

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7082191

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VERILY LIFE SCIENCES LLC	05/11/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GALVANI BIOELECTRONICS LIMITED
<b>Street Address:</b>	980 GREAT WEST ROAD
<b>City:</b>	BRENTFORD, MIDDLESEX
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	TW8 9GS
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10918871
Patent Number:	10702700
Patent Number:	10981002
Patent Number:	10729901
Patent Number:	10773075
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	610-917-5000
<b>Email:</b>	us_cipkop@gsk.com
<b>Correspondent Name:</b>	GLAXOSMITHKLINE GLOBAL PATENTS
<b>Address Line 1:</b>	1250 SOUTH COLLEGEVILLE ROAD
<b>Address Line 2:</b>	UP4110
<b>Address Line 4:</b>	COLLEGEVILLE, PENNSYLVANIA 19426
<b>ATTORNEY DOCKET NUMBER:</b>	70112 - 70116
<b>NAME OF SUBMITTER:</b>	LAURA MCCULLEN
<b>SIGNATURE:</b>	/lauramccullen/
<b>DATE SIGNED:</b>	12/20/2021
<b>Total Attachments: 5</b>	

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source=Verily Assignment of Patents to Galvani October 2021 (1)#page4.tif  
source=Verily Assignment of Patents to Galvani October 2021 (1)#page5.tif

**Dated: November 5, 2021**

**VERILY LIFE SCIENCES LLC**

**AND**

**GALVANI BIOELECTRONICS LIMITED**

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**THIS AGREEMENT** is made the 5th day of November 2021

**BETWEEN:-**

- (1) **VERILY LIFE SCIENCES LLC** a limited liability company incorporated under the laws of the State of Delaware and whose registered office is at 269 E. Grand Avenue, S. San Francisco, California, 94043 United States of America (the "**Assignor**"); and
- (2) **GALVANI BIOELECTRONICS LIMITED** a company incorporated under the laws of England and Wales with company registration number 09984862 and whose registered office is at 980 Great West Road, Brentford, Middlesex TW8 9GS (the "**Assignee**").

**WHEREAS:-**

- (A) The Assignor has agreed to assign the patents and the patent applications, details of which are set out in the Schedule 1 hereto (the "**Patents**"), to the Assignee;
- (B) The Assignee has agreed to license certain rights in the Patents back to Assignor pursuant to the terms of Section 6 of the Parent IP Licence Agreement between Assignor and Assignee, dated November 16, 2016, where such Patents shall be treated as "Parent Assigned IP" under Section 6 of the aforementioned Parent IP License Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. ASSIGNMENT**

- 1.1 In consideration of the good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Assignee its right, title and interest in and to the Patents including all rights, privileges and advantages thereto including, without limitation, the right to take, defend or appeal proceedings, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof, and the right to claim priority from any patent application therein, including the right to claim priority from the priority chain of any such patent application, to hold unto the Assignee absolutely for the full term of the Patents.

**1.2 FURTHER ASSURANCE**

- 1.3 The Assignee shall be responsible for preparing and filing any documentation necessary for the recordal with any relevant intellectual property office of the transfer of ownership of the Patents from Assignor to the Assignee under this Assignment. The

Assignee shall be responsible for all out-of-pocket filing fees and other costs and expenses associated with those recordals.

- 1.4 The Assignor shall, at the request and cost of the Assignee, execute and deliver any further documents that may be reasonably necessary to secure the vesting of the Patents in the Assignee under this Assignment.
- 1.5 The Assignor shall provide the Assignee with all such assistance as the Assignee may from time to time reasonably request for the purpose of defending or enforcing any of the Patents, provided that the Assignee indemnifies the Assignor for all costs reasonably incurred in respect of and any liabilities incurred by the Assignor as a result of such assistance.

### **3. THIRD PARTY RIGHTS**

- 3.1 Subject to Clause 3.2, the parties do not intend that any term of this Assignment should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Assignment.
- 3.2 Certain provisions of this Assignment confer benefits on Affiliates (as such term is defined in the Contribution Agreement) of Assignee (other than Assignor) (each such Affiliate being for purposes of this Clause 3.2, a "**Third Party**") and, subject to Clause 3.3 are intended to be enforceable by each Third Party by virtue of the Contract (Rights of Third Parties) Act 1999.
- 3.3 Notwithstanding Clause 3.2, this Assignment may be varied in any way and at any time without the consent of any Third Party.

### **4. COUNTERPARTS**

- 4.1 This Assignment may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 4.2 Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument.

### **5. GOVERNING LAW AND ARBITRATION**

- 5.1 This Assignment is to be governed by and construed in accordance with English laws. Any matter, claim or dispute arising out of or in connection with this Assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English laws.
- 5.2 All disputes arising out of or in connection with this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC**")

**Rules**”). Capitalized terms used in this Clause 6.2 and not otherwise defined in this Assignment have the meanings given to them in the ICC Rules.

- (A) The arbitral tribunal shall consist of three arbitrators. The Claimant shall nominate one arbitrator and the Respondent shall nominate one arbitrator, in each case in accordance with the ICC Rules. The third arbitrator, who will act as president of the arbitral tribunal, shall be nominated jointly by the two co-arbitrators, provided that if the third arbitrator has not been so nominated within twenty (20) Business Days (as such term is defined in the Contribution Agreement) of the time-limit for service of the Answer, the third arbitrator shall be appointed by the ICC Court.
- (B) The place of arbitration shall be New York, USA.
- (C) Insofar as any provision contained in the ICC Rules is incompatible with applicable English law, that provision or relevant part of that provision shall be excluded.
- (D) The language of the arbitration shall be English.
- (E) The arbitral tribunal shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrator deems just and equitable and within the scope of this Assignment, including an injunction or other order for specific performance, but is not authorized to reform, modify or materially change this Assignment.
- (F) The parties shall keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other information or documents produced or disclosed by the parties or by witnesses in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority.
- (G) Notwithstanding anything in this Assignment to the contrary, a party may seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis, pending the decision of the arbitral tribunal on the ultimate merits of any dispute.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

### SCHEDULE 1

#### Patents

PATENT OR APPLICATION NO.	FILING DATE	TITLE
US 10,918,871 VER-24705-00-US	2/22/2017	SYSTEMS AND METHODS FOR PERIPHERAL NERVOUS STIMULATION FOR METABOLIC AND ENDOCRINE FUNCTION
US 10,702,700 VER-38802-00-US	6/1/2018	HYBRID IMPLANTABLE CONNECTORS
US 10,981,002 VER-38801-00-US	3/21/2018	INTERCOSTAL MUSCLE FIXATION FOR AN IMPLANTED MEDICAL DEVICE
US 10,729,901 VER-38780-01-US	11/14/2017	IMPLANTABLE ELECTRODES COMPRISING MECHANICALLY CONSTRAINED BIOCOMPATIBLE HYDROGELS WITH CONDUCTIVE PASSTHROUGH
US 10,773,075 VER-38763-00-US	3/20/2018	NEURAL ELECTRODE ARRAY ATTACHMENT

Signed by  
for and on behalf of  
**VERILY LIFE SCIENCES LLC**

DocuSigned by:  
*Shih-Yo Cheng*  
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11/5/2021

) Shih-Yo Cheng

Date

Signed by  
for and on behalf of  
**GALVANI BIOELECTRONICS  
LIMITED**

DocuSigned by:  
*Gwynedd Warren*  
0B7690586794454...

11/17/2021

) Gwynedd Warren

Date