

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT7596127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JOHN A. COX	11/29/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	RETRACTION LIMITED	
<b>Street Address:</b>	444-452 DES VOEUX WEST	
<b>Internal Address:</b>	ROOM F, 2/F. HONG KONG INDUSTRIAL BUILDING	
<b>City:</b>	HONG KONG	
<b>State/Country:</b>	HONG KONG	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8007508	
<b>PCT Number:</b>	US2006025406	
<b>Patent Number:</b>	9168053	
<b>Patent Number:</b>	11304718	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)284-2180	
<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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<b>Correspondent Name:</b>	LEVINE BAGADE HAN LLP	
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<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94303	
<b>ATTORNEY DOCKET NUMBER:</b>	CXJHXZ00100	
<b>NAME OF SUBMITTER:</b>	JOHNEY U. HAN	
<b>SIGNATURE:</b>	/JOHNEY U. HAN/	
<b>DATE SIGNED:</b>	10/18/2022	
<b>Total Attachments: 9</b>		
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**THIS DEED OF ASSIGNMENT ("Deed")** is made the 29<sup>th</sup> day of November, 2016

**BETWEEN**

- (1) **COX, JOHN ALVAH**, (holder of the United States of America passport number 530980085) of 31 Via Jacobea, San Clemente, CA 92673, United States ("**Assignor**"); and
- (2) **RETRACTION LIMITED**, a company incorporated in Hong Kong whose registered office is situated at Room F, 2/F., Hong Kong Industrial Building, 444-452 Des Voeux West, Hong Kong ("**Assignee**").

**WHEREAS:-**

- (A) The Assignor is the beneficial owner and registered proprietor of the registered and applied-for patents more particularly set forth in Schedule 1 hereto.
- (B) The Assignor and the Assignee had entered into the Subscription Agreement for, amongst others, the allotment and subscription of 27 Preference shares of the issued share capital of the Assignee to the Subscriber subject to the terms and conditions set out therein.
- (C) It is a condition precedent for completion for the said subscription of 27 Preference shares of the Subscription Agreement that the Patents are to be assigned from the Assignor to the Assignee.

**NOW IT IS HEREBY AGREED** as follows:-

**1. INTERPRETATION**

- 1.1 In this Deed the following expressions shall have the following meanings except where the context otherwise requires:-

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in Hong Kong when banks are open for business.

**"Patents"** means the patents which are registered or under application as more particularly set out in Schedule 1 hereto, and which include any subsequent variations, modifications and extensions.

**"Subscriber"** means VINCENT MEDICAL RETRACTION LIMITED.

**"Subscription Agreement"** means the Preference Share Subscription Agreement dated 28 November 2016 made among the Assignor, the Assignee, the Subscriber, Mediconcepts Limited, and Moran Stuart Skelton.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed.

- 1.3 The schedule form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedule.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## **2. ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in the Subscription Agreement, the Assignor hereby absolutely, irrevocably, and unconditionally assigns to the Assignee absolutely its entire interest in the Patents listed in Schedule 1, together with all related foreign registrations, and all applications pending that stem from the original patent applications for the entire term of the Patents and any domestic or foreign reissues or extensions of their term ("**Registration and Application**") and with full title guarantee all his rights, title and interest in and to the Patents, the Registration and Application, including:
  - (a) all statutory and common law rights attaching to the Patents, the Registration and Application, together with the goodwill of the business relating to the goods or services in respect of which the Patents are registered or used; and
  - (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Patents, the Registration and Application whether occurring before, on or after the date of this assignment.
- 2.2 Assignee shall make all commercially reasonable efforts to preserve and maintain the Patents, and to prosecute and protect and enforce them using all reasonable means.

**3. WARRANTIES**

The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Patents, the Registration and Application and is under no restriction or obligation that may affect its right to assign the Patents, the Registration and Application;
- (b) it is properly registered as registered proprietor of the Patents listed in Schedule 1;
- (c) it has not given other than to the Assignee any other third party permission to use any Patents or otherwise licensed or assigned any of the rights under the Patents;
- (d) each Patents is free from any liability, option, mortgage, charge or lien and can be freely and properly transferred by the Assignor at its discretion;
- (e) it has not acquiesced in the unauthorised use of any Patents;
- (f) each registered Patents is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- (g) it is unaware of any infringement or likely infringement of any Patents are;
- (h) no claim has been made by a third party that disputes the light of the Assignor to use any Patents or in respect of the Registration and Application, and it is unaware of any circumstances likely to give rise to a claim; and
- (i) so far as it is aware, exploitation of the Patents, the Registration and Application will not infringe the rights of any third party.

**4. INDEMNITY**

- 4.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with, any breach by the Assignor of the warranties in Clause 3 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 4.2 Subject to Clause 4.4 below, the indemnity under this Clause 4 shall apply whether or not the Assignee has been negligent or at fault.
- 4.3 If a payment due from the Assignor under this Clause is subject to any taxation (whether by way of direct assessment or withholding at its source) in respect of any jurisdictions, the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after taxation, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 4.4 Nothing in this Deed shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

**5. FURTHER ASSURANCE AND UNDERTAKINGS**

- 5.1 The Assignor shall and undertakes to, at the Assignee's cost and as soon as practicable, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest of the Patents, the Registration and Application assigned to the Assignee as contemplated in this Assignment, amongst others, the registration of the Assignee as registered proprietor of the Patents listed in Schedule 1.
- 5.2 The Assignor shall and undertake to do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Patents listed in Schedule 1 together with the Registration and Application to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due; for the avoidance of doubt all fees shall be paid at the Assignee's cost;
  - (b) if legally required to do so, promptly satisfy all official actions issued by any relevant patents registry or authority;
  - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare file or prosecute applications for registration of any of the Patents (including producing, in the appropriate form, any evidence of its use of the Patents);
  - (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Mr. Stuart Skelton Moran or any other person that the Assignee notifies to the Assignor from time to time; and
  - (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle my relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 5.3 The Assignor shall, as soon as practicable, deliver to the Assignee (or the Assignee's nominated representative) upon signing of this Deed, all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Patents, Registration and Application.
- 5.4 The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of giving the Assignee the benefit of this Deed. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director of the Assignee or any person appointed in accordance with Clause 5.6(c) that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case.

- 5.5 The power of attorney under this Clause 5 is irrevocable as long as any of the Assignor's obligations under this Deed remain undischarged.
- 5.6 Without prejudice to Clause 5.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this Deed requires the Assignor to take;
  - (b) exercise any rights which this Deed gives to the Assignor; and
  - (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 5.7 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this Clause 5.

**6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**7. ENTIRE AGREEMENT**

- 7.1 This Deed constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 7.2 Each party acknowledges that, in entering into this Deed, it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed.
- 7.3 Nothing in this Clause shall limit or exclude any liability for fraud.

**8. VARIATION**

No variation of this Deed shall be effective unless it is in writing in the form of a deed and signed by the parties (or their authorized representatives).

**9. SEVERANCE**

- 9.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

- 9.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed.

#### 11. THIRD PARTY RIGHTS

No person other than a party to this Deed shall have any rights to enforce any term of this Deed and that the parties hereof do not intend any term of this Deed to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

#### 12. APPOINT OF PROCESS AGENT

- 12.1 The Assignor hereby irrevocably appoints Dechert Hong Kong of 27/F Henley Building, 5 Queen's Road Central, Hong Kong (the "**Process Agent**") as his agent to accept any notices under this Deed and service of process in Hong Kong in any legal action or proceedings arising out of this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by the Assignor.

#### 13. NOTICES

- 13.1 Any notice required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid post, to each party required to receive the notice as set out below:

(a) Assignor: The Process Agent of 27/F Henley Building, 5 Queen's Road Central, Hong Kong on behalf of COX, John Alvah.

(b) Assignee: **RETRACTION LIMITED**, Room F, 2/F., Hong Kong Industrial Building, 444-452 Des Voeux West, Hong Kong. (Attention: Mr. Stuart Moran)

or as otherwise specified by the relevant party by notice in writing to each, other party.

- 13.2 Any notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this Clause; and

(b) If sent by pre-paid post, at 9.00 am on the second Business Day after posting.

- 13.3 A notice required to be given under this Deed shall be validly given if sent by e-mail.

- 13.4 The provisions of this Clause shall not apply to the service of any proceedings or other



documents in any legal action.

**14. GOVERNING LAW AND JURISDICTION**

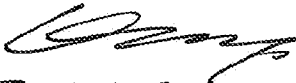
14.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR").

14.2 The parties irrevocably agree that the courts of HKSAR shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

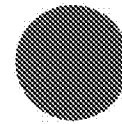
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties hereto have duly executed this Deed under seal the day and year first above written.

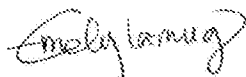
SIGNED SEALED AND DELIVERED )  
By COX, JOHN ALVAH )  
in the presence of :- )

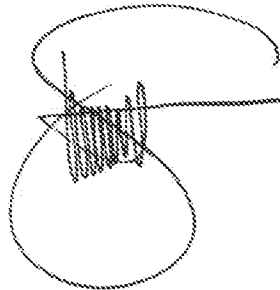
  
TO KI CHUNG )

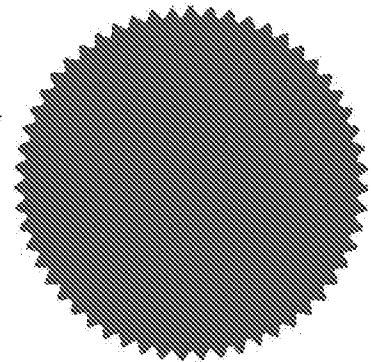




SEALED with the Common Seal of )  
RETRACTION LIMITED and )  
SIGNED by MORAN, STUART )  
SKELTON, the director duly authorized )  
by the Board of Directors of )  
RETRACTION LIMITED )  
in the presence of :- )

  
LAMUG, EMELY JULIAN )





# SCHEDULE 1 PATENTS

PATENT NO.	COUNTRY	TITLE	INVENTOR(S)	FILING DATE	PRIORITY DATE	SERIAL NO.	PUB. NO.	PUB. DATE	PAT. NO.	STATUS	TECHNOLOGY RECLASSIFICATION	RELEVANCE
CJH-N-2001.00-DE	DE	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	06774292.4			50 2006 034 442.1	ISSUED	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-DE-1	DE	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	12153887.4			50 2006 047 498.8	ISSUED	Retraction arms reconfigurable into overextended config. Retraction arms	* Commercial embodiment * Commercial embodiment
CJH-N-2001.00-EP-1	EP	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	12153887.4	2450078	5/9/2012	2450078	PAT PENDING	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.00-EP-2	EP	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	15148217.2				PENDING	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.00-EP-C	EP	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	06774292.4	1904141	4/2/2008	1904141	PAT PENDING	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-IT	IT	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	06774292.4			1904141	ISSUED	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-IT-1	IT	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	12153887.4			2450078	ISSUED	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.00-GB	GB	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	06774292.4			1904141	ISSUED	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-GB-1	GB	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	12153887.4			2450078	ISSUED	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.00-IT	IT	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	06774292.4			1904141	ISSUED	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-IT-1	IT	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	12153887.4			2450078	ISSUED	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.00-EP-1	EP	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	2011253738	201235121	2/23/2012	5053555	ISSUED	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.00-EP-2	EP	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	2014329140	2014168718	9/18/2014		ABANDONED	Retraction arms reconfigurable into overextended config.	
CJH-N-2001.00-EP	EP	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	200551572	2005140077	1/8/2009	5089555	ISSUED	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-US	US	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	7/1/2005	7/1/2005	11174253	US-2007-0065983 A-1	1/4/2007	6,007,508	ISSUED	Pivoting shaft Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.00-WO	WO	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	6/28/2006	7/1/2005	PT/052006/028406	WO 2007/005535	1/11/2007		PAT PENDING	Retraction arms reconfigurable into overextended config.	* Alternative embodiment
CJH-N-2001.01-US	US	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	8/29/2011	7/1/2005	13/220,461	US-2011-0313247-A-1	12/22/2011	9,168,053	ISSUED	Retraction arms reconfigurable into overextended config.	* Commercial embodiment
CJH-N-2001.02-US	US	SYSTEM FOR TISSUE DISSECTION AND RETRACTION	John A. Cox	10/26/2015	7/1/2005	14/912,056	US-2016-0038172-A-1			PENDING	Dissection arms	* Alternative embodiment