

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7603289

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LEAN S.R.L.	01/11/2012
RECEIVING PARTY DATA		
Name:	MEDICAL VISION AB	
Street Address:	HAESTHOLMSVAEGEN 32	
City:	NACKA	
State/Country:	SWEDEN	
Postal Code:	131 30	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	D745963	
Patent Number:	D773037	
CORRESPONDENCE DATA		
Fax Number:	(973)201-0660	
<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:	9734864114	
Email:	sgiambra@budzyn-ip.com	
Correspondent Name:	LUDOMIR A. BUDZYN	
Address Line 1:	BUDZYN IP LAW, LLC	
Address Line 2:	120 EAGLE ROCK AVE., STE. 328	
Address Line 4:	EAST HANOVER, NEW JERSEY 07936	
ATTORNEY DOCKET NUMBER:	1917-79	
NAME OF SUBMITTER:	LUDOMIR A. BUDZYN	
SIGNATURE:	/Ludomir A. Budzyn/	
DATE SIGNED:	10/21/2022	
Total Attachments: 7		
source=1917-79 Assignment Cover Letter Massarutti#page1.tif		
source=1917-79 Assignment Cover Letter Massarutti#page2.tif		
source=1917-79 Assignment Cover Letter Massarutti#page3.tif		
source=1917-79 Assignment Cover Letter Massarutti#page4.tif		

source=1917-79 Assignment Cover Letter Massarutti#page5.tif

source=1917-79 Assignment Cover Letter Massarutti#page6.tif

source=1917-79 Assignment Cover Letter Massarutti#page7.tif

BUDZYN

IP LAW

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

October 21, 2022

Re: Assignment of U.S. Design Patent Nos. D745963, D773037, D721801 from Paolo Canzio
Massarutti to Medical Vision AB
Our Reference No. 1917-79

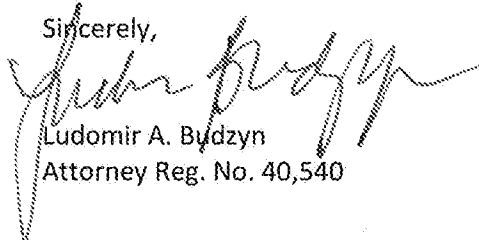
Dear Sir/Madam,

It is noted that one of the three named inventors of the three above-identified design patents ("Design Patents"), Paolo Canzio Massarutti ("Massarutti"), was an employee of Lean S.r.L. ("Lean") at the time of inventing the subject matter of each of the Design Patents. Lean was an Italian limited liability company at the time of the inventing the subject matter of the Design Patents. As a result of Massarutti's employment with Lean, and based on Italian national law at the time of the inventions, all rights in the inventions, including all rights in the Design Patents, were transferred from Massarutti to Lean by operation of law.

In addition, attached hereto is a "Purchase and Manufacturing Agreement Between Medical Vision ('MV') and Lean ('Lean')" dated February 23, 2009 ("Agreement"). This agreement was between Lean and Medical Vision AB ("Medical Vision"), a Swedish corporation. Pursuant to the terms of the Agreement, Medical Vision acquired the "Pump Project." Massarutti worked on the Design Patents as part of the "Pump Project." Accordingly, all of Lean's rights in the Design Patents were transferred to Medical Vision by operation of the Agreement.

As a result of the foregoing, all rights Massarutti had in the inventions of the Design Patents, including the Design Patents, were transferred to Medical Vision.

Sincerely,



Ludomir A. Budzyn
Attorney Reg. No. 40,540

Attachment

2009/02/23

CONFIDENTIAL AND BINDING**AGREEMENT
PURCHASE AND MANUFACTURING AGREEMENT
BETWEEN
Medical Vision ("MV") AND Lean ("LEAN")**

This binding Agreement (the "Agreement"), is entered into as of the 23 day of February, 2009 (the "Effective Date") by and among Lean S.r.l., registered in Italy under Reg. No. 279895, with offices located at Via Marconi 2, 41036 Medolla, Italy, duly represented by Mr. Andrea Parrino ("LEAN"), and Medical Vision Research & Development AB, a Swedish corporation limited by shares having offices at Hästholmavägen 32, SE-131 30 Nacka, Sweden, duly represented by Mr. Anders G. Möllstam ("MV").

Now therefore the Parties agree as follows

Parties: Medical Vision ("MV") and Lean ("LEAN") collectively known also as the "Parties"

Purchase: MV will purchase the Pump Project (as defined below) from LEAN by payment in full at the Milestones of the Sum which equals to LEAN's Historical Cost (as defined below). The sum is agreed to be ~~EUR 1,000,000 (one million Euro)~~ ~~EUR 1,000,000 (one million Euro)~~ as of 31st of December, 2008, which is not yet invoiced (historical cost) by LEAN.

Pump Project: The "Pump Project" shall mean every document directly related to the Development and manufacturing of the Pump/s (hereinafter also the Products", such as Design records with changes, Test results, Technical File, Bill of Materials with list of sub-suppliers, Manufacturing Instructions, all Software with appending data for compilation, Drawings, Schematics and block diagrams, Verification and Validation of the Development processes in all stages of the Products and its accessories and any know-how and training reasonably necessary for a successful transfer of the production to a contracted manufacturer appointed by MV ("Third Party"), i.e. any and all documentation enabling MV to modify and manufacture the Pump/Pumps it being understood that LEAN shall not be responsible for the success of said transfer. Such activity shall be performed by LEAN at the terms and conditions to be agreed upon between the Parties and during Hand over time (as defined below) shall be limited to ~~20~~ working hours

Agreement MV-Lean

Page 1 of 6

2009/02/23

Pump/Pumps

performed by LEAN. Travelling costs and expenses associated to such activity shall be covered by MV. Extra working hours requested by MV from LEAN shall be invoiced at an hourly rate of ~~1000~~. All documents in the Pump Project shall be in English. Costs linked to translation shall be covered equally by both parties.

The expression "Pump" and/or "Pumps" used in this Agreement will mean the specific pumps manufactured by LEAN exclusively for MV as described within the Manufacturing Agreement dated June 25, 2005 and Term sheet agreement dated October 18, 2007.

Historical Costs:

The accumulated and not yet invoiced costs (historical cost) shall mean engineering cost developed by LEAN during 2006, 2007 and 2008, up to the date of signing this Agreement, to develop and construct the Pump/Pumps. It shall not include any cost previously invoiced by LEAN or any material costs, certification and regulatory costs, design costs or external test costs that are to be invoiced by LEAN to MV on a regular basis as indicated in paragraph "Payments" below, unless otherwise agreed upon in writing between the Parties. However, the definition of Historical Cost shall not include the cost of ~~2500~~ ~~EUR~~ regarding the prototype P6, which shall be invoiced separately by LEAN and paid November 30, 2009 by MV.

Product Design Completion Costs:

All the remaining costs of the design and R&D by Lean, i.e., Pilot 2 Series tech follow-up, field feedback improvements and (potential changes/features or implementation of software or hardware), corrections to fulfil IEC, 510K FDA, CND files, UL standard, accessories, RFID technology both for the pump and cassette production, cassette industrialization design and trouble shooting. Such activities shall be quoted by LEAN at an hourly price of 65 euro to MV, and after approval by MV, conducted by LEAN. The total costs for the abovementioned activities shall not exceed ~~200000~~ in addition to the outstanding Purchase Order of MV for conformity Certifications. Whether it will be required to exceed this amount, Lean shall provide motivated reasons to MV, in order to obtain a preventive authorization.

Industrialization:

"Industrialization" shall mean the activities linked to the re-design of the Pump/Pumps in order to increase productivity and reach a target price of ~~100000~~ to be confirmed by LEAN on or before the March 4, 2009, see Appendix 2. LEAN is responsible for the Industrialization of the Pump/Pumps and shall give MV specific quotas for each such activity, which is to be approved by MV and then conducted by LEAN.

2009/02/23

Payments:

Payment of the Pump Project shall be made in accordance to Purchase Orders issued by MV in accordance with the Milestone List, presented below.

Payment terms related to the Products and services supplied by LEAN pursuant to MV Purchase Orders confirmed by LEAN and not included in the Historical Costs (the ordinary business between the Parties shall from execution of this agreement and until June 30, 2009 be net 30 days from the invoice date and thereafter 60 days from the invoice date. Invoicing can not be made by LEAN before product or service has been delivered.

Repair, replacement, and return:

Repair, replacement, return and reimbursement shall be conducted upon acceptance of both Parties. No Party can withhold payments related to such activity without a written agreement from the other Party. Costs and Services related to defective products shall be handled in accordance with Warranty Terms to be agreed.

Royalty:

After the manufacturing of Pump/Pumps at LEAN has been diverted to a contracted manufacturer appointed by MV (the Third Party) and for a period of 3 years from the first delivered Third Party version lot, LEAN will receive by MV a Royalty of 10% per Pump/Pumps manufactured by the Third Party on assignment by MV. The Royalty shall be calculated on MV's purchasing price (excl VAT) from the Third Party. The Royalty shall be paid to LEAN in arrears on a quarterly basis.

Hand-over time:

During the hand-over time, which is identified by the Parties to be between the execution date of this Agreement and September 30th, 2009, LEAN at the terms and conditions to be agreed upon in detail between the Parties will manufacture Pilot Serial III pumps at a maximum price of €1800 per unit (to be confirmed by LEAN on or before the 4th of February, 2009) pursuant to MV's purchase orders to be confirmed by LEAN, perform the Product Design Completion as requested by MV, perform the Industrialization of the Pump/Pumps and transfer the Pump Project conditional upon the payment by MV of the sums in accordance with the Milestone List as defined below.

During the Hand-over time a Project Manager ("PM") appointed by MV shall work together with the LEAN management under secrecy and confidentiality terms to achieve industrialization of the pump project. This setup to be agreed upon in detail between the Parties will require the following rules of the game between the parties

- o LEAN is the responsible manufacturer under the Hand-over time and will therefore have power over the manufacturing and validation process chosen for the pumps manufactured under LEAN's responsibility.

2009/02/23

- LEAN is responsible for the introduction of MV to the relevant sub-supplier that LEAN is using. MV will not approach these companies before this introduction.
- The PM shall be involved in the process of choosing sub-suppliers which will be used by the Third Party during the industrialization process and shall secure that the most cost- and quality efficient alternative is selected.
- Cost related to the Industrialization of the pump project shall be carried in full by MV. Costs related to investments in tooling, materials etc, shall not exceed ~~€600,000.00~~. Whether it will be required to exceed this amount, Lean shall provide motivated reasons to MV, in order to obtain a preventive authorization.
- Work performed by LEAN to accomplish the industrialization of the Pump Project shall be invoiced on an hourly basis to MV at ~~€250.00~~ per hour. This cost is maximized by the Parties to ~~€8,000.00~~. Whether it will be required to exceed this amount, Lean shall provide motivated reasons to MV, in order to obtain a preventive authorization.

After hand-over
time:

After the hand-over time MV will start manufacturing of the Pump/Pumps under its own CE mark. LEAN, at the terms and conditions to be agreed upon between the Parties, will continue to manufacture (1) parts/components to the Pump/Pumps and (2) finished Pump/Pumps upon request by MV. Any modification, and/or alteration of the Pump/Pumps after hand-over time shall be approved by MV and related documentation, know-how etc to such change shall be made accessible to MV by LEAN.

After the hand-over time, LEAN shall manufacture, and MV shall purchase from LEAN, a minimum volume of ~~100~~ Pumps per year (~~12~~ months period) or, if MV's total ~~12~~ month production volume of Pump/Pumps is less than ~~100~~ units, ~~10~~ % of MV total produced pump volume. The transfer price from LEAN for these pumps shall be maximum ~~€200.00~~ euro, during the agreement time or as long as the Parties later agrees to.

MV's intention is to develop several other medical devices in the field of Fluid Management. MV will have an option to purchase R&D and Construction services from LEAN related to these projects. Such services will be described in separate agreements between the Parties.

Agreement MV-Lean

Page 4 of 6

2009/02/23

Milestone List:

The Parties has agreed to the following Milestone List for the execution of the Purchase of the Pump Project.

	Date	Performance of MV	Performance of LEAN
Milestone I	March 1, 2009	Pay [REDACTED] of the Historical Cost	separate invoice
Milestone II	March 31, 2009	Pay [REDACTED] of the Historical Cost	Progress report and separate invoice
Milestone III	May 31, 2009	Pay [REDACTED] of the Historical Cost	Progress report, separate invoice and start transfer of technical documentation
Milestone IV	November 30, 2009	Pay [REDACTED] of the Historical Cost	Technical documentation completion and final separate invoice

Term of Agreement:

This agreement will expire 24 month after the Hand-over time and or at the latest November 30, 2011.

Termination:

The Agreement may be terminated as a result of a material breach by either Party or at Change of control of any of the Parties. Either Party that wishes to terminate the Agreement due to a material breach must notify in writing the Party at fault of the specific breach. During a period of 30 days following the notice, the other Party will have the opportunity to cure the breach. The Parties agree that a material breach for earlier termination of this Agreement shall be, but not limited to, any default of the payment of the Historical Costs by MV (as above defined) or unwillingness to cooperate with MV to obtain a smooth Hand-over transaction.

Governing Law:

The Agreement shall be governed by and construed in accordance with the laws of the Sweden.

Assignment:

Neither party may assign the Agreement in whole or in part to a third party without the prior written consent of the other party, which shall not be unreasonably withheld.

Publicity:

The terms of this Agreement shall remain confidential. However, it may be necessary to disclose the existence or nature of this agreement in shareholder reports, trade sales

Agreement MV-Lean

Page 5 of 6

2009/02/23

discussions, SEC filings and other governmentally required disclosures.

Entire Agreement

The Agreement will represent the entire agreement existing between the Parties relative to the matter subject thereof. The Agreement specifically shall supersede any other preceding agreements between the Parties on the subject, including but not limited to the Cooperation Agreement dated October 14, 2004; Manufacturing Agreement dated June 21, 2005 and Term Sheet dated October 18, 2007. It is understood that any and all clauses surviving termination of the agreement shall be deemed to be superseded by this Agreement and therefore terminated.

Competing Products:

During the duration of this Agreement and for 24 month after termination of the Agreement LEAN will not manufacture other Fluid Management Systems for use during Endoscopic surgery or supply other manufacturer with component for the manufacturing of such Products.

The content of this Agreement shall remain confidential.

This Agreement shall be governed by and construed in accordance with the laws of Sweden. If any dispute has not been resolved by the parties within twenty (20) Business Days, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators unless the disputed amount is less than SEK 1 million, in which case the arbitral tribunal shall be composed of a sole arbitrator. The seat of the arbitration shall be Stockholm and conducted in English language.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.


Lean S.r.L

By: Andrea Parrino

Title: President

Date: 23 FEB. 2009

Signature:

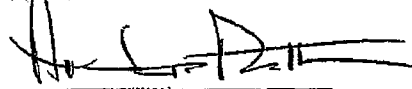

Lean S.r.L**Medical Vision AB**

By: Anders G Möllstam

Title: Managing Director

Date: 090223

Signature:



Agreement MV-Lean

Page 6 of 6