83 DESPACHO 102	
Internal Address:	MEXICO DF	
City:	COLONIA ROMA	
State/Country:	MEXICO	
Postal Code:	CP 06760	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8021395
CORRESPONDENCE DATA		
Fax Number:	(703)816-4100	
<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:	7038164132	
Email:	agoode@nixonvan.com	
Correspondent Name:	NIXON & VANDERHYE P.C.	
Address Line 1:	901 N. GLEBE ROAD, 11TH FLOOR	
Address Line 4:	ARLINGTON, VIRGINIA 22203	
ATTORNEY DOCKET NUMBER:	7920-10056-MISC	
NAME OF SUBMITTER:	ERIC JENSEN	
SIGNATURE:	/ERIC JENSEN/	
DATE SIGNED:	12/03/2021	
Total Attachments: 6		
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ASSETS PURCHASE AGREEMENT

BY AND BETWEEN:

1. **SpineArt SA**, a *société anonyme* governed and construed under the laws of Switzerland, having its registered office at 3 Chemin du Pré-Fleuri, 1228 Plan-les-Ouates, Geneva, Switzerland, registered under number CH-112.355.249, represented by Mr. Stéphane Mugnier, duly authorized for the purpose hereof,

(hereinafter referred to as the "**Seller**"),

OF THE FIRST PART,

AND

2. **Importadora Medica Dolper S.A. de C.V.**, a company governed and construed under the laws of Mexico, having its office located at Manzanillo N°63 Despacho 102, Colonia Roma, Mexico DF, CP 06760, Mexico, registered under number IMD081216I83, represented by Mr. Jose Manuel Perogordo, duly authorized for the purpose hereof,

(hereinafter referred to as the "**Purchaser**"),

OF THE SECOND PART,

The Seller and the Purchaser being hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Seller owns all the intellectual property (IP) rights and assets rights on its product marketed under the name "WELLEX" (the "**Product**"), namely a dynamic interspinous device allowing a controlled motion in flexion and extension which is implanted with a set of instruments.
- B. The Seller desires to sell to the Purchaser and the Purchaser desires to purchase from the Seller the entire IP rights and assets rights relating to the Product.
- C. In this context, the Purchaser agrees to purchase and the Seller agrees to sell all the Assets (as listed in Article 1.2) in accordance with the terms and conditions of in this agreement (the "**Agreement**").

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1 - SALE AND PURCHASE OF THE ASSETS

- 1.1 Upon the terms and conditions of this Agreement, the Seller hereby sells and transfers, and the Purchaser purchases, with effect on the Completion Date (as this term is defined below), the full ownership of the Assets (as listed in Article 1.2), together with all rights then and thereafter attached thereto (the "**Transfer**").

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For the purpose of this Agreement, the “**Completion Date**” means the later of the two following dates:

- (i) the date of payment of the second installment of the Purchase Price under the conditions laid down in paragraph (ii) of Article 2.2 of this Agreement; and
- (ii) the date of issuance of an irrevocable letter of credit (the “**Irrevocable Letter of Credit**”), the terms of which shall be previously agreed by both Parties, with respect to the payment of the third installment of the Purchase Price under the conditions laid down in paragraph (iii) of Article 2.2 of this Agreement.

The Assets will be transferred, on the Completion Date, free of “charges”, i.e. any security over assets, guarantee (including any pledge, charge or mortgage), encumbrance, lien or any right restricting the full enjoyment, full ownership or transferability, or any other right or agreement having a similar effect (including a call option, pre-emption agreement, inalienability agreement, preferential agreement, escrow agreement or reservation of title, any other restriction).

1.2 Subject to the provisions of Article 1.1, the Transfer shall consist exclusively in the sale and transfer of ownership of the following assets relating to the Product (the “**Assets**”) :

- (i) the intellectual property (IP) rights and assets rights pertaining to the Product (together the “**IP Rights**”), including:
 - the European Patent no.2164412 dated September 3, 2014,
 - the Mexican Patent no.294606 dated January 11, 2012,
 - the US Patent no.8,021,395 B2 dated September 20, 2011;
- (ii) the full technical file used to support the CE marking of the Product;
- (iii) all the marketing collaterals materials, including the surgical techniques (electronic format), relating to the Product;
- (iv) the right to manufacture and to sell the Product under the Purchaser’s brand and product name.

The transfer of ownership of the Assets by the Seller to the Purchaser will be effective only on the Completion Date (as this term is defined in Article 1.1 of this Agreement). Benefits and risks with regard to the Assets shall pass from the Seller to the Buyer on the Completion Date.

1.3 Subject to the terms and conditions herein provided, each Party shall execute, on or after the Completion Date, all documents and take necessary measures which any of the Parties may reasonably require of another Party in order to implement the provisions of this Agreement, and of any other documents pursuant to or in connection with this Agreement and the Transfer of the Assets.

ARTICLE 2 - PURCHASE PRICE

2.1 Purchase Price

The aggregate purchase price for the Assets is [REDACTED]
[REDACTED] (the “**Purchase Price**”), composed as follows:

- [REDACTED] for the IP Rights;

- [REDACTED] for the Assets other than the IP Rights.

2.2 Payment of the Purchase Price

The Purchase Price shall be paid by the Purchaser to the Seller, free of any bank charges or exchanges costs, in three (3) installments as follows:

- (i) [REDACTED] on the date of signature of this Agreement by wire transfer on the Seller's bank account whose details were provided to the Purchaser prior to the signature of this Agreement;
- (ii) [REDACTED] within sixty (60) days of the date of signature of this Agreement by wire transfer of the Seller's bank account whose details were provided to the Purchaser prior to the signature of this Agreement; and
- (iii) [REDACTED] twelve (12) months of the date of signature of this Agreement by presentation of the Irrevocable Letter of Credit to the concerned bank or financial institution.

The Purchaser delivers to the Seller, on the date hereof, a copy of the wire transfer instruction or the SWIFT confirmation code evidencing the payment of the first installment of the Purchase Price in accordance with the conditions specified below.

ARTICLE 3 - POST-COMPLETION SPECIFIC UNDERTAKINGS

- 3.1** The Purchaser undertakes, as soon as possible after the Completion Date, to submit and to proceed with all required publicity or registration formalities deemed necessary as the result of the transfer of the Assets pursuant to the applicable laws and to provide to the Seller, within sixty (60) days following the Completion Date, copy of any documentation evidencing the performance of such formalities and the payment of any related costs and taxes.
- 3.2** The Purchaser also undertakes, as soon as possible after the Completion Date, to submit and to proceed with all required publicity or registration formalities and filings with the relevant sanitary authorities of the markets where the Product will be commercialized and to provide to the Seller, within sixty (60) days following the Completion Date, copy of any documentation evidencing the performance of such formalities and filings.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 4.1** Each Party warrants and represents, on the date of signature of this Agreement and on the Completion Date, to the other Party that:
 - (i) it is a validly existing company which is duly incorporated, registered and organized under the laws, as the case may be, of Switzerland or Mexico;
 - (ii) it has the legal right and full capacity, power and authority to enter into and perform the Agreement, to execute its obligations under the terms, conditions and duration of this Agreement and to benefit from the rights set out therein;
 - (iii) it is in good standing and is not (nor is it likely to be) in bankruptcy, subject to insolvency proceedings or to a voluntary liquidation procedure, and it is not and has not been subject

- to any proceeding whether or not criminal which restricts the sale or the purchase, as the case may be, of the Assets in accordance with the terms of this Agreement and that its corporate officers are not subject to any criminal proceedings restricting them from exercising the powers or functions they may exercise on behalf of the concerned Party;
- (iv) it has taken all corporate action required to enter into and to perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement; the individual signatory in its name and on its behalf are duly authorized to act on behalf of the concerned Party;
 - (v) the execution of the Agreement by each Party shall constitute a valid and enforceable obligation in accordance with the terms hereof;
 - (vi) the execution of the Agreement does not constitute a breach of any contractual obligation, any finding of a court of law or arbitration tribunal or any decision by a public authority.
- 4.2** The Seller warrants and represents, on the date hereof and on the Completion Date, to the Purchaser that it is the lawful owner of the Assets, free and clear of any "charges" (as defined in Article 1.1).
- 4.3** The Purchaser warrants and represents, on the date hereof and on the Completion Date, to the Seller that it has all necessary financings available allowing the consummation of all transactions contemplated under the Agreement and in particular the full payment of the Purchase Price.

ARTICLE 5 - MISCELLANEOUS

- 5.1** The Agreement, including its Annexes, and the documents and agreements delivered or to be delivered in connection herewith, constitute the entire agreement of the Parties and supersede all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof.
- 5.2** The invalidity or unenforceability of any provision, or part of a provision, of the Agreement shall not affect the validity or enforceability of any other provision, or part of a provision, of the Agreement, which shall otherwise remain in force and effect provided that such invalidity or unenforceability shall not materially adversely affect the benefits to which the Parties are entitled or expected to receive hereunder. The Parties shall amend any invalid or unenforceable provision to the extent reasonably required to make such provision, or part of a provision, valid or enforceable.
- 5.3** None of the Parties may assign this Agreement, or the benefit thereof, to a third party without the prior written consent of the other Party.
- 5.4** The Agreement shall remain strictly confidential and the Parties, including their representatives, employees or attorney, shall refrain from reporting it, disclosing it or publishing it, in whole or in part, unless made:
- with the written prior approval of the other Party;
 - to (i) their consultants bound by the confidentiality obligation to a similar extent, (ii) relevant state and other administrative authorities and courts where the Parties are required under generally applicable legal regulations to provide the authorities with such information;
 - to the representatives, employees or attorney of their affiliates for the purpose of implementing the transactions described in the Agreement.

Each Party, including its representatives, employees or attorney, shall not issue any press release or otherwise make any public statement, or communicate with news media or any third-party, in respect of the Agreement or the transaction contemplated thereby pre and post-Completion without the written prior approval of the other Party.

- 5.5 Except as specified below, the notices and communications provided for herein shall be sent to the Parties to the registered office of the Party concerned as specified in the above recitals.

Any notice or communication must be delivered by hand against a receipt dated and signed by the recipient or sent by registered letter with acknowledgement of receipt (or international courier service) and shall be deemed to have been received on the date stamped by the recipient on the receipt if it is delivered by hand or the date of first presentation if it is sent by registered letter (or international courier service).

All documents to be furnished or communications to be given or made under the Agreement shall be in English only.

- 5.6 Each Party shall pay its own costs and expenses in relation to the negotiation, preparation, and implementation of the Agreement (and the documents referred to herein), including the fees and disbursements of their respective legal, accountancy and other advisers.
- 5.7 All publicity costs, registration costs, transfer tax and other similar taxes (including any late payment interest or penalties in connection thereto) arising in the connection with the sale and the future ownership of the Assets shall be exclusively borne by the Purchaser.

ARTICLE 6 - GOVERNING LAW - DISPUTES

- 6.1 The Agreement shall be governed and construed in its entirety, i.e. as to its validity, interpretation or performance, in accordance with the laws of Switzerland.
- 6.2 Any dispute arising in connection with the Agreement or as a result or consequence thereof shall be exclusively settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be in Geneva (Switzerland). The arbitral proceedings shall be conducted in English.

ARTICLE 7 - ELECTRONIC SIGNATURE


- 7.1 This Agreement shall be signed electronically by the respective authorized representative of the Parties mentioned in the appearances of this Agreement. The Parties expressly acknowledge that electronic signatures via DocuSign, which service complies with the eIDAS Regulation (EU) 910/2014, have been used for the signature of this Agreement by these signatories.
- 7.2 Each Party acknowledges that it has received all the information required for the electronic signature of this Agreement and that it has signed this Agreement by electronic means with full knowledge of the technology used and its terms and conditions, and therefore waives any claim and/or legal action to challenge the reliability of this electronic signature system and/or its intention to enter into this Agreement. Furthermore, the obligation to provide an original paper copy to each of the Parties is not required as proof of the commitments and obligations of each Party to this Agreement. The delivery of an electronic copy of this Agreement directly by

DocuSign to each of the Parties constitutes sufficient and irrefutable proof of the commitments and obligations of each Party to this Agreement.

Made in one electronic copy on the 23rd of March of 2021.

DocuSigned by:

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SpineArt SA
By: Mr. Stéphane Mugnier

DocuSigned by:

C923109294E94ED...
Importadora Medica Dolper S.A. de C.V
By: Mr. Jose Manuel Perogordo

DocuSigned by:

CA3B3E591158496...
SpineArt SA
By: Mr. Jerome Levieux