# 507263121 05/03/2022 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7310042

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY	DATA			
		Name	Execution Date	
PROCELL SURGICAL	INC.		01/01/2021	
RECEIVING PARTY D	ΑΤΑ			
Name:	2451199 0	2451199 ONTARIO INC.		
Street Address:	245 CARL	245 CARLAW AVENUE		
Internal Address:	SUITE 107	SUITE 107		
City:	TORONTO	TORONTO		
State/Country:	CANADA			
Postal Code:	M4M 2S1	<pre>Provide a state of the sta</pre>		
	1			
PROPERTY NUMBER	S Total: 1			
Property Type		Number		
Application Number:	13	217116		
CORRESPONDENCE				
•		6)849-0349		
	les south to the		a a a aftert strength has a and	
Correspondence will		e e-mail address first; if that is unsuc <sup>f</sup> that is unsuccessful, it will be sent v		
Correspondence will using a fax number, i	if provided; if	e e-mail address first; if that is unsuc f that is unsuccessful, it will be sent v 6)856-4000		
<i>Correspondence will using a fax number, i</i> Phone:	i <b>f provided; if</b> (71 ipd	f <i>that is unsuccessful, it will be sent v</i> 6)856-4000 locketing@hodgsonruss.com		
Correspondence will using a fax number, i Phone: Email: Correspondent Name	i <b>f provided; if</b> (71 ipd :: HC	f <i>that is unsuccessful, it will be sent v</i> 6)856-4000 locketing@hodgsonruss.com DDGSON RUSS LLP		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1:	i <b>f provided; if</b> (71 ipd : HC 140	f <i>that is unsuccessful, it will be sent v</i> 6)856-4000 locketing@hodgsonruss.com DGSON RUSS LLP 0 PEARL STREET		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2:	i <b>f provided; if</b> (71 ipd :: HC 14( SU	f that is unsuccessful, it will be sent v 6)856-4000 locketing@hodgsonruss.com DDGSON RUSS LLP 0 PEARL STREET IITE 100		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1:	i <b>f provided; if</b> (71 ipd :: HC 14( SU	f <i>that is unsuccessful, it will be sent v</i> 6)856-4000 locketing@hodgsonruss.com DGSON RUSS LLP 0 PEARL STREET		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	i <b>f provided; if</b> (71 ipd ipd : HC 14( SU BU	f that is unsuccessful, it will be sent v 6)856-4000 locketing@hodgsonruss.com DDGSON RUSS LLP 0 PEARL STREET IITE 100		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	if provided; if (71 ipd : HC 14( SU BU NUMBER:	f that is unsuccessful, it will be sent v 6)856-4000 locketing@hodgsonruss.com DGSON RUSS LLP 0 PEARL STREET IITE 100 IFFALO, NEW YORK 14202		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET I	if provided; if (71 ipd : HC 14( SU BU NUMBER:	f that is unsuccessful, it will be sent v 6)856-4000 locketing@hodgsonruss.com DGSON RUSS LLP 0 PEARL STREET IITE 100 IFFALO, NEW YORK 14202		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2:	if provided; if (71 ipd : HC 14( SU BU NUMBER:	f that is unsuccessful, it will be sent v   6)856-4000   locketing@hodgsonruss.com   DDGSON RUSS LLP   D PEARL STREET   IITE 100   IFFALO, NEW YORK 14202   095949.00000   BLAIR K. ANDREWS		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER SIGNATURE:	if provided; if (71 ipd : HC 14( SU BU NUMBER:	f that is unsuccessful, it will be sent v 6)856-4000 locketing@hodgsonruss.com DDGSON RUSS LLP 0 PEARL STREET IITE 100 IFFALO, NEW YORK 14202 095949.00000 BLAIR K. ANDREWS /blair k andrews/		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTEF SIGNATURE: DATE SIGNED: Total Attachments: 5	if provided; if (71 ipd ipd 140 SU 80 NUMBER:	f that is unsuccessful, it will be sent v 6)856-4000 locketing@hodgsonruss.com DDGSON RUSS LLP 0 PEARL STREET IITE 100 IFFALO, NEW YORK 14202 095949.00000 BLAIR K. ANDREWS /blair k andrews/		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTEF SIGNATURE: DATE SIGNED: Total Attachments: 5 source=095949-00000-7	if provided; if (71 ipd ipd 140 SU BU NUMBER: R: Assignment-S Assignment-S	f that is unsuccessful, it will be sent v   6)856-4000   locketing@hodgsonruss.com   DDGSON RUSS LLP   D PEARL STREET   IITE 100   IFFALO, NEW YORK 14202   095949.00000   BLAIR K. ANDREWS   /blair k andrews/   05/03/2022   ecurityAgreement#page1.tif		
Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 5 source=095949-00000-7 source=095949-00000-7	if provided; if (71 ipd 140 SU 80 NUMBER: 8: Assignment-S Assignment-S Assignment-S	f that is unsuccessful, it will be sent v   6)856-4000   locketing@hodgsonruss.com   DDGSON RUSS LLP   D PEARL STREET   IITE 100   IFFALO, NEW YORK 14202   095949.00000   BLAIR K. ANDREWS   /blair k andrews/   05/03/2022   ecurityAgreement#page1.tif		

PATENT REEL: 059791 FRAME: 0719

#### GENERAL SECURITY AGREEMENT SUPPLEMENT

For valuable consideration, ProCell Surgical Inc., having a place of business at 8 Foxbar Road, Toronto, Ontario M4V 2G6, ("Debtor"), agrees with 2451199 Ontario Inc., having a place of business at 245 Carlaw Avenue, Suite 107, Toronto, Ontario M4M 2S1, ("Secured Party"), as follows.

#### **SECTION 1. Definitions.**

Capitalized terms not otherwise defined in this Agreement have the meanings ascribed thereto in the General Security Agreement as defined below.

In this Agreement, the following terms have the following meanings:

"Security Agreement" means the General Security Agreement dated as of January 30, 2015, between Debtor and Secured Party, as amended and supplemented from time to time.

"Patents" means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A-1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present, and future infringements thereof, and (vii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

#### SECTION 2. Reaffirmation of general security agreement; grant of security interest.

Debtor acknowledges, reaffirms, and ratifies in all respects the General Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by Debtor of a security interest in all Patents included in the Collateral.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, Debtor grants to Secured Party for the benefit of Secured Party and each other holder a security interest in, and assigns to Secured Party, all right, title, and interest of Debtor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing or described in any schedule heretofore or hereafter delivered to Secured Party by Debtor, (i) all Patents described on Exhibit A-I attached to and made a part of this Agreement, (ii) supporting obligations incident to, arising, or accruing pursuant to or otherwise relating to any Patents, whether arising or accruing from any action taken by Debtor or Secured Party or otherwise, (iii) proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence, and (iv) records relating to the things referred to in any of the foregoing clauses.

This Agreement has been executed and delivered by the Debtor for the purpose of recording the security interest of the Secured Party with the United States Patent and Trademark

324474.00002/116070430.3

Office and corresponding offices in other countries of the world. The General Security Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.

### **SECTION 3.** Governing Law.

This Agreement is governed by and is to be construed, interpreted, and enforced in accordance with the law of Ontario without regard for the law of any other jurisdiction.

Dated as of January 1, 2021

Debtor: ProCell Surgical Inc.

By: \_\_\_\_\_

Name: Robert Krensky Title: President

DocuSianed by By:

Name: Jonathan Krehm Title: Secretary

Secured Party: 2451199 Ontario Inc.

cuSigned by: By: DEDC 40832352460

Name: Jonathan Krehm

Title: Director

### Debtor: ProCell Surgical Inc.

تسريك

By: Robert knusky

Name: Robert Krensky Title: President

By: \_\_\_\_\_

Name: Jonathan Krehm Title: Secretary

Secured Party: 2451199 Ontario Inc.

By: \_\_\_\_\_

Name: Jonathan Krehm

Title: Director

PATENT REEL: 059791 FRAME: 0723

Country	Application No.	Filing Date
United States	61/448,963	03-03-2011(expired)
United States	61/444,501	02-18-2011(expired)
United States	61/426,965	12-23-2010 (expired)
United States	13/217.116	08-24-2011
Conada	2750498	08-24-2011
NT.	PCT/CA2011/00948	08-24-2011(expined)
FRO	11850638.5	08-24-2011
<u>Australia</u>	2011348998	08-24-2011
China	CN103501831	08-24-2011
Japan	JP2014506154	08-24-2011
<u>India</u>	1195/MUMNP/2013	08-24-2011
lerael	227100	08-24-2011

## **EXHIBIT A-1 (PATENTS)**

2625442.7