

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7311355

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEUROARM SURGICAL LIMITED	08/14/2015
RECEIVING PARTY DATA		
Name:	DEERFIELD IMAGING, S.À R.L.	
Street Address:	7A, RUE ROBERT STUMPER	
City:	LUXEMBOURG	
State/Country:	LUXEMBOURG	
Postal Code:	L-2557	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	9131986	
Patent Number:	7155316	
Patent Number:	8005571	
Patent Number:	8170717	
Patent Number:	8041459	
Patent Number:	8396598	
Patent Number:	9220567	
Patent Number:	8560118	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	request@slwip.com	
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER P.A.	
Address Line 1:	P.O. BOX 2938	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	4336.026USA	
NAME OF SUBMITTER:	ROBIN L. MONSEES	
SIGNATURE:	/ ROBIN L. MONSEES /	
DATE SIGNED:	05/03/2022	

Total Attachments: 12

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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4336.026USA

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NeuroArm Surgical Limited

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: August 14, 2015

2. Name and address of receiving party(ies):

Name: Deerfield Imaging, S.à r.l.

Street Address: 7A, Rue Robert Stumper

City: Luxembourg, L-2557

Country: Luxembourg

Additional name(s) & address(es) attached? ☐ Yes
☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
Serial No.

B. Patent No.(s)
9131986 8041459
7155316 8396598
8005571 9220567
8170717 8560118

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy J. Christman

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Christman/Reg. No. 59,481

Name of Person Signing

/ 

Signature

/ May 3, 2022

Date

Total number of pages in

PATENT
REEL: 059799 FRAME: 0759

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made and entered into as of August 14, 2015 by and among IMRIS Inc., a Canadian corporation (the "*Parent*"), its wholly-owned subsidiaries, IMRIS, Inc., a Delaware corporation and NeuroArm Surgical Limited, a Canadian limited company (together with the Parent, the "*Sellers*"), and Deerfield Imaging, S.à r.l., a corporation formed under the laws of Luxembourg (the "*Purchaser*").

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement, dated as August 14, 2015 (the "*Asset Purchase Agreement*"), by and among Purchaser, certain of Purchaser's affiliates, and Sellers, Sellers have agreed to sell to Purchaser and Purchaser has agreed to purchase from Sellers various assets, including without limitation, the Intellectual Property and the goodwill of the business associated therewith; and

WHEREAS, Purchaser desires to acquire Sellers' entire right, title and interest in and to such Intellectual Property;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Sellers hereby irrevocably and unconditionally grant, convey, transfer and assign to Purchaser all of Sellers' right, title and interest in and to the Intellectual Property, including the Intellectual Property set forth on Exhibit 1 hereto, and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Purchaser for Purchaser' own use and enjoyment, and for the use and enjoyment of Purchaser' successors and assigns and other legal representatives, together with all rights to income, royalties and license fees deriving from the Intellectual Property, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Intellectual Property and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Purchaser and Purchaser's successors, assigns and other legal representatives.

2. Assistance. Subject to Section 3, Sellers and Purchaser shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein. Furthermore, each Seller hereby covenants and agrees to and with Purchaser, its successors, legal representatives and assigns, that such Seller, while it has the capacity to do so, will execute such papers and documents, take such lawful oaths and do such acts as may be reasonably required for the procurement, maintenance, enforcement and defense of any letters patent and applications for letters patent for said inventions, without charge to Purchaser, its successors, legal representatives and assigns, whenever counsel of Purchaser, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in

connection with said inventions, or said provisional application for letters patent, or any proceeding in connection with any letters patent or applications for letters patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for letters patent, or any reissue, reexamination or extension of any letters patent, to be obtained thereon, is lawful and desirable. The Sellers hereby (a) request the Commissioner for Patents and Trademarks to issue said letters patent of the United States to Purchaser, as Purchaser of said inventions and the letters patent to be issued thereon, for the sole use and benefit of Purchaser, its successors, legal representatives and assigns and (b) grant any officer or director of Purchaser the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

3. Relation to Asset Purchase Agreement. This Assignment is intended only to effect the transfer of the Intellectual Property, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. General.

4.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Sellers and Purchaser on behalf of Sellers and Purchaser.

4.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Sellers without the prior written consent of Purchaser, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Purchaser without the written consent of Sellers.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction

4.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

4.6 Counterparts. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed,
as of the date first written above.

SELLERS:

IMRIS INC.

By: Jay D. Miller
Name: Jay D. Miller
Title: President & Chief Executive Officer

IMRIS, INC.

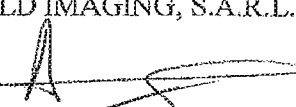
By: Jay D. Miller
Name: Jay D. Miller
Title: President & Chief Executive Officer

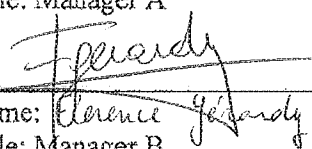
NEUROARM SURGICAL LIMITED

By: Jay D. Miller
Name: Jay D. Miller
Title: President & Chief Executive Officer

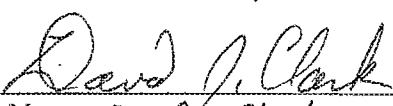
PURCHASERS:

DEERFIELD IMAGING, S.A.R.L.

By: 
Name: Alexis Caze
Title: Manager A

By: 
Name: Clémence Gérardy
Title: Manager B

DEERFIELD IMAGING, INC.

By: 
Name: David J. Clark
Title: Secretary

DEERFIELD IMAGING, LTD.

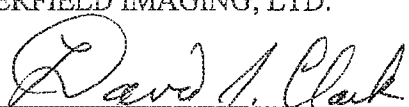
By: 
Name: David J. Clark
Title: Secretary

EXHIBIT 1

INTELLECTUAL PROPERTY

IMRIS – PATENTS & APPLICATIONS – July 10, 2015

Expiration Dates	Description	Reference Number (Jurisdiction)	Patent Issued Patent Pending	Reward
3/15/2016	1 APPARATUS FOR USE IN SURGICAL PROCEDURES	5,735,278 (US)	Issued (US, France, Netherlands, Germany, UK, CAN, JP)	Yes
5/22/2026	2 DETECTION OF COLLISIONS IN MEDICAL PROCEDURES	7,446,304 (US)	Issued (US, CAN, JP)	Yes
7/8/2028	3 MOVABLE INTEGRATED SCANNER FOR SURGICAL IMAGING APPLICATIONS	8,295,905 (US)	Issued (US)	Yes
632	4 MOVABLE INTEGRATED SCANNER FOR SURGICAL IMAGING APPLICATIONS (DIV)	13/163,025 (US)	Pending	Yes
2/23/2030	5 CONTROL OF MAGNETIC FIELD HOMOGENEITY IN MOVABLE MRI SCANNING SYSTEM	8,073,524 (US)	Issued (US, JP, CA)	Yes
10/6/2031	6 PATIENT SUPPORT TABLE FOR USE IN MAGNETIC RESONANCE IMAGING	8,369,929	Issued (US, JP)	Yes
9/13/2028	7 FLOATING SEGMENTED SHIELD CABLE ASSEMBLY	7,834,270 (US)	Issued (US)	Yes
12/3/2029	8 MRI GUIDED RADIATION THERAPY	8,295,906 (US)	Issued (US)	Yes
3/12/2030	9 SYSTEM FOR MAGNETIC RESONANCE AND X-RAY IMAGING	8,190,235 (US)	Issued (US, CAN)	Yes
2/3/2032	10 SYSTEM FOR MAGNETIC RESONANCE AND X-RAY IMAGING (CON)	8,442,617 (US)	Issued (US)	NO
10/3/2030	11 SUPPORT COMPONENT FOR USE IN IMAGING BY MAGNETIC RESONANCE AND X-RAY	8,245,335 (US)	Issued (US, JP)	Yes
11/21/2031	12 MOVABLE TABLE FOR MAGNETIC RESONANCE IMAGING	8,513,946 (US)	Issued (US)	Yes
5/20/2031	13 IMAGE GUIDED RADIATION THERAPY	8,295,430 (US)	Issued (US)	Yes
12/8/2031	14 RF COIL FOR MAGNETIC RESONANCE IMAGING WHICH IS NOT VISIBLE IN X-RAY IMAGE	8,570,037 (US)	Issued (US, JP)	Yes
12/22/2029	15 COIL DECOUPLING FOR AN RF COIL ARRAY	8,138,762 (US)	Issued (US)	Yes
2802	16 AUTOMATIC REGISTRATION FOR IMAGE GUIDED SURGERY	12/913,155 (US)	Pending	Yes
6/15/2032	17 IMAGING SYSTEM USING MARKERS	8,988,505 (US)	Issued (US)	Yes
3002	18 DUAL ULTRASOUND 5543-D TRANSDUCER AND RADIO FREQUENCY COIL DEVICE FOR REAL TIME MR INTERVENTIONAL AND RADIATION THERAPY PROCEDURES	12/972,726 (US)	Pending	Yes
3/13/2032	19 RF COIL ASSEMBLY FOR USE IN MAGNETIC RESONANCE IMAGING	8,604,789 (US)	Issued (US)	Yes
5/22/2033	20 MRI SAFETY SYSTEM	8,901,928 (US)	Issued (US)	Yes
1/6/2031	21 MULTI TRANSMIT / RECEIVE HEAD ARRAY COIL WITH REMOVABLE PANELS	8,406,853 (US)	Issued (US)	Yes
4/24/2032	22 METHODS, DEVICES AND SYSTEMS USEFUL IN REGISTRATION	8,503,759 (US)	Issued (US, JP)	Yes

PATENT

REEL: 059799 FRAME: 0765

Expiration Dates	Description	Reference Number (Jurisdiction)	Patent Issued Patent Pending	Reward
5/17/2011 4336-001(US)	23 TRANSCEIVER COIL ARRAY FACILITATING MR-GUIDED PROCEDURES	14/677,700 (US)	Pending (US, CA)	NO
3602	24 U.S. Patent Application No. 13/960,711 (divisional of U.S. Patent No. 8,503,759), filed April 16, 2008	13/960,711 (US)	Pending	Yes
5/5/2012	25 LINAC/MR COMBINATION METHODS, DEVICES, AND SYSTEMS FOR AUTOMATED MOVEMENTS INVOLVING MEDICAL ROBOTS	13/523,257 (US)	Pending	Yes
2/8/2012	26 METHODS, DEVICES, AND SYSTEMS FOR AUTOMATED MOVEMENTS INVOLVING MEDICAL ROBOTS	8,738,181 (US)	Issued (US)	Yes
	27 FRAME MAPPING AND FORCE FEEDBACK METHODS, DEVICES AND SYSTEMS	8,554,368 B2 (US)	Issued (US, JP)	Yes
	28 U.S. Patent Application No. 14/049,043, filed October 8, 2013 (continuation of U.S. Patent No. 8,554,368)	14/049,043 (US)	Allowed	Yes
4/29/2012	29 METHODS, DEVICES, AND SYSTEMS FOR NON-MECHANICALLY RESTRICTING AND/OR PROGRAMMING MOVEMENT OF A TOOL OF A MANIPULATOR ALONG A SINGLE AXIS	8,560,118 (US)	Issued (US)	Yes
	30 U.S. Patent Application No. 14/054,664 filed April 16, 2008 (Continuation of Patent No. 8,560,118)	14/054,664	Allowed	Yes
	31 AN MRI COMPATIBLE CAMERA THAT INCLUDES A LIGHT EMITTING DIODE FOR ILLUMINATING A SITE	12/596,424 (US)	Pending	Yes
	32 DEVICES FOR INTERFACING BETWEEN MANIPULATORS AND SURGICAL TOOLS	12/596,420 (US)	Pending	Yes
5/4/2014	33 MICROSURGICAL ROBOT SYSTEM (1921-1110)	7,155,316 (US)	Issued (US)	Yes
9/30/2016	34 MICROSURGICAL ROBOT SYSTEM (1921-110CON1)	8,005,571 (US)	Issued (US)	Yes
4/12/2018	35 MICROSURGICAL ROBOT SYSTEM (1921-110CON1A)	8,170,717 (US)	Issued (US)	Yes
3/20/2019	36 MICROSURGICAL ROBOT SYSTEM (1921-110CON1B)	8,041,459 (US)	Issued (US)	Yes
4/14/2010	37 MICROSURGICAL ROBOT SYSTEM (1921-110CON2)	8,396,598 (US)	Issued (US)	Yes
	38 MICROSURGICAL ROBOT SYSTEM (1921-110CON2A)	11/735,983 (US)	Pending	Yes
4/30/2010	39 MICROSURGICAL ROBOT SYSTEM (1921-110EPDIV)	20/0487 (EU)	Issued (EU)	Yes
3402	40 MRI COMPATIBLE STEROSCOPIC VIEWING DEVICE FOR USE IN THE BORE OF AN MR MAGNET	13/012,164 (US)	Pending	Yes
3502	41 MRI COMPATIBLE STEROSCOPIC VIEWING DEVICE FOR USE IN THE BORE OF AN MR MAGNET	13/040,037 (US)	Pending	Yes
7/25/2012	42 MAGNETIC RESONANCE SIGNAL DETECTION USING REMOTELY POSITIONED RECEIVE COILS	8,797,029	Issued (US)	Yes
42(US)	43 MAGNETIC RESONANCE SIGNAL DETECTION USING REMOTELY POSITIONED RECEIVE COILS (CON)	13/836,562 (US)	Pending	Yes
9/13/2011	44 MAGNETIC RESONANCE SIGNAL DETECTION USING REMOTELY	8,487,613 (US)	Issued (US)	Yes

Expiration Dates	Description	Reference Number (Jurisdiction)	Patent Issued Patent Pending	Reward
	POSITIONED RECEIVE COILS (CON)			
3902	45 Phased Array MR RF Coil which is not Visible in X-Ray Image	13/455,849 (US)	Allowed	Yes
4002	46 Head Clamp for Use in Imaging by Magnetic Resonance and X-Ray	13/467,196 (US)	Pending	Yes
9/12/2012	47 Stacked coil for magnetic resonance imaging	8,866,481	Issued (US)	Yes
4302	48 A MR COMPATIBLE ROBOTIC SURGICAL INSTRUMENT WITH INTEGRATED SENSORS	13/229,264 (US)	Allowed	Yes
4502	49 Surface electrode design that can be left in place during MR imaging	13/311,677 (US)	Pending	Yes
46US	50 Drive system for Head Clamp for Use in Imaging by Magnetic Resonance and X-Ray	13/690,385 (US)	Pending	Yes
47US	51 Patient Alignment in MRI Guided Radiation Therapy	13/778,621 (US)	Pending	NO
48US	52 MRI Table Emulator	13/670,944	Pending	Yes
49P	53 A Method for MR-guided Brachytherapy with Consistent Patient Positioning	14/072,397	Pending	Yes
1921-117PR1	54 Robot-Assisted Image-Guided Computed Tomography Surgical System	62/138,732	Provisional	NO
50P/ADB	55 Control of SAR Values in MR Imaging	61/8241,454	Provisional	Yes
1921-118PRV / U.S.	56 Control System to Determine Acceptable Magnetic Resonance Conditional Robot Position for Initiating Magnetic Resonance Imaging	62/001,680	Provisional	Yes
4336 002PV2	57 SURGICAL TOOL AND TECHNIQUES FOR MINIMALLY-INVASIVE IMAGE-GUIDED TUMOR RESECTION	62/153,123 and 62/156,567	Provisional	NO
	TEMPERATURE SENSING WITHIN A PATIENT DURING MR IMAGING	12/392,480 (US)	Abandon	Yes
	IMAGE GUIDED INTERVENTION	12/202,795 (US)	Abandon	Yes
	GEL MATERIAL FOR USE IN MRI	12/034,002 (US)	Abandon	Yes
	STERILE DRAPING FOR THE BORE OF A MEDICAL IMAGING SYSTEM	11/944,514 (US)	Abandon	Yes
	AUTOMATIC NOISE CANCELLATION FOR UNSHIELDED MR SYSTEM	11/844,054 (US)	Abandon	Yes

Methodology: Patents and patent applications filed in multiple jurisdictions are only counted once for purposes of determining IMRIS's total number of patents and patents pending. The Company considers patents and patent applications as separate when the underlying claims are different, notwithstanding the patent or patent pending may have the same general description in the table above.

EU = France, Germany, Netherlands & UK.
Black description: Core Business
Red description: Robotics
Green description: both

NOTE:

42,43,44 and 47 are one patent family -- They will stay with Core Business and will be licensed by the Robotics Business should the assets be sold separately

These Patents relate to "Wireless Coil":

The receive coil arrangement includes an inner coil adjacent the part to be imaged so as to maximize the received MR signal and an outer coil, which may be the built in body coil of the magnet, connected by cable to the signal processing system. Both the coils are individually tuned to the common resonant frequency and the receive coil include an arrangement to halt current flow therein during the transmit stage. The first coil has no cable and is arranged to communicate the MR signal therein to the signal processing system through the outer coil by inducing the MR signal onto the outer coil. Despite inherent losses by interfering with the tuning of the loops and in the inductive coupling this magnifies the MR signal and makes the first coil wireless. Arrangements are provided for generating from the output of the second coil separate signals for separate channels of the signal processing unit.

TRADEMARKS

Seller	Trademark name		Expiration Date
NeuroArm Surgical Ltd.	InSitu	86185090 (US)	Pending
NeuroArm Surgical Ltd.	NeuroArm	78155651 (US)	Expired
IMRIS, Inc.	SYMBIS	Canada	Pending
IMRIS, Inc.		United States	Registered
IMRIS, Inc.	ACCUTRACK	Canada	Pending
IMRIS, Inc.	VISIUS	Canada	Pending
IMRIS, Inc.	VISIUSmatrix	Canada	Pending
IMRIS, Inc.		European Community	Registered
IMRIS, Inc.	ISPACE	European Community	Registered
IMRIS, Inc.		United States	Registered
IMRIS, Inc.	IMRIS	Canada	Registered
IMRIS, Inc.	IMRISCARDIO	India	Registered
IMRIS, Inc.	IMRISCARDIO	European Community	Registered
IMRIS, Inc.		European Community	Registered

Seller	Trademark name	Community	Registered	Expiration Date
IMRIS, Inc.	VISIUSEye	European Community	Registered	8/15/2022
IMRIS, Inc.	VISIUSmatrix	China (Class 11)	Registered	12/28/2022
IMRIS, Inc.	VISIUSmatrix	China (Class 9)	Registered	1/14/2023
IMRIS, Inc.	VISIUSmatrix	China (Class 10)	Registered	1/14/2023
IMRIS, Inc.	VISIUSmatrix	China (Class 38)	Registered	1/14/2023
IMRIS, Inc.	 IMRIS	Canada	Registered	9/28/2024
IMRIS, Inc.	VISIUSEye	Canada	Pending	N/A
IMRIS, Inc.	VISIUSEye	United States	Pending	N/A
IMRIS, Inc.	SYMBIS	United States	Pending	N/A
IMRIS, Inc.	VISIUSmatrix	United States	Pending	N/A
IMRIS, Inc.	VISIUSmatrix	India	Pending	N/A
IMRIS, Inc.	VISIUSmatrix	Korea	Pending	N/A
IMRIS, Inc.	SKYRAIL	Canada	Pending	N/A
IMRIS, Inc.	SKYRAIL	United States	Pending	N/A
IMRIS, Inc.	SKYRAIL	European Community	Abandoned	N/A
IMRIS, Inc.	SKYRAIL	Japan	Pending (stop work)	N/A
IMRIS, Inc.	ACCUTRACK	United States	Pending	N/A