

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7585951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
JEAN-PIERRE PETERS			11/19/2021
RECEIVING PARTY DATA			
Name:	P&R MEDICAL BV		
Street Address:	WETENSCHAPSPARK 5		
City:	DIEPENBEEK		
State/Country:	BELGIUM		
Postal Code:	3590		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	9504817		
Patent Number:	9504783		
CORRESPONDENCE DATA			
Fax Number:	(202)293-7860		
<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>			
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Correspondent Name:	SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE, NW, SUITE 9000		
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ATTORNEY DOCKET NUMBER:	Q140459; Q209467		
NAME OF SUBMITTER:	DEREK RABY		
SIGNATURE:	/Derek M. Raby/		
DATE SIGNED:	10/12/2022		
Total Attachments: 10			
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DEED OF ASSIGNMENT
(Overdrachtsakte)

I (We)

Ik (Wij)

Jean-Pierre PETERS
Kiezelstraat 144
3500 Hasselt
België

(Identification of the assignor)

(identificatie van de overdrager)

Hereby declare that I (We) in accordance with the Patent Purchase Agreement of 28 October 2021

hereby assign to

*Verklaar (Verklaren) hierbij dat ik (wij) in overeenstemming met de overeenkomst van 28 oktober 2021
hierbij overdraag (overdragen) aan*

P&R Medical BV
Wetenschapspark 5
3590 Diepenbeek
België

(Identification of the assignee)

(identificatie van de rechtverkrijgende)

my (our) entire right, including the right to claim priority, to the following International Patent Application or any foreign country which may be granted therefore,

mijn (ons) volledige recht, inclusief het recht om prioriteit op te eisen, voor de volgende internationale octrooi aanvraag inclusief iedere regionale/nationale aanvraag die daaruit voortvloeit en verleend kan worden,

including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof, for the use and benefit of ASSIGNEE and its assigns, its successors and legal representatives, in as ample and beneficial manner to all intents and purposes as the ASSIGNORS might or could have held and enjoyed the same, if the assignment had not been made.

inclusief enige en alle herverleningen, afgesplitste aanvragen, continuations, continuations-in-part, vernieuwingen, vervangingen of voorbereidingen ervan, voor het

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gebruik en het voordeel van de RECHTVERKRIJGENDE en zijn rechtverkrijgenden, opvolgers en wettelijke vertegenwoordigers, in zo ruim mogelijke en voordelige zin in alle opzichten en voor alle doelen zoals de OVERDRAGER zal of zou gehad hebben en hiervan genoot indien de overdracht niet had plaatsgevonden.

(Identification of the intellectual property rights)

(identificatie van de intellectuele eigendomsrechten)

IN TESTIMONY WHEREOF this assignment is executed by ASSIGNOR,

IN GETUIGENIS WAARVAN deze akte is uitgevoerd door de OVERDRAGER

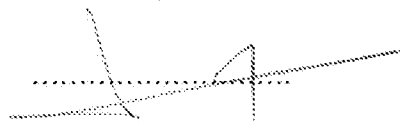
Name

Naam

Jean-Pierre Peters

Signature

Handtekening



Date

Datum

19/11/2021

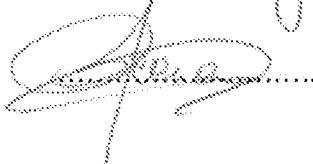
Witness

Getuige

Caroline Geenen

Signature

Handtekening



Date

Datum

19/11/2021

and by ASSIGNEE,

en door de RECHTVERKRIJGENDE

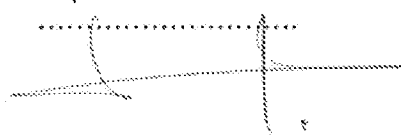
Name

Naam

P. R. Madrol, b.v.
Jean-Pierre Peters

Signature

Handtekening



Date

Datum

19/11/2021

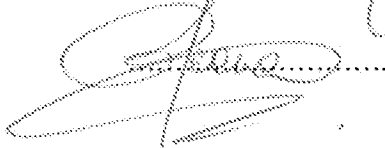
Witness

Getuigen

Caroline Geenen

Signature

Handtekening



Date

Datum

19/11/2021

PATENT PURCHASE AGREEMENT

THIS PATENT PURCHASE AGREEMENT ("AGREEMENT") IS ENTERED INTO ON 28 OCTOBER, 2021 (CLOSING DATE),

BY AND BETWEEN

- (1) JEAN-PIERRE PETERS, residing at Kiezelstraat 144, 3500 Hasselt, Belgium (the "Seller");

AND

- (2) P&R MEDICAL, a limited liability company ("*besloten vennootschap*") organized under the laws of Belgium, having its registered office at Wetenschapspark 5, 3590 Diepenbeek, Belgium (RPR 0439.530.358), hereby legally represented by Jean-Pierre Peters managing director (the "Purchaser");

together with the Seller referred to as the "Parties" and each Seller and Purchaser as a "Party",

RECITALS:

WHEREAS,

- A. Seller has registered various Patents relating to Transflux™ and Transset™ multiple-use contrast delivery systems (as defined below) with the competent authorities;
- B. Purchaser desires to purchase Seller's Patents, and Seller is willing to sell such Patents to Purchaser under the terms and conditions set forth herein;
- C. Seller transferred the Patents to the Purchaser on June 30, 2021 (the "Effective Date");

NOW, THEREFORE, in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions:** for the purpose of this Agreement, the following terms, whether used in singular or in plural form, shall have the respective meaning as follows:

- **"Patent"** shall mean those specific patent applications and patents listed in Exhibit A (the "Patents") as well as the right to claim priority based on the applications, the same to be held by and enjoyed by Purchaser to the full end of the term for which said Patents are granted, as fully and entirely as the same could have been held and enjoyed by Seller if this sale had not been made, together with all rights of actions for past infringement thereof including the right to recover damages for said infringement.
- **Turnover:** The turnover related to the acquired Patents can be derived from account 70 of the income statement of P&R Medical BV (Subject to the condition that P&R Medical BV will not provide goods and services in the future that are not linked to the Patents). This revenue relates to the sale of services/goods linked to the Patents.

2. PURCHASE OF THE PATENTS

- 2.1. **Purchase:** Seller hereby agrees to sell, assign, transfer and convey to Purchaser all of Seller's right, title and interest in and to the worldwide Patents. This sale includes all right, title and interest of Seller in all causes of action and enforcement rights for the Patents, including all of its rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents. The Parties confirm by this Agreement, the transfer of the Patents as of the Effective Date, from Seller to Purchaser.

3. [REDACTED]

3.1. [REDACTED]

[REDACTED]

3.2. [REDACTED]

4. TRANSFER OF PATENTS

- 4.1. **Patent Assignment:** As of the Effective Date, to the fullest extent permitted by law and without any limitation in time, Seller shall immediately, fully, finally and irrevocably have all rights necessary or useful for the exercise of the Patents to Purchaser.

The Assignment is not subject to any limitation or encumbrance and gives the Purchaser the right to modify the Patents to the fullest extent, in any manner it deems appropriate. To the extent permitted by law, this Assignment shall also apply to moral rights associated with the Patents. In no event shall the Seller exercise its moral rights in respect of the Patents in a manner that results in a restriction on the exercise of the Patents by the Purchaser.

The Assignment of the Patents includes (but is not limited to) the right to reproduce, adapt, modify, translate, communicate, sell, distribute, rent or lend the Patents (in whole or in part), or to authorize other third parties to do so. Accordingly, Purchaser shall have the right to exercise the Patents without incurring any obligation to do so. The assignment is not limited or restricted to any form of medium or any mode of communication or other formalities.

With respect to methods of exploitation of the Patents not known at the Date of this Agreement, the Parties agree to make good faith arrangements with respect thereto from the time such methods of exploitation become known in the future.

5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to the Purchaser only the following representations and warranties and Parties agree that no other representation or warranty is given if not expressly covered. :

- 5.1. **Authority:** Seller is a private individual which has the full power and authority to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the Assignment of the Patents to Purchaser.
- 99

- 5.2. **Title and Contest:** The Seller guarantees that until the Effective Date it was the sole owner of the Patents. The Seller guarantees that on the Effective Date the Patents were in force and fulfilled all formal and substantive requirements for a valid registration. The Patents transferred are not subject to license, lien, attachment or any other right or claim of a third party. The Seller declares to the best of its knowledge that until the Effective Date the Patents did not infringe any third party rights.
- 5.3. **Restrictions on Rights:** Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents.
- 5.4. **Conduct:** Seller has not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement, including, without limitation, misrepresenting the Patents to a standard-setting organization.
- 5.5. **Enforcement:** Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not invited any third party to enter into a license under any of the Patents.
- 5.6. **Fees:** All maintenance fees, annuities, and the like due or payable on the Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 6.1. **Purchaser hereby represents and warrants to Seller that:** Purchaser is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation; and the Purchaser has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the purchase of the Patents from Seller.

7. GENERAL PROVISIONS

- 7.1. **Limitation of Liability:** Except in the event of breach of any of the warranties in section 5, Seller's total liability under this agreement will not exceed 30% of the purchase price. The parties acknowledge that the limitations on potential liabilities were an essential element in setting consideration under this Agreement.
- 7.2. **Limitation on Consequential Damages:** Except in the event of breach of any of the warranties in the above sections neither Party will have any obligation or liability (whether in contract, warranty, tort (including negligence) or otherwise, and notwithstanding any fault, negligence (whether active, passive or imputed), representation, strict liability or product liability), for cover or for any incidental, indirect or consequential, multiplied, punitive, special, or exemplary damages or loss of revenue, profit, savings or business arising from or otherwise related to the letter agreement, even

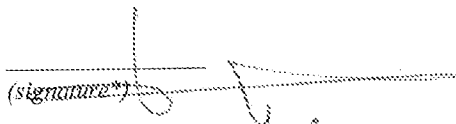
if a Party or its representatives have been advised of the possibility of such damages. The parties acknowledge that these exclusions of potential damages were an essential element in setting consideration under this Agreement.

- 7.3. **Compliance with Laws:** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.
- 7.4. **Confidentiality of Terms:** The Parties hereto will keep the terms of this Agreement confidential and will not now or hereafter divulge any of this information to any third party except:
- a) with the prior written consent of the other Party;
 - b) as otherwise may be required by law or legal process;
 - c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties;
 - d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement;
 - e) by Purchaser, to potential purchasers or licensees of the Patent Rights.
- 7.5. **Notices:** All notices given hereunder will be given in writing (in English or with an English translation), and will be delivered to the address set forth in this Agreement. Notices are deemed given on the date of receipt if delivered personally or by express courier, or if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the Party to be notified. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change.
- 7.6. **Relationship of Parties:** Neither Party in its capacity as either the Seller or the Purchaser, has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.
- 7.7. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.
- 7.8. **Waiver:** Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

- 7.9. **Governing Law:** This Agreement (and all non-contractual obligations arising therefrom or related thereto) will be interpreted, construed, and enforced in all respects in accordance with the Belgian law.
- 7.10. **Entire Agreement:** The Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.
- 7.11. **Amendments:** No amendments or modifications will be effective unless in writing signed by authorized representatives of both Parties.
- 7.12. **Headings:** The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- 7.13. **Severability:** Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.
- 7.14. **No Rights in Third Parties:** The Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any Party), and no action may be commenced or prosecuted against a Party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.
- 7.15. **Counterparts:** This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures each of the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
- 7.16. **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with the Agreement) shall be subject to the exclusive jurisdiction of the Court of Antwerp, Hasselt Division.
- 7.17. **Costs and expenses:** Each Party shall pay its costs and expenses incurred in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Closing Date.

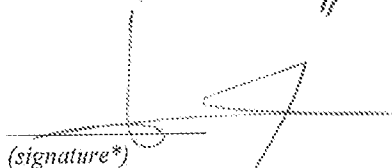
Done at Hasselt, on 28th October 2021, in as many originals as there are Parties having a distinct interest.
Each Party reaffirms and acknowledges receipt of its own original copy.


(signature*)

JEAN-PIERRE PETERS

Seller

read and approved


(signature*)

P&R MEDICAL BV

Purchaser

read and approved

** The parties shall have their signatures preceded by "read and approved" and shall also initial each of the preceding pages.*

EXHIBIT A

Patent Assignment

Title	Inventor	Applicant	Publication number	Entry date	IPC	Class	Publication date	Entry date	Family number
CONTRAST FLUID DELIVERY SYSTEM	PETERS JEAN-PIERRE (BE)	PETERS JEAN-PIERRE (BE)	PL183612013	2005-05-26	A61M39/26 A61M5/00	A61M39/26 (EP) A61M5/007 (EP) A61M39/10 (EP) A61M5/24 (EP) Y105604/905 (EP)	2018-09-28	2006-11-29	035149655
FLUID INTERCONNECTION SET WITH PARTICLE FILTER	PETERS JEAN-PIERRE (BE)	PETERS JEAN-PIERRE (BE)	PL250688213	2009-12-03	A61M5/00 A61M5/142	A61M5/007 (EP,US) A61M5/14216 (EP,US) A61M2205/7545 (EP,US) A61M2205/7563 (EP,US) A61M5/165 (EP,US)	2018-10-31	2011-06-09	042460397
DUAL-VALVE CONTRAST FLUID DELIVERY SYSTEM	PETERS JEAN-PIERRE (BE)	PETERS JEAN-PIERRE (BE)	PL273166213	2011-07-15	A61M39/10 A61M39/24 A61M39/26 A61M39/28 A61M5/00	A61M39/1011 (EP,US) A61M39/24 (EP,US) A61M39/26 (EP,US) A61M39/280 (EP,US) A61M5/007 (EP,US) A61M2039/1033 (EP,US)	2019-04-30	2013-01-24	044532790
INFUSION SYSTEM	PETERS JEAN-PIERRE (BE)	PETERS JEAN-PIERRE (BE)	WO2017009613A1	2015-11-27	A61M39/08 A61M5/14 A61M5/168	A61M39/08 (EP) A61M39/24 (EP) A61M5/1413 (EP) A61M5/16813 (EP) A61M5/16854 (EP) A61M5/16881 (EP) A61M2205/3317 (EP) A61M2205/3334 (EP) A61M2205/3368 (EP) A61M2205/3375 (EP) A61M2205/3561 (EP) A61M2205/502 (EP) A61M2205/52 (EP) A61M2205/6009 (EP) A61M2205/6072 (EP) A61M5/14248 (EP) A61M5/172 (EP) A61M5/1723 (EP)	2017-06-01	2017-06-01	054707671
Aparato de interconexion de fluidos con filtro de particulas	JEAN-PIERRE PETERS (BE)	JEAN-PIERRE PETERS (BE)	CL2018091171U1	2016-05-13	A61M39/26 A61M5/00		2016-08-12	2016-08-12	057234120
APARATO DE INTERCONEXION DE FLUIDOS CON FILTRO DE PARTICULAS	PETERS JEAN-PIERRE (BE)	PETERS JEAN-PIERRE (BE)	PL201708822	2016-05-13	A61M39/26		2017-07-07	2017-07-07	059523378
APARATO DE INTERCONEXION DE FLUIDOS CON FILTRO DE PARTICULAS		PETERS JEAN-PIERRE (BE)	AR104641A4	2016-05-16	A61M5/14		2017-08-02	2017-08-02	059714269

Patent Purchase Agreement