

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7345130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICARDO DANIEL RITA BEIRA	07/21/2016
RECEIVING PARTY DATA	
Name:	DISTALMOTION SA
Street Address:	ROUTE DE LA CORNICHE 3B
City:	EPALINGES
State/Country:	SWITZERLAND
Postal Code:	1066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17664412
CORRESPONDENCE DATA	
Fax Number:	(858)794-4091
<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:	8582522965
Email:	lilliymontano@eversheds-sutherland.com
Correspondent Name:	CHRISTOPHER C. BOLTEN
Address Line 1:	EVERSHEDS SUTHERLAND (US) LLP
Address Line 2:	12255 EL CAMINO REAL, SUITE 100
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	93520-0226-1303
NAME OF SUBMITTER:	LILLIY MONTANO FOR CHRIS BOLTEN
SIGNATURE:	/Lilliy Montano/
DATE SIGNED:	05/23/2022
Total Attachments: 8	
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PATENT

REEL: 059991 FRAME: 0460

Assignment of IP Rights

dated as of 12 July 2016

by and between

Ricardo Rita Beira
Avenue de Bethusy 55, 1012 Lausanne, Switzerland

(Ricardo)

and

DistalMotion SA
EPFL Innovation Park, Bâtiment I, 1015 Lausanne, Switzerland

(DistalMotion)



Preamble

- A. DistalMotion is a stock corporation duly created and existing under the laws of Switzerland, registered with the commercial register of the Canton of Vaud.
- B. Ricardo is one of the co-founders and an employee of DistalMotion. The parties have entered into an employment agreement on 26 June 2013 (the **Employment Agreement**).
- C. Ricardo has sold all of his shares to a shareholder in DistalMotion and his employment with DistalMotion has been terminated. The parties want to make sure that DistalMotion is the owner of all intellectual property rights created by Ricardo for DistalMotion.
- D. Therefore, the Parties hereby agree to the following Assignment of IP Rights (the **Agreement**):

1. Definitions

The terms used in this Agreement with their initial letters capitalized shall have the meanings set forth in Annex 1 or in the Employment Agreement.

2. Assignment of the IP Rights

- (a) Ricardo agrees to assign and herewith assigns to DistalMotion all of the intellectual property rights created by him for DistalMotion during the term and according to the Employment Agreement relating to the business of DistalMotion (the **IP Rights**), irrespectively of under which circumstances they were created. IP Rights shall include, in particular, the following:
 - (i) copyrights, Patents, trademarks, service marks, trade names, logos, domain names, designs, utility models, topographies, know-how, trade and industrial secrets, analysis, methods, rights in databases, in all cases whether or not registered or registerable;
 - (ii) any right, title, claim, interest, benefit and entitlement in and to all intellectual property rights, including applications and priority rights.


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- (b) This assignment shall not be limited to a particular territory. This assignment is irrevocable and unlimited in substance and time.
- (c) To the extent the IP Rights are not assignable or as long as the assignment has not yet become effective in a particular jurisdiction, Ricardo agrees to grant and hereby grants to DistalMotion a perpetual, irrevocable, transferable and sublicensable, fully paid-up license to use the IP Rights in such jurisdiction. This license is unlimited in substance and time. This license includes the right to use the IP Rights in any form and manner, whether now known and/or technically possible or hereafter devised, in particular to make, use, sell, perform, exploit, copy, license, distribute, make available, process, modify, amend, translate, transmit and retransmit the IP Rights.
- (d) To the extent permitted by law, Ricardo hereby irrevocably waives the right to be named by DistalMotion or its successors or assigns as the author or inventor. For the sake of clarity, Ricardo keeps the right to state publicly that he is the author or inventor of the IP Rights.
- (e) DistalMotion herewith accepts this assignment.
- (f) Ricardo shall as and when requested by DistalMotion or its successors and assigns take any and all actions required for perfecting, documenting and recording the assignment (respectively the license) of the IP Rights to DistalMotion and to enable DistalMotion to effectively use the IP Rights. For this purpose, Ricardo shall, in particular, execute and deliver to DistalMotion all deeds, authorizations, written materials, specifications, source and object codes, drawings, diagrams, formulae and other documents and information that constitute, contain, refer or relate to any of the IP Rights. It shall also include any document to be filed with any relevant governmental authority or other body (e.g. patent and trademark offices and domain name registrars). In particular, Ricardo shall sign the forms in Annex 2.
- (g) Without prejudice to Ricardo's obligations, Ricardo herewith authorises DistalMotion to perform all acts set out in (f) above on Ricardo's behalf.
- (h) For the sake of clarity, nothing in this Agreement shall prevent Ricardo from using his personal knowledge, including but not limited to his PHD thesis.

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3. Consideration

This assignment of the IP Rights (as well as, to the extent applicable, the granting of the above mentioned license) are made without any specific monetary consideration. The Parties agree that Ricardo has already been remunerated for the assignment of the IP Rights in his functions as a shareholder, board member and employee of DistalMotion.

4. Allocation of Costs and Proceeds

- (a) All costs, expenses and fees arising in connection with the registration of the assignment of the IP Rights under this Agreement shall be borne by DistalMotion.
- (b) All costs and expenses incurred by Ricardo after the signing of this Agreement in implementing this Agreement shall be reimbursed by DistalMotion.

5. Miscellaneous

5.1. Effectiveness

This Agreement shall be binding upon the Parties as of the date of signing of this Agreement (the **Signing Date**).

5.2. Relation to the Employment Agreement

- (a) This Agreement supplements the Employment Agreement but does not supersede it.
- (b) All Annexes to this Agreement are considered an integrated part of this Agreement.

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5.3. Amendments and Modifications

This Agreement, including this Clause, may not be amended or modified except by an instrument in writing signed by all Parties.

5.4. Severability

- (a) If any provision of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and this Agreement shall be enforced to the fullest extent permitted by law.
- (b) The invalid or unenforceable provision shall be replaced by an effective provision best achieving the objectives of the Parties.

5.5. Governing Law and Place of Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- (b) Any dispute arising out or in connection with this Agreement shall exclusively be referred to the courts competent for the City of Lausanne, Switzerland.

5.6. Execution

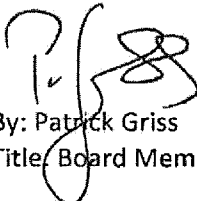
This Agreement will be executed in two counterparts.

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12.13

Signatures

DISTALMOTION

Lausanne, July 21, 2016
Place, date

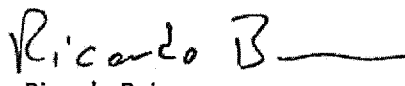

By: Patrick Griss
Title: Board Member

Lausanne, July 21, 2016
Place, date


By: Reto Hartmann
Title: Board Member

RICARDO

Lausanne, July 21, 2016
Place, date


By: Ricardo Beira

Annex 1: Definitions

Agreement shall mean this IP Rights assignment agreement, including all annexes and related documents hereto.

Patents shall mean issued or reissued patents and pending applications in all jurisdictions, together with any renewals, extensions, corrections, substitutions, re-registrations, re-examinations, continuations, continuations-in-part or divisional applications and any patents issuing thereon.

IP Rights shall have the meaning set forth in Section 2.

Signing Date shall have the meaning set forth in Section 5.1.

Annex 2: Forms

(separate documents)

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