

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7610120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JORGE ALBERTAL	09/29/2022
SURGIS MEDICAL LLC	09/29/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SURGIS CLEARVIEW LP
<b>Street Address:</b>	1 GERMAIN STREET, SUITE 1500
<b>City:</b>	SAINT JOHN, NB
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	E2L 4V1
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D843572
<b>Patent Number:</b>	D860454
<b>Patent Number:</b>	10716587
<b>Application Number:</b>	16931344
<b>Application Number:</b>	63284209
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	rlin@leelinip.com
<b>Correspondent Name:</b>	RITA LIN
<b>Address Line 1:</b>	347 FIFTH AVE
<b>Address Line 2:</b>	SUITE 1402-232
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10016
<b>NAME OF SUBMITTER:</b>	RITA H. LIN
<b>SIGNATURE:</b>	/Rita H. Lin/
<b>DATE SIGNED:</b>	10/26/2022
<b>Total Attachments: 3</b>	
source=IP Assignment JMA to SCVLP Oct 25#page1.tif	

source=IP Assignment JMA to SCVLP Oct 25#page2.tif

source=IP Assignment JMA to SCVLP Oct 25#page3.tif

**PATENT**

**REEL: 061536 FRAME: 0653**

## Assignment Agreement

This Agreement, effective September 29, 2022, is between Jorge Manuel Albertal, MD and Surgis Medical LLC wholly owned by Dr. Albertal (jointly and severally hereinafter “Assignor”) and Surgis ClearView LP, a Canadian corporation (hereinafter “SCV” or “Assignee”), collectively “Parties” hereafter.

WHEREAS Assignor owns certain intellectual property rights related to medical devices, in particular to those held under the Patent (as defined below) and any ancillary rights thereto.

WHEREAS Assignor wants to transfer to SCV, and SCV wishes to accept, the ownership of any and all of those rights held under the Patent and therefore the Parties mutually wish to enter into this Assignment Agreement,

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

### 1. Intellectual Property.

(a) In this Agreement, “Patent” or “Patents” shall mean United States Patent Numbers D843572, D860454 and 10,716,587; Patent Application Numbers 16/931,344 and 63/284,209 as well as any and all patents applied for by or through Assignor, which lists Assignor as an inventor or co-inventor, which patents relate to an electrocautery blade (the “electrocautery blade”) or an electrocautery unit for connecting to a handle of an electrocautery device, the unit comprising a body, a light unit and an electrode created, designed, or invented by Assignor for use in surgery (“lighted electrocautery device”). Patents also include any extension, division, continuation, continuation-in-part of or substitute for any such issued patent or original application for such patent, as well as (i) any patent applied for or issued as a reissue or extension of any such patent or for an alternative use of the electrocautery blade or lighted electrocautery device; and (ii) any foreign counterpart patent. The foregoing shall be deemed to include different terminology for similar patent law concepts under laws and regulations of countries and organizations other than the United States.

(b) Assignment of Patent and other rights. As of the date hereof, Assignor hereby sells, assigns and transfers all right, title, and interest in and to the Patents to Assignee. Assignee further transfers all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world whether vested, contingent or future, all rights of action and all other rights of whatever nature whether now known or in the future created or derived from the creation, manufacture or sale under the Patent shall, to the extent permissible by law, to SCV’s and shall be owned exclusively by SCV or its designees. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held

and enjoyed by Assignor had this assignment not been made.

(c) This assignment shall be for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the Patent. Assignor further agrees to: (i) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (ii) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (iii) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.

(d) Assignor and Assignee each agree to execute and deliver to the other such further documents consistent herewith as may be reasonably required to carry out and effectuate the purposes and intent of this Agreement as well as to record this Agreement with the corresponding authorities in the corresponding countries in order to make this Agreement enforceable against third parties. Assignee shall have the right to execute such further documents in Assignor's name, place and stead if Assignor fails to execute and deliver such documents to Assignee within five (5) days after submission to Assignor of the applicable documents, and Assignee is hereby irrevocably appointed Assignor's attorney-in-fact for such purposes, which power is coupled with an interest. Assignee shall provide Assignor with courtesy copies of any such documents executed in Assignor's name, provided that Assignee's failure to do so shall not be deemed to be a breach of this Agreement.

## 2. Non-Disclosure of Confidential Information.

For purposes of this Agreement, "Confidential Information" means all information of the Parties that relates to the past, present and future business affairs of them or a person or entity whose information the Parties have shared with each other under obligations of confidentiality. Confidential Information includes, but is not limited to, (i) techniques or methods of operation, (ii) technology systems or operations, (iii) software, algorithms and other computer code, (iv) price lists, pricing policies and pricing information, (v) financial information and projections, (vi) personnel data, (vii) past, present or future business plans, (viii) the composition, description, schematic or design of products or equipment of Assignor or Assignee or any third party, (ix) work product, (x) advertising or marketing plans or strategies, (xi) research products or developments, (xii) information regarding independent contractors or employees, (xiii) information regarding customers, clients, suppliers, licensees, licensors, actively sought prospective customers, clients, suppliers, licensees, licensors and other material business relations of the Parties. Confidential Information shall not include any data or information that (xiv) is voluntarily disclosed to the public, except where such public disclosure has been made without authorization, (xv) was or becomes available to the Parties from a third party, provided that such source was not known to be in breach of a confidentiality agreement or other contractual, legal, or fiduciary obligation of confidentiality with respect to such information, or (xvi) has been independently developed and disclosed by the receiving party or by others or that otherwise enters the public domain through lawful means.

3. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada.

ASSIGNOR



\_\_\_\_\_  
Jorge Albertain


Surgis Medical LLC



By: \_\_\_\_\_

Jorge Albertain, MD, its Manager/Managing Member

Surgis ClearView LP



By \_\_\_\_\_