

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7253575

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TECHNISCHE UNIVERSITEIT EINDHOVEN | 03/23/2022 |
| RECEIVING PARTY DATA | |
| Name: | XELTIS AG |
| Street Address: | SEEFELDSTRASSE 69 |
| City: | ZURICH |
| State/Country: | SWITZERLAND |
| Postal Code: | CH-8008 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16876334 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)424-0141 |
| <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: | 650-331-8411 |
| Email: | ron@lumenpatent.com |
| Correspondent Name: | RON JACOBS |
| Address Line 1: | 555 BRYANT STREET |
| Address Line 2: | UNIT 222 |
| Address Line 4: | PALO ALTO, CALIFORNIA 94301 |
| ATTORNEY DOCKET NUMBER: | XTS-101/PCT/CON2 |
| NAME OF SUBMITTER: | RON JACOBS |
| SIGNATURE: | /Ron Jacobs/ |
| DATE SIGNED: | 03/30/2022 |
| Total Attachments: 9 | |
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PATENT RIGHTS ASSIGNMENT AGREEMENT

THE UNDERSIGNED

1. **Eindhoven University of Technology**, a public legal entity under the Act on Higher Education and Scientific Research ("*Wet op het Hoger Onderderwijs en Wetenschappelijk Onderzoek*"), incorporated under the laws of the Netherlands, having its registered office at Eindhoven and its principal place of business at (5612AZ) Eindhoven, the Netherlands, at Den Dolech 2, duly represented by Robert-Jan Smits acting in the capacity of President of the Executive Board,
2. **SupraPolix B.V.**, a private company with limited liability established and existing under the laws of the Netherlands, having its registered office in (5612AX) Eindhoven, the Netherlands, at Horsten 1 MMP 1.29, registered with the Chamber of Commerce in the Netherlands, under 17146579, duly represented by Anton Bosman acting in the capacity of CEO,
3. **SyMO-Chem B.V.**, a private company with limited liability established and existing under the laws of the Netherlands, having its registered office in (5612AZ) Eindhoven, the Netherlands, at Den Dolech 2, registered with the Chamber of Commerce in the Netherlands, under 17123767, duly represented by H.M. Janssen acting in the capacity of director of SyMO-Chem B.V.

hereinafter jointly referred to as "**Assignors**".

AND

4. **Xeltis AG**, a private company with limited liability established and existing under the laws of the Netherlands, having its registered office at Seefeldstrasse 69 in Zurich, Switzerland, duly represented by Eliane Schutte acting in the capacity of CEO, hereinafter referred to as the "**Assignee**";

together referred to as the **Parties**, and each of them as a **Party**;

WHEREAS

- A. Assignors are together with Assignee co-proprietors of the Patent Rights (as defined under Article 1 below), where Assignee has already filed an international patent application with the PCT Receiving office of WIPO for;
- B. The Assignee desires to obtain full title to the Patents Rights by means of an assignment of the Patent Rights from the Assignors;
- C. Following Article IV. 10. 2. Of the BMM Project Agreement P1.01 iValve as fully signed d.d. December 10th 2009 and the offer letter dated September 21st, 2016 **Annex 1**, Assignors have agreed to assign their respective portions in the Patent Rights to Assignee on the terms of this Agreement;
- D. The Parties acknowledge that this Patent Rights Assignment Agreement is to be considered the Acquisition Agreement mention in the Offer Letter dated September 21st, 2016 Annex 1.

- E. For the avoidance of doubt, this Agreement and any and all articles of this Agreement pertain to the Patent Rights only. Accordingly, this Agreement between the Parties shall not apply to any matters outside the scope of the Patent Rights.

HAVE AGREED AS FOLLOWS:

1 Definitions

- 1.1 In this Agreement, the terms indicated with a capital will have the meaning ascribed to them in the the BMM Project Agreement. In addition, the following terms, indicated with a capital, whether single or plural, will have the following meaning:

| | |
|-----------------------|---|
| <i>Agreement:</i> | this agreement including all Annexes thereto; |
| <i>Annex:</i> | any attachment to this Agreement, which shall form an integral part of the Agreement; |
| <i>Patent Rights:</i> | any and all rights to the Invention including the right to apply for any European, regional and/or national patent, as well as any registered (patent) rights deriving from such applications |
| <i>Invention:</i> | the "Implant" patent application PCT/NL2013/050500 |
| <i>Term</i> | from the date that Agreement has been fully executed until the date the last patent has lapsed of any patents which have been, or may be, granted on the Invention |

2 Assignment and Waiver

- 2.1 Assignors hereby assigns to Assignee – and Assignee hereby accepts the assignment of the Patent Rights in connection with the Invention.
- 2.2 The assignment of the Patent Rights related to Invention includes (i) any and all foreseeable, unforeseeable, existing and/or future rights and methods of exploiting or commercializing the Patent Rights related thereto, (ii) any and all divisionals, substitutions, continuations, continuations-in-part thereof, and the patents issuing there from, and any reissues, re-examinations and extensions thereof, and any foreign counterparts of all of the foregoing (iii) any powers or rights the law assigns or will assign to Patent Rights, and (iv) the right to claim damages due to, inter alia, unlawful or improper use of the Patent Rights related thereto.
- 2.3 In as far as (parts of) the Patent Rights cannot yet be assigned under the relevant national law(s), Assignors covenant that they will, at first request of Assignee, perform all reasonable acts as may be necessary to assign any and all Patent

Rights Assignors have, may have or will accrue in connection with the Invention. In as far as (parts of) the Patent Rights cannot be assigned at all under the relevant national law(s), Assignors hereby grant to Assignee a broad, worldwide, exclusive, irrevocable, transferable, assignable, sub-licensable and royalty free right to use the Patent Rights in the broadest manner as possible. The exclusivity is such that the Assignors will not have any exploitation rights related to the Patent Rights. For the avoidance of doubt, upon expiration of the Patent Rights, the Parties can no longer be restricted by any Patent Rights claims.

- 2.4 In accordance with Article IV 10.12 (i) of the BMM Project Agreement, Assignee shall comply with its obligation to prevent patent misuse, where applicable.

3 Representations and warranties

- 3.1 Assignors warrant that they are solely and fully entitled to enter into this Agreement and to assign the Patent Rights to Assignee as described in this Agreement.
- 3.2 Assignee warrants that it is solely and fully entitled to enter into this Agreement and to receive the Patent Rights from the Assignors as described in this Agreement.
- 3.3 Parties fully indemnify and hold other Parties harmless against any claim by third parties (directly or indirectly) arising out of a Party not meeting (any of) the warrant(s) or representation(s) laid down in this Article 3.

4 Cooperation

- 4.1 Assignors shall promptly provide all reasonable assistance, cooperation, and information reasonably necessary for Assignee to assign, secure, protect, register and enforce any and all Patent Rights Assignee may have or accrue in connection with the Invention, including without limitation: (i) executing and delivering any written instruments regarding the Invention and related Patent Rights and (ii) preparing, completing, prosecuting, maintaining, preserving, enforcing and/or defending any pending applications anywhere in the world regarding the Patent Rights. Any reasonable costs associated with said assistance, cooperation, and information, shall be borne by Assignee. In case the Assignor will not be able to provide such cooperation, Assignor hereby grants Assignee the irrevocable power of attorney to represent the Assignor with respect to the necessary (legal) actions as mentioned under (i) and (ii).

5 Purchase price and payment

- 5.1 An amount of EUR 300,000.-- is hereby acknowledged by the Parties as full and final consideration for the assignment of the Patent Rights by the Assignors to Assignee under this Agreement ("Purchase Price").
- 5.2 The Purchase Price is including any levies or taxes if applicable, though excluding Assignee's in-kind contribution to the Invention, being EUR 306,000.--.
- 5.3 In consideration for Assignee's in-kind contribution to the Invention and in accordance with Article IV.10.13 (i) of the BMM Project Agreement (including the BMM Financial Guidelines), Assignors give a discount to the Purchase Price that is equal to EUR 300,000.--
- 5.4 In accordance with Article IV.10.13 (i) BMM Project Agreement (including the BMM Financial Guidelines), the Purchase Price is made at arms-length conditions taking into account the relative aggregate in-cash and in-kind contributions to the Invention by Assignee as defined in the Project Budget. Taking the foregoing and Article 5.3 into consideration, Parties acknowledge and accept that the discounted Purchase Price is equal to EUR 0,- and has been fully paid and settled, resulting in the fact that Assignee is not due any further amount for the assignment of the Patent Rights by Assignors.
- 5.5 In deviation of Article IV.8.2 from the BMM Project Agreement, instead of sharing the Protection Costs in equal parts with all Parties, Assignee shall bear the full (past and future) Protection Cost of the Patent Rights on its own, provided that Assignors will provide all reasonable cooperation to Assignee in ensuring the protection and prosecution of the Patent Rights, taking into account article 4.1 of this Agreement.

6 License

- 6.1 In accordance with Article IV 10.10 of the BMM Project Agreement, Assignee shall respect any license for Internal Use as defined in said BMM Project Agreement existing at the time of the transfer of the ownership rights to the Patent Rights to Assignee. Moreover, if such license does not exist, Assignee hereby grants to Assignors the non-exclusive, royalty-free, worldwide, non-transferable and non-sub licensable right to use the Patent Rights for Internal Use as defined in said BMM Project Agreement.
- 6.2
- 6.3 The license for Internal Use extends to Affiliates of Assignors, but shall terminate on the date that a party no longer qualifies as an Affiliate.

7 Miscellaneous

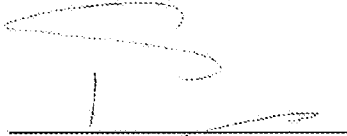
- 7.1 This Agreement shall be governed by and is construed and interpreted in accordance with the laws of the Netherlands. Parties agree that all actions and/or proceedings arising under or in connection to this Agreement shall be brought before the competent court in the district of Amsterdam, the Netherlands.
- 7.2 This Agreement will expire when the Term has ended.

Execution version

This Agreement has been duly signed by authorized signatories of the Parties and shall become effective as of March 31st 2022.

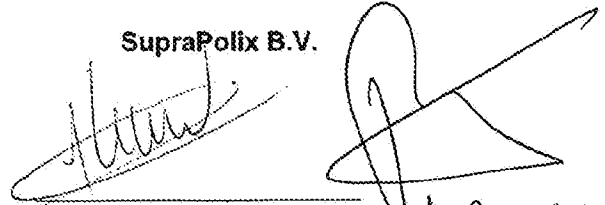
Assignors:

Eindhoven University of Technology



By: R.J.H.M. Smits
Title: President
Date: 23 March 2022

SupraPolix B.V.



By: D. Dierckx
Title: Director
Date: 27-3-2022

SyMO-Chem B.V.



By: H.M. Janssen
Title: director SyMO-Chem B.V.
Date: 28 March 2022

Assignee:

Xeltis A.G.

By: Eliane Schutte
Title: CEO
Date:

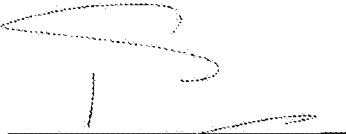
Execution version

This Agreement has been duly signed by authorized signatories of the Parties and shall become effective as of March 31st 2022.

Assignors:

Eindhoven University of Technology

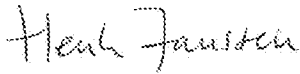
SupraPolix B.V.



By: R.J.H.M. Smits
Title: President
Date: 23 March 2022

By:
Title:
Date:

SyMO-Chem B.V.



By: H.M. Janssen
Title: director SyMO-Chem B.V.
Date: 28 March 2022

Assignee:

Xeltis A.G.



By: Eliane Schutte
Title: CEO
Date: March 24, 2022

Execution version

Annex 1

Offer letter dated September 21st, 2016

TU/e
Attn. Mr. Bart de Jong
Project IP Manager

With a copy to:
Prof. Carlijn Bouten, Principal Investigator BMM iValVe

SupraPolix BV
Attn. Mr. Tonny Bosman

SyMO-Chem B.V.
Attn. Mr. Henk Janssen

UMC Utrecht
Attn. Mr. Oscar Schoots

Eindhoven, September 21st, 2016
Re: Acquisition offer under BMM Project Agreement iValVe P1.01

Dear Mr. De Jong,

We are writing to you in your capacity as Project IP Manager and in connection with the "Implant" patent application PCT/NL2013/050500 for a porous, fibrous scaffold, made from supramolecular materials (hereinafter: "the Foreground IP"), under the BMM Project Agreement iValVe P1.01 dated 16 October 2009 (hereinafter "the BMM Project Agreement").

This letter qualifies as a formal notice including our offer for the Assignment of the Foreground IP, on the basis of Article IV.10.2 of the BMM Project Agreement. This is a repetition of the offer made in our letter of April 8, 2015. We have provided further background in discussions and side letters to all parties involved and therefore feel comfortable to ask the Licensee Group to reconvene and consider our offer once more.

As you know, there is a Licensee Group consisting of the following Participants who have notified to be interested in an Assignment or license of the Foreground IP:

- TU/e, UMC Utrecht, Suprapolix, Symochem and Xeltis.

On the basis of Article IV.10.2 of the BMM Project Agreement, Xeltis wishes to notify you of its wish to obtain an Assignment of the Foreground IP, subject to the following terms:

- Xeltis is willing to pay a lump sum amount of EUR 300,000.= as the purchase price for the Assignment of the Foreground IP. Please note that this purchase price is made at arms length conditions in accordance with Article IV.10.13 (i) BMM Project Agreement (including the BMM Financial Guidelines), taking into account the relative aggregate in-cash and in-kind contributions of each Participant as defined in the Project Budget.

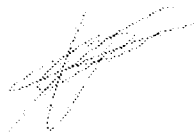
- The aforementioned purchase price is including any levies or taxes if applicable. For the record: the purchase price is excluding Xeltis' in-kind contribution to the Project, so this will still need to be set off.
- In deviation from Article IV.8.2 of the BMM Project Agreement, instead of sharing the Protection Costs in equal parts with all members of the Licensee Group, Xeltis is willing to bear the full (past and future) Protection Cost of the Foreground IP on its own, provided that all inventors of the Foreground IP will provide their best efforts to cooperate with Xeltis in ensuring the protection and prosecution of the Foreground IP.
- In accordance with Article IV 10.10 of the BMM Project Agreement, Xeltis shall respect any license for Internal Use existing at the time of the transfer of the ownership rights to the Foreground IP. Moreover, if such license does not exist, Xeltis is willing to grant all members of the Licensee Group a free world-wide, Non-Exclusive License for Internal Use of the Foreground IP at their first request, subject to agreement in writing. For completeness' sake: the license for Internal Use extends to Affiliates of the Licensee Group members, but shall terminate on the date that a party no longer qualifies as an Affiliate.
- In accordance with Article IV 10.12 (i) of the BMM Project Agreement, Xeltis shall comply with its obligation to prevent patent misuse, where applicable.
- This offer is made on the condition that all members of the Licensee Group will comply with all of their respective obligations relating to this notice and the subsequent Acquisition of the Foreground IP by Xeltis under the BMM Project Agreement.
- This offer is made on the condition that the (further) terms of the Acquisition will be agreed and laid down in an Acquisition agreement, to be entered into by all members of the Licensee Group.

This offer is valid until October 31st. We look forward to receiving the response to this offer from all members of the Licensee Group before that date. Until this offer is accepted by all members of the Licensee Group in a form that is acceptable for all members of the Licensee Group including Xeltis, Xeltis reserves the right to revoke or amend its offer.

Finally, we kindly request you to confirm your receipt of this notice in writing to us.

Should you have any further questions, please do not hesitate to contact us.

Yours sincerely,



Laurent Grandidier, CEO Xeltis B.V.