

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7201168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FIAGON AG MEDICAL TECHNOLOGIES	01/24/2022
RECEIVING PARTY DATA	
Name:	INTERSECT ENT INTERNATIONAL GMBH
Street Address:	NEUENDORFSTRASSE 23B
City:	HENNIGSDORF
State/Country:	GERMANY
Postal Code:	16761
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15029649
Application Number:	15033146
Patent Number:	10568713
PCT Number:	EP2020075650
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	02701 02801 02901 03401WO
NAME OF SUBMITTER:	LISA A. AMII
SIGNATURE:	/Lisa A. Amii/
DATE SIGNED:	03/01/2022
Total Attachments: 6	
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**ASSIGNMENT OF PATENT RIGHTS
(Company to Company)**

Flagon AG Medical Technologies, a German company having its principal place of business at Neuendorfstraße 23b, 16761 Hennigsdorf, Germany (herein referred to as "Assignor") owns the entire right, title and interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth in the Patent Schedule attached hereto, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

WHEREAS, Intersect ENT International GmbH, a German company having its principal place of business at Neuendorfstraße 23b, 16761 Hennigsdorf, GERMANY (the "Assignee"), its successors, legal representatives and assigns, is desirous of acquiring the Assignor's entire right, title, and interest in and to said invention(s), said application(s), and said patent(s) listed in the Patent Schedule; the right to file applications for patent and/or registered design of the United States or other countries on said invention(s); the entire right, title and interest in and to any application(s) and patent(s); the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) for patent and/or registered design and said patent(s); and the entire right, title, and interest in and to any and all Letters Patent or Patents and/or registered design(s), United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns Assignor's right, title, and interest in and to:

- (a) said invention(s);
- (b) said application(s) for patent;
- (c) said patent(s);
- (d) the right to file applications for patent and/or registered design of the United States or other countries on said invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (e) any application(s) for patent and/or registered design of the United States or other countries claiming the invention(s);
- (f) any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent and/or registered design identified above or any application(s) for patent claiming the invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (g) the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) for patent and/or registered design and said patent(s) identified in the preceding paragraphs (b)-(f) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and
- (h) any and all Letters Patent or Patents and/or registered design(s), United States or foreign, to be obtained for said invention(s), said application(s), and said patent(s), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor also hereby represents that, except for said prior agreement, if applicable, the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s);

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AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said registered design(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided the application serial number, file date, attorney docket number, assignment recordation date, and Reel/Frame No(s), of the Patent Application(s) and/or Letters Patent(s) identified herein when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the use and behalf of the Assignee, its successors, legal representatives, and assigns;

AND Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

Date: 24.01.2022 By: Uci Desinger
Name: DESINGER
Title: MD
Company: Fiagon AG Medical Technologies

By signing, I confirm that I am entitled to sign legally binding acts on behalf of Fiagon AG Medical Technologies.

Witness:

Sandra Desinger
Signature

24.01.2022
Date

Sandra Desinger
Printed name

For and on behalf of ASSIGNEE:

Date: 24.01.2022

By: Uta Desinger
Name: DESINGER
Title: MD
Company: Intersect ENT International GmbH

Witness:

Sandra Desinger
Signature

24.01.2022
Date

Sandra Desinger
Printed name

PATENT SCHEDULE

Cooley Docket No.	Client-Matter	Title/Mark	Appin/Pub/Reg Numbers	Appin/Pub/Reg Dates	Country
ISCT-027/01US	304259-2237	FIELD COIL UNIT AND POSITION DETECTION SYSTEM	15/029,649 US 2016-0331269	10/16/2014 11/17/2016	United States of America
ISCT-027/01WO	n/a	FIELD COIL UNIT AND POSITION DETECTION SYSTEM	PCT/EP2014/072282 WO 2015/055797	10/16/2014 04/23/2015	Patent Cooperation Treaty
ISCT-028/01US	304259-2232	SURGICAL INSTRUMENT AND METHOD FOR DETECTING THE POSITION OF A SURGICAL INSTRUMENT	15/033,146 US 2016-0249986	10/31/2014 09/01/2016	United States of America
ISCT-028/01WO	n/a	SURGICAL INSTRUMENT AND METHOD FOR DETECTING THE POSITION OF A SURGICAL INSTRUMENT	PCT/EP2014/073493 WO 2015/063280	10/31/2014 05/07/2015	Patent Cooperation Treaty
ISCT-029/01US	304259-2233	NAVIGATION ASSISTANCE SYSTEM FOR MEDICAL INSTRUMENTS	15/303,793 US 2017-0105809 10,568,713	04/14/2015 04/20/2017 02/25/2020	United States of America
ISCT-029/01WO	n/a	NAVIGATION ASSISTANCE SYSTEM FOR MEDICAL INSTRUMENTS	PCT/EP2015/058107 WO 2015/158736	04/14/2015 10/22/2015	Patent Cooperation Treaty
ISCT-034/00US	304259-2246	NAVIGATION UNIT AND METHOD	62/899,840	09/13/2019	United States of America
ISCT-034/01WO	n/a	NAVIGATION UNIT AND METHOD	PCT/EP2020/075650 WO 2021/048439	09/14/2020 03/18/2021	Patent Cooperation Treaty
ISCT-038/00US	304259-2269	SURGICAL INSTRUMENT	35/510,416	06/09/2020	United States of America
ISCT-038/00WO	n/a	SURGICAL INSTRUMENT	970055641 DM/210316	06/09/2020 06/09/2020	Hague Agreement