

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7616312

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ENDOCLEAR LLC	09/18/2019
RECEIVING PARTY DATA	
Name:	AVENT, INC.
Street Address:	5405 WINDWARD PARKWAY
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17975766
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<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:	8642711592
Email:	usdocketing@dority-manning.com,mbruno@dority-manning.com
Correspondent Name:	DORITY & MANNING, P.A.
Address Line 1:	POST OFFICE BOX 1449
Address Line 4:	GREENVILLE, SOUTH CAROLINA 23116
ATTORNEY DOCKET NUMBER:	AVNE-5-PCTUSCON
NAME OF SUBMITTER:	KATHRYNN M. LYDDANE
SIGNATURE:	/Kathrynn M. Lyddane, Reg. No. 77,671/
DATE SIGNED:	10/28/2022
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of the 18th day of September, 2019, by and between Endoclear LLC, a Michigan limited liability company, the successor-in-interest by merger of Endoclear LLC, a Michigan limited liability company, and endOclear, LLC, a Delaware limited liability company ("Assignor"), and Avent, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Avanos Medical, Inc., a Delaware corporation and parent of Assignee (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to Assignor's patents, patent applications, and statutory invention registrations, including, but not limited to, continuations, continuations-in-part, divisions, provisional and non-provisional applications, reexaminations, reissues, and extensions, that constitute Seller Intellectual Property Rights, including, but not limited to, the patents and/or patent applications identified on **Schedule 1** attached hereto (collectively, the "Patents"); and

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, and transfers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, all worldwide right, title, and interest in, to, and under all Patents, together with all continuations, continuations-in-part, divisions, provisional and non-provisional applications, reexaminations, reissues, and extensions thereof, the inventions described and claimed therein, and all United States and foreign patents and filings, utility models, and design registrations that may be (or have been) filed or granted based on such inventions or improvements, and the right to claim priority based on the filing date of the applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, all rights to sue and recover damages for past, present, and future infringement of the Patents, whether arising prior to or subsequent to the date hereof, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Agreement as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.
2. Authorization. Assignor hereby authorizes the United States Commissioner of Patents

and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer the Patents and any Patent applications to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. Governing Agreement. This Agreement is executed and delivered pursuant to the terms and conditions of the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish, or amplify any of the representations, warranties, covenants, or obligations of any Party contained in the Purchase Agreement or the survival thereof.
4. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee, or their respective successors and assigns.
5. Further Assurances. From and after the date hereof but subject to the terms and conditions herein, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.
6. Governing Law. All matters arising out of this Agreement or relating to the interpretation, construction, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.
7. Counterparts. This Agreement may be executed in two (2) original, facsimile, or electronic counterparts, each of which will be deemed an original, and both of which when taken together will constitute one and the same instrument.
8. Third Parties. Nothing in this Agreement is intended to confer any rights or remedies, whether express or implied, on any third parties other than Assignor and Assignee and their respective successors and permitted assigns.
9. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of Assignor and Assignee and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

Endoclear LLC

By: Brad Vazales

Name: Brad Vazales

Title: Chief Executive Officer and Chief Medical Officer

STATE OF Michigan

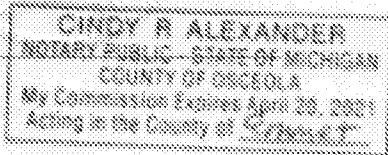
COUNTY OF Emmet

On the 17 day of Sept in the year 2019, before me personally came Brad Vazales to me known, who being by me duly sworn, did depose and say that he/she/they reside(s) in Pebble Beach, Michigan (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the CEO/Owner of Endoclear LLC, the limited liability company described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the manager(s) of said limited liability company.

Cindy R Alexander
Notary Public

Print Name: CINDY ALEXANDER

My Commission Expires:



[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNEE:

Avent, Inc.

By: Warren Meckan
Name: Warren Meckan
Title: SVP & CFO

STATE OF GEORGIA

COUNTY OF FULTON

On this 17th day of September in the year 2019, before me, a Notary Public, in and for said state, personally appeared Warren Meckan, the SVP & CFO of Avent, Inc., known to me to be the person who executed the within Patent Assignment Agreement, on behalf of said company and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Brenda McCaffrey
Notary Public

Print Name: Brenda McCaffrey

My commission expires:

Notary Public, Fulton County Georgia
My Commission Expires June 1, 2020

SCHEDULE 1

Patents and Patent Applications

Patents:

Title	Patent No.	Filing Date	Country
METHODS FOR CLEANING ENDOTRACHEAL TUBES	8,382,908	02/05/10	US
DEVICES FOR CLEANING ENDOTRACHEAL TUBES	8,381,345	03/26/10	US
CLEANING OF BODY INSERTED MEDICAL TUBES	8,601,633	02/22/13	US
BODY-INSERTED TUBE CLEANING	9,095,286	12/09/13	US
BODY-INSERTED TUBE CLEANING	9,962,233	08/03/15	US
BODY-INSERTED TUBE CLEANING WITH SUCTION	9,907,624	01/13/17	US
METHODS FOR CLEANING ENDOTRACHEAL TUBES	2393538	02/05/10	European Patent Office (validated in UK, Germany, Denmark, France, Ireland and the Netherlands)
MECHANICALLY-ACTUATED ENDOTRACHEAL TUBE CLEANING DEVICE	8,468,637	08/03/10	US
MEDICAL TUBE CLEANING APPARATUS	8,458,844	08/04/10	US
METHODS FOR REMOVING DEBRIS FROM MEDICAL TUBES	8,157,919	08/04/10	US
METHODS FOR TRACHEOSTOMY VISUALIZATION	8,534,287	08/04/10	US
VISUALIZATION SYSTEMS AND METHODS	9,386,907	06/24/13	US
TRACHEOSTOMY VISUALIZATION	9,332,891	09/16/13	US
METHODS OF REMOVING BIOFILM FROM ENDOTRACHEAL TUBES	9,855,111	07/11/16	US
MUCUS SHAVING APPARATUS FOR ENDOTRACHEAL TUBES	7,051,737	02/05/04	US

Title	Patent No.	Filing Date	Country
AIRWAY CLEANING AND VISUALIZATION	2552293	03/28/11	European Patent Office (validated in UK, Germany, Switzerland, France, Ireland, the Netherlands and Sweden)
METHODS FOR CONFIRMING PLACEMENT OF ENDOTRACHEAL TUBES	9,398,837	09/28/12	US
VISUALIZED ENDOTRACHEAL TUBE PLACEMENT SYSTEMS	9,579,012	10/05/12	US
ENDOTRACHEAL TUBE COUPLING ADAPTERS	9,445,714	10/26/12	US
CLOSED SUCTION CLEANING DEVICES SYSTEMS AND METHODS	10,004,863	12/03/13	US
SYSTEMS AND METHODS FOR SELECTIVELY BLOCKING RESPIRATORY AIR FLOW	3055012	10/06/14	European Patent Office (validated in UK, Germany, Denmark, and France)
CLEANING DEVICES, SYSTEMS AND METHODS	10,016,575	06/01/15	US

Applications:

Title	Application No.	Status	Country
ENDOTRACHEAL TUBE CLEANING	61/150,456	Expired	US
BODY-INSERTED TUBE CLEANING	15/971,449	Pending	US
METHODS FOR CLEANING ENDOTRACHEAL TUBES	PCT/US201/023400	Inactive	PCT
METHODS FOR CLEANING ENDOTRACHEAL TUBES	17190248.9	Pending	European Patent Office
METHODS OF CLEANING ENDOTRACHEAL TUBES INCLUDING LIGHT TREATMENT	15/847,394	Pending	US
AIRWAY CLEANING AND VISUALIZATION	61/318,761	Expired	US

Title	Application No.	Status	Country
RETENTION OF VISUALIZATION SCOPE FOR AIRWAY MANAGEMENT	61/370,425	Expired	US
AIRWAY CLEANING AND VISUALIZATION	PCT/US2011/030229	Inactive	PCT
AIRWAY CLEANING AND VISUALIZATION	14192131.2	Pending	European Patent Office
DISTAL AIRWAY CLEANING DEVICES	15/441,821	Pending	US
CLEANING AND VISUALIZATION OF BODY-INSERTED TUBES AND NATIVE AIRWAYS	61/552,417	Expired	US
CLOSED SUCTION CLEANING DEVICES, SYSTEMS AND METHODS	61/733,371	Expired	US
CLOSED SUCTION CLEANING DEVICES, SYSTEMS AND METHODS	16/009,550	Pending	US
CLOSED SUCTION CLEANING DEVICES, SYSTEMS AND METHODS	16/259,744	Pending	US
SUCTION CLEANING DEVICES, SYSTEMS AND METHODS	PCT/US2013/072790	Inactive	US
CLOSED SUCTION CLEANING DEVICES, SYSTEMS AND METHODS	13860779.1	Pending	European Patent Office
SYSTEMS AND METHODS FOR SELECTIVELY BLOCKING RESPIRATORY AIR FLOW	61/887,814	Expired	US
SYSTEMS AND METHODS FOR SELECTIVELY BLOCKING RESPIRATORY AIR FLOW	PCT/US2014/059247	Inactive	US
CLEANING DEVICES, SYSTEMS AND METHODS	62/007,328	Expired	US
CLEANING DEVICES, SYSTEMS AND METHODS	PCT/US2015/033590	Inactive	PCT
CLEANING DEVICES, SYSTEMS AND METHODS	16/028,713	Pending	US
CLEANING DEVICES, SYSTEMS AND METHODS	15730339.7	Pending	European Patent Office
AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	62/441,037	Expired	US

Title	Application No.	Status	Country
ARTIFICIAL AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	PCT/US2017/068711	Pending	PCT
ARTIFICIAL AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	16/474,362	Pending	US
ARTIFICIAL AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	2017386549	Pending	Australia
ARTIFICIAL AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	3050868	Pending	Canada
ARTIFICIAL AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	TBD	Pending	China
ARTIFICIAL AIRWAY MANAGEMENT DEVICES, SYSTEMS AND METHODS	17886533.3	Pending	European Patent Office