

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7350537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KENT C.B. STALKER	12/22/2009
JOHN D. WHITFIELD	12/21/2009
MARK C. BATES	01/05/2010
PETER J. D'AQUANNI	12/21/2009
JASON ANDREW HABEGER	12/21/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NEXEON MEDSYSTEMS, INC.
<b>Street Address:</b>	300 CAPITOL STREET
<b>Internal Address:</b>	SUITE 1002
<b>City:</b>	CHARLESTON
<b>State/Country:</b>	WEST VIRGINIA
<b>Postal Code:</b>	25301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15803402
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	
<b>Phone:</b>	9497600404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	BIOS.001C1
<b>NAME OF SUBMITTER:</b>	PAUL STELLMAN
<b>SIGNATURE:</b>	/Paul Stellman/
<b>DATE SIGNED:</b>	05/25/2022

**Total Attachments: 7**

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## ASSIGNMENT

WHEREAS, We, **KENT C.B. STALKER** a United States citizen, residing at 702 Pascali Court, San Marcos, California 92069; **JOHN D. WHITFIELD** a United States citizen, residing at 39395 Camino Sierra Road, Temecula, California 92592; **MARK C. BATES** a United States citizen, residing at 526 Camino de Orchidia, Encinitas, California 92024; **PETER J. D'AQUANNI** a United States citizen, residing at 40597 Symphony Park Lane, Murrieta, California 92562; and **JASON ANDREW HABEGER** a United States citizen, residing at 863 Avocado Lane, Carlsbad, California 92008 ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in U.S. Provisional Patent Application Number 61/104,678, filed October 10, 2008 entitled CATHETER SYSTEM, U.S. Patent Application Number 12/578,473, filed October 13, 2009 entitled INVENTORY SPARING CATHETER SYSTEM, and in PCT International Application Number PCT/US2009/060259, filed October 9, 2009 entitled INVENTORY SPARING CATHETER SYSTEM (the "Applications");

WHEREAS Nexeon MedSystems, Inc., a Delaware corporation having offices at 300 Capitol Street, Suite 1002, Charleston, West Virginia 25301 ("ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to assign and do hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by each of the ASSIGNORS alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all

rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

**AND ASSIGNORS FURTHER AGREE AS FOLLOWS:**

A. This Assignment Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any of the ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If any of the ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. Each of the ASSIGNORS acknowledge that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and each of the ASSIGNORS shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of Dec, 2009

Kent C.B. Stalker  
KENT C.B. STALKER

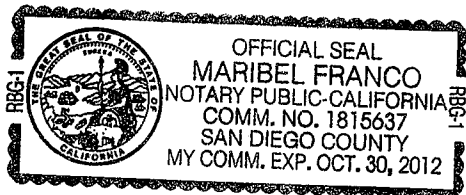
STATE OF California }  
COUNTY OF San Diego } ss.

On 12/22/09, before me, maribel franco, notary public, personally appeared KENT C.B. STALKER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



maribel franco  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21<sup>st</sup> day of DECEMBER, 2009.

  
\_\_\_\_\_  
JOHN D. WHITFIELD

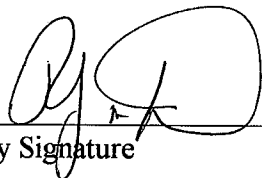
STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } ss.

On 12/21/2009, before me, PHILIP H. TORCIVIA, notary public, personally appeared JOHN D. WHITFIELD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

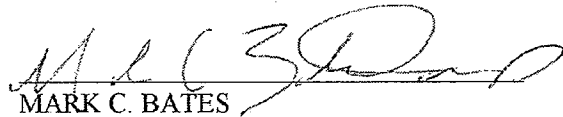
WITNESS my hand and official seal.

[SEAL]

  
\_\_\_\_\_  
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of January, 2010.


  
MARK C. BATES

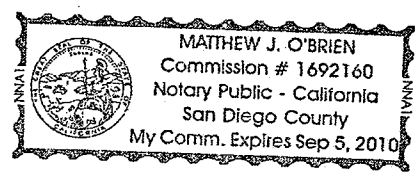
STATE OF California }  
COUNTY OF San Diego } ss.

On Jan 5, 2010, before me, Matthew J O'Brien, notary public, personally appeared MARK C. BATES proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.

[SEAL]

  
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21<sup>st</sup> day of DECEMBER, 2009

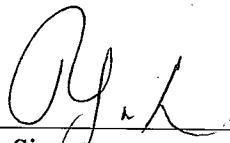
  
\_\_\_\_\_  
PETER J. D'AQUANNI

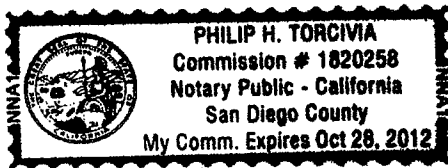
STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } ss.

On 12/21/2009, before me, PHILIP H. TORCIVIA, notary public, personally appeared PETER J. D'AQUANNI ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

  
\_\_\_\_\_  
Notary Signature





IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21<sup>st</sup> day of DECEMBER, 2009.

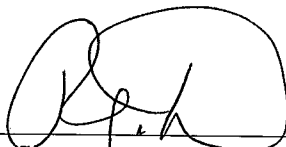
  
\_\_\_\_\_  
JASON ANDREW HABEGER

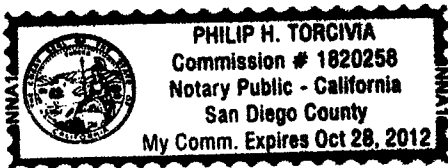
STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } ss.

On 12/21/2009, before me, Philip H. Torcivia, notary public, personally appeared JASON ANDREW HABEGER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s), on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

  
\_\_\_\_\_  
Notary Signature



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