

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7819425

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTELLISTENT AG	01/27/2023
RECEIVING PARTY DATA		
Name:	HEARTPOINT GLOBAL INC.	
Street Address:	ONE ALHAMBRA PLAZA	
Internal Address:	PH FLOOR	
City:	CORAL GABLES	
State/Country:	FLORIDA	
Postal Code:	33134	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10492933
CORRESPONDENCE DATA		
Fax Number:	(305)830-2605	
<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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ATTORNEY DOCKET NUMBER:	8066-X16-084	
NAME OF SUBMITTER:	PAUL D. BIANCO	
SIGNATURE:	/Paul D. Bianco/	
DATE SIGNED:	02/28/2023	
Total Attachments: 7		
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Rolf JENNI

Patent No.: 10,492,933

Application No.: 15/537,059

Issued: December 3, 2019

Filed: June 16, 2017

Attorney Docket No: 8066-X16-084

For: STENT AND KIT OF STENTS FOR
ADJUSTABLE INTERVENTIONAL
REDUCTION OF BLOOD FLOW

Examiner: Suzette Jaime J Gherbi

ASSIGNMENT

The attached assignment, dated 27 January 2023, assigns the above-identified patent from
Intellistent AG to Heartpoint Global Inc.

Respectfully submitted,

/ Paul D. Bianco /

Paul D. Bianco, Reg. 43,500

Date: February 28, 2023

Customer Number: 33771
Fleit Intellectual Property Law
21355 East Dixie Highway, Suite 115
Miami, Florida 33180
305-830-2600, fax 305-830-2605, pbianco@fleitip.com

IP ASSIGNMENT AGREEMENT

Dated 27 January 2023

between **Intellistent AG**
Seestrasse 91
6052 Hergiswil NW
Switzerland

hereafter together "Intellistent"

and **Sunatco Medical Limited**
La Maison Coloniale
Villa Road
Moka 80815
Mauritius

hereafter together "Sunatco"

as well as **Heartpoint Global Inc.**
One Alhambra Plaza
PH Floor
Coral Gables FL 33134
Florida
United States of America

hereafter "HPG"

Intellistent, Sunatco and HPG each a
"Party", together the "Parties"

concerning Intellistent's Intellectual Property Rights

RECITALS

- A. WHEREAS Intellistent has agreed to transfer all rights, title, and interests in and to the Intellistent IP to Sunatco pursuant to a settlement agreement between Intellistent and Sunatco dated 3 March 2022.
- B. WHEREAS Intellistent and Sunatco now wish to formally and validly assign all rights, title, and interests in and to the Intellistent IP to Sunatco as agreed in the settlement agreement dated 3 March 2022 (Transfer I).
- C. WHEREAS Sunatco as the new and formal owner of the Intellistent IP upon Transfer I wishes to formally transfer and assign all rights, title, and interests in the Intellistent IP to HPG and HPG accepts such assignment and transfer of all rights, title and interest in the Intellistent IP (Transfer II).
- D. WHEREAS Intellistent wishes to approve the assignment and transfer of a certain software licence from Sunatco to HPG.
- E. WHEREAS in light of the aforesaid, the Parties agree as follows:

1 DEFINITIONS

Agreement	means this contract with all exhibits and annexes hereto, as the same may be amended, modified or supplemented from time to time as provided herein.
Business	means the development, manufacturing and distribution of stents as well as the related licensing of rights in the stent technology.
Intellectual Property Rights	means patents, inventions, all works of authorship, copyright and related rights, all trademarks and domains, registered designs, rights in trade dresses or get-up, rights in goodwill or to sue for passing-off, unfair competition rights, rights in designs, topography rights, moral rights, rights in confidential information (including trade secrets), know-how, and any other intellectual property rights and/or creation of the mind, in each case whether registered or unregistered, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection, in any part of the world.
Intellistent IP	means the Intellectual Property Rights of Intellistent, used and necessary to conduct the Business, including, but not limited to, the registered Intellectual Property Rights (Patents, Trademark) as well as the non-registerable copyrights as listed in <u>ANNEX 1</u> .
Paragraph	a margin number/paragraph of this Agreement
Patents	means the patents as listed in <u>ANNEX 1</u> encompassing a) all patent families and including all national patents derived from PCT patents or EP patents, and any division, continuation, continuation-in-part, substitute, renewal, reissue, extension, confirmation, re-examination, registration or supplementary protection certificates and any foreign counterpart thereof, b) any and all claims, demands and causes of action for opposition or infringement of the Patents, past, present, and future; as well as c) any form of Intellectual Property Rights, including the portion of the business and the know-how, related to the Patents.
Section	a section/clause of this Agreement.
Trademark	means the trademark as listed in <u>ANNEX 1</u> , including the goodwill symbolised by the Trademark, and any and all claims, demands and causes of action for infringement of the Trademark, past, present, and future, subject to any existing licenses to, the Trademarks, and all of the proceeds from the foregoing.

2 SUBJECT MATTER OF THE AGREEMENT

- 1 This Agreement governs the assignment and transfer of ownership of the rights, title and interests, particularly Intellectual Property Rights, including but not limited to the Patents and the Trademark, in and to the Intellistent IP from Intellistent and Sunatco to HPG.

3 ASSIGNMENT OF INTELLISTENT IP TO SUNATCO (TRANSFER I)

2 Intellistent hereby assigns to Sunatco and herewith transfers the ownership of all rights, title and interests, in and to the Intellistent IP, including, but not limited to, the Patents and Trademarks, to Sunatco, and Sunatco herewith accepts the assignment and transfer of the ownership of all rights, title, and interests in and to the Intellistent IP, including, but not limited to, the Patents and Trademarks, from Intellistent.

4 ASSIGNMENT OF INTELLISTENT IP TO HPG (TRANSFER II)

3 Sunatco, as the new owner of the Intellistent IP upon the assignment as procured and executed in Section 3 of this Agreement, hereby assigns to HPG and herewith transfers the ownership of all rights, title and interests, in and to the Intellistent IP, including, but not limited to, the Patents and Trademarks, to HPG, and HPG herewith accepts the assignment and transfer of the ownership of all rights, title, and interests in and to the Intellistent IP, including, but not limited to, the Patents and Trademarks, from Sunatco.

5 APPROVAL OF ASSIGNMENT OF SOFTWARE LICENCE

4 Intellistent further and unconditionally approves the assignment and transfer of the software license held by Sunatco to HPG.

6 WARRANTIES AND REPRESENTATIONS

5 Intellistent and Sunatco warrant and represent that Intellistent and Sunatco will, at HPG's costs, sign and execute all forms and documents and perform any other acts as may be necessary to ensure the assignments and transfer of ownership of the Patents and the Trademark as well as the respective recording of the assignment and transfer of ownership of the Patents and the Trademark with the competent patent and trademark offices.

7 FINAL PROVISIONS

7.1 Entire Agreement

6 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and shall replace all other prior agreements, arrangements or understandings of the Parties relating thereto.

7.2 Severability

7 If any provision of this Agreement should be invalid or unenforceable under applicable laws, the relevant provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of the Agreement shall constitute to be binding and in full force and effect. Instead of the invalid or unenforceable provision, a rule shall apply that achieves as closely as possible the initial intention of the Parties drafting the invalid or unenforceable provision.

7.3 Amendments

8 Any amendments of or to this Agreement (including amendments of this Section 7.3) are valid only if made in writing.

7.4 Assignment

- 9 Neither Party shall assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of the other Party.

7.5 Governing Law

- 10 This Agreement shall be governed by, and be construed in accordance with, the substantive laws of Switzerland, without regard to its principles of conflict of laws or international treaties, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

7.6 Place of Jurisdiction

- 11 Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be exclusively resolved by the competent courts of the city of Zurich (1/Canton of Zurich, Switzerland).

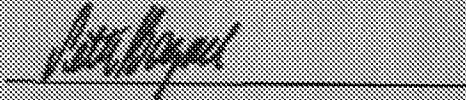
* * *

This Agreement enters into force upon signature by all Parties and on the date of the last Party's signature.

For Intellisent AG:

BROOKLYN NY, 27 JANUARY 2023

Place/Date in CAPITAL LETTERS

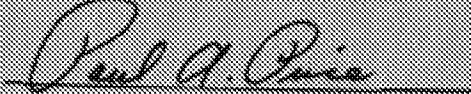


sig. Seth Bogner

For Sunatco Medical Limited:

DENVER CO USA, 27 JANUARY 2023

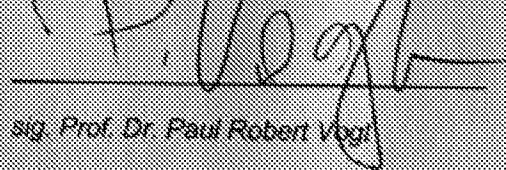
Place/Date in CAPITAL LETTERS



sig. Paul Price

2023

Place/Date in CAPITAL LETTERS

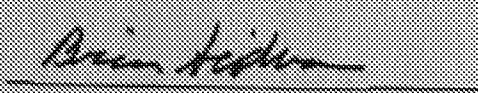


sig. Prof. Dr. Paul Robert Vogt

For Heartpoint Global Inc.:

SALLINS, IE / 27 JANUARY 2023 Place/

Date in CAPITAL LETTERS



sig. Brian Seidman

ANNEX 1

5/15

Patent Family 2											
Vngt Patent - Kiev-Stent											
Our Ref.	Applicant	Internal Title	Land	Region	Status	Application date	Application No.	Publication date	Publication No.	Grant date	Patent No.
P200058 EP	IntelliStent AG	Kiev-Stent	EP		13 - national phase/updated	12.05.2016	16169300.7	15.11.2017	1333453	05.08.2020	1243451
P200058 EP/DE	IntelliStent AG	Kiev-Stent	DE	EP	14 - granted	12.05.2016	16169300.7	15.11.2017	1333451	05.08.2020	1243451
P200058 EP/E5	IntelliStent AG	Kiev-Stent	E5	EP	14 - granted	12.05.2016	16169300.7	15.11.2017	1333451	05.08.2020	1243451
P200058 EP/FR	IntelliStent AG	Kiev-Stent	FR	EP	14 - granted	12.05.2016	16169300.7	15.11.2017	1333451	05.08.2020	1243451
P200058 EP/GB	IntelliStent AG	Kiev-Stent	GB	EP	14 - granted	12.05.2016	16169300.7	15.11.2017	1333451	05.08.2020	1243451
P200058 EP/IT	IntelliStent AG	Kiev-Stent	IT	EP	14 - granted	12.05.2016	16169300.7	15.11.2017	1333451	05.08.2020	1243451
P200058 EP/JP	IntelliStent AG	Kiev-Stent	JP	EP	14 - granted	12.05.2016	16169300.7	15.11.2017	1333453	05.08.2020	1243451
Trademark											
Trademark											
Our Ref.	Applicant	Trademark	Land	Classes	Status	Application date	Application No.	Reg. Date	Reg. No.		
M200006 CH	IntelliStent AG	INTELLISTENT	(Reg.) CH - Schweiz / 4 - Marke	10/05 - registered		08.06.2017	500000/2017	30.11.2017	730502		
Copyrights											
All and any copyrights held by Intellistent past and present in connection with or related to the Business											

BWS