

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7824913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ENDOSTIM (ABC), LLC	02/22/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PARAS HOLDINGS, LLC	
<b>Street Address:</b>	7025 E. GREENWAY PARKWAY	
<b>Internal Address:</b>	#800	
<b>City:</b>	SCOTTSDALE	
<b>State/Country:</b>	ARIZONA	
<b>Postal Code:</b>	85254	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15939879
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(714)464-5413	
<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>Phone:</b>	9497952386	
<b>Email:</b>	michael@novelip.com	
<b>Correspondent Name:</b>	SONA DALAL	
<b>Address Line 1:</b>	191 WEST SECOND STREET	
<b>Address Line 4:</b>	SANTA ANA, CALIFORNIA 92701	
<b>ATTORNEY DOCKET NUMBER:</b>	ENDO250_ORD_ENDOABC_PARAS	
<b>NAME OF SUBMITTER:</b>	SONA DALAL	
<b>SIGNATURE:</b>	/SONA DALAL/	
<b>DATE SIGNED:</b>	03/02/2023	
<b>Total Attachments: 38</b>		
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is entered into as of February 22, 2021 (the "*Effective Date*") among EndoStim (ABC), LLC, a Delaware limited liability company ("*Seller*"), as assignee for the benefit of EndoStim, Inc., a Delaware Corporation ("*Assignor*"), and Paras Holdings, LLC, an Arizona limited liability company ("*Buyer*").

### RECITALS

A. **WHEREAS**, by resolution of Assignor's board of directors and stockholders, Assignor has transferred ownership of all its rights, title and interest in and to all of its tangible and intangible assets ("*Assets*") to Seller, and in so doing has also designated Seller to act, pursuant to Civil Code Title 10, Chapter 73, Subchapter VI, Sections 7381 through 7387 of the Delaware Code, and under other applicable law, as the assignee for the benefit of creditors of Assignor. The General Assignment, dated of October 22, 2019 and effective as of October 22, 2019 ("*General Assignment*") between Assignor and Seller is attached hereto as Exhibit A.

B. **WHEREAS**, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, upon the terms and conditions set forth herein, certain assets of Seller defined in Section 1 below.

C. **WHEREAS**, Seller and Buyer have no prior affiliation and are entering into this Agreement following arms' length negotiations conducted in good faith.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, agreements, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

### AGREEMENT

#### 1. Sale/Purchased Assets.

1.1 Subject to the terms and conditions set forth herein and upon Seller's receipt of the payment and consideration by Buyer as set forth below in Section 4.1, Seller hereby sells, conveys, assigns and transfers to Buyer all of Seller's right, title and interest in and to certain of the Assets, as more fully listed on Exhibit 1.1 (the "*Purchased Assets*").

1.2 The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date on a "AS IS" and "WHERE IS" basis, with no representations or warranties other than those specifically set forth below, and subject to any and all existing pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "*Encumbrances*").

2. **Excluded Assets.**

2.1 Notwithstanding anything to the contrary in this Agreement, the Purchased Assets shall not include any of the Excluded Assets and the Excluded Assets shall not be transferred to Buyer but shall be retained by Seller. For purposes of this Agreement, "***Excluded Assets***" shall include but not limited to the following items: (i) all cash, cash, equivalents and uncashed checks received on or before the Closing Date (as defined below); (ii) accounts receivable; (iii) any right that Seller has with respect to deposits, insurance refunds, tax refunds, claims for tax refunds and tax attributes arising prior to the Closing Date; (iv) any prepaid taxes of Seller or Assignor attributable to pre-Closing tax periods; (v) to the extent the transfer contemplated herein is prohibited by any license or other agreement, any software or other licensed products that may be installed on or attached to the Purchased Assets delivered to Buyer; (iv) except as set forth on Exhibit 1.1, any and all rights, title and interest in any litigation, claims, causes of action whether known or unknown, asserted or unasserted, for any action, conduct, or omissions arising prior to the Closing Date; (vii) claims for preference or fraudulent conveyance recoveries under applicable law; (viii) corporate minute books, and other books and records that do not relate to the Purchased Assets; (ix) all existing insurance policies and any rights, claims or interests granted under those policies; and (x) the Consideration and any other rights or obligations granted to the Seller under this Agreement.

3. **Assumed/Excluded Liabilities.**

3.1 Buyer hereby agrees to assume only the liabilities arising after the Closing Date with respect to the Purchased Assets (collectively, the "***Assumed Liabilities***").

Except for the Assumed Liabilities or as otherwise expressly set forth in this Agreement, Buyer shall not assume and shall have no responsibility with respect to, any other liabilities, indebtedness or obligations of Seller or Assignor, known or unknown, absolute or contingent, accrued or unaccrued, whether due or to become due (the "***Excluded Liabilities***").

4. **Consideration.**

4.1 In consideration of the sale, conveyance, assignment, and transfer of the Purchased Assets and in full payment therefor, and after satisfaction of the conditions listed below, Buyer agrees to pay Seller an aggregate amount of thirty-five thousand dollars (\$35,000) (the "***Purchase Price***"). The Purchase Price shall be paid as follows: (i) Seller shall apply the five thousand (\$5,000) nonrefundable deposit (the "***Deposit***"), that is nonrefundable subject to the provisions of Section 15.2, paid by Buyer to Seller at signing of the Agreement; and (ii) Buyer shall pay the balance of the Purchase Price to Seller at the Closing by wire transfer or such other method as mutually agreed upon by the parties (the "***Closing Payment***").

4.2 If Buyer commercializes an implantable stimulation system to treat gastroesophageal reflux disease (the "***Product***") anywhere in the world, Buyer further agrees to pay Seller royalties equal to two percent (2%) of Net Sales of the Product sold by Buyer (the "***Royalties***"). Royalties paid are not to exceed five hundred thousand dollars (\$500,000), and this provision is to survive any change of control related to the Buyer's business. For purposes of this Agreement, the term "Net Sales" shall mean the revenue that the Buyer or its affiliates actually collect from the sale of any Product to an unaffiliated third party, less the following amounts: (a)

payments made or credits allowed to customers for promotional purposes, allowances, rebates, discounts, profit share payments and other usual and customary discounts, including, without limitation, volume and prompt payment discounts, to customers, (b) the amount of chargebacks, and amounts repaid or credited by reason of rejections, damages or returns of Product, or because of retroactive price adjustments, (c) specific amounts not collectible after reasonable collection efforts, (d) invoiced taxes, duties, tariffs, surcharges and other governmental charges paid, absorbed or allowed in connection with the sale, import or export of the Product, (e) freight, postage, insurance charges and other transportation costs incurred in connection with transporting the Product, and (f) discounts or rebates or other payments required by law to be made under Medicaid, Medicare or other governmental special medical assistance programs, all as determined in accordance with generally accepted accounting principles in the U.S. consistently applied. In the event that a Product is sold in a finished combination package with one or more other products, devices, equipment or components (a "Combination Product"), Net Sales for such Combination Product will be calculated by multiplying actual Net Sales of such Combination Product by the fraction  $A/(A+B)$  where A is the selling price of the Product if sold separately in finished form and B is the selling price of any other products, devices, equipment or components in the Combination Product if sold separately in finished form provided that the selling price of any Combination Product shall not be less than A+B.

4.3 If Buyer sells its business related to the Product or any Change of Control in Buyer's business takes place, as defined below, Buyer further agrees to pay Seller two percent (2%) of any compensation received in relation to the Change of Control (the "***Change of Control Payment***"). The Change of Control Payment is not to exceed one million dollars (\$1,000,000). For purposes of this Agreement, the term "Change of Control" shall mean (a) any merger, buyout, joint venture or other business combination pursuant to which (i) all or substantially all of the businesses of the Buyer are combined with that of any other person (any such person, together with its subsidiaries and affiliates, a "Purchaser") and (ii) the stockholders of the Buyer immediately prior to the consummation of such transaction or transactions do not retain, directly or indirectly, immediately following the consummation thereof at least a majority of the beneficial interest in the voting stock of the combined enterprise; (b) the acquisition by a Purchaser, directly or indirectly, of a majority of the voting stock of the Buyer, by way of a negotiated purchase or any other means; and/or (c) the acquisition by a Purchaser, directly or indirectly, of all or substantially all of the assets, properties and/or business of the Buyer, by way of a direct or indirect purchase, lease, license, exchange, joint venture or other means. The term "Change of Control" shall not include Buyer's sale of equity or issuance of debt to investors.

5. **RESERVED**

6. **Closing**

6.1 The consummation of the purchase and sale of the Purchased Assets by the Buyer (the "***Closing***") shall take place using one or more virtual conferencing services, to be designated by Buyer, five (5) business days after approval of this Agreement by the Delaware Court of Chancery or other Delaware state court but in no event later than February 26, 2021 (the "***Closing Date***"). If the Closing does not occur on or prior to Closing Date or such later date upon which Buyer and Seller agree in writing this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further

rights or obligations hereunder, except that Section 9.1 shall survive such termination

6.2 Except as otherwise provided in this Section, upon Closing, (i) title to the Purchased Assets shall pass to Buyer, and (ii) Seller shall execute the following assignments, conveyances and/or bills of sale to convey to Buyer title to all of the Purchased Assets, subject to the Encumbrances, in accordance with Section 1.2 of this Agreement: (i) an assignment and bill of sale (the "**Bill of Sale**"), in the form attached hereto as Exhibit 6.2(i), (ii) a patent assignment agreement (the "**Patent Assignment Agreement**"), in the form attached hereto as Exhibit 6.2(ii), (iii) a trademark assignment agreement (the "**Trademark Assignment Agreement**"), in the form attached hereto as Exhibit 6.2(iii), and (iv) a Statement of Unintentional Abandonment in the form attached hereto as Exhibit 6.2(iv) for each issued patent or patent application that was unintentionally abandoned in the course of Seller's ownership of the one or more abandoned patent applications or issues patents.

6.3 On the Closing Date, Seller shall make available to Buyer for Buyer's possession the Purchased Assets, *provided, however*, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer.

## 7. Conditions to Closing

7.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

a. All representations and warranties of Seller in Section 8.1 are accurate in all material respects as of the Closing Date; and

b. Seller has delivered, or stands ready to deliver, the counterparts of the documents described in Section 6.2 signed by the Seller.

7.2 Conditions to Seller's Obligations. Seller's obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

a. All representations and warranties of Buyer in Section 8.2 are accurate in all material respects as of the Closing Date;

b. Buyer has delivered the Purchase Price; and

c. Buyer has delivered, or stands ready to deliver, the counterparts of the documents described in Section 6.2 signed by the Buyer.

## 8. Representations and Warranties

8.1 Seller's Representations and Warranties. Except as to Seller's representations and warranties provided below, the Purchased Assets are being sold "as is" and "where is" with no express or implied representation and warranties of any kind, nature, or type

whatsoever from, or on behalf of Seller except that:

a. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware;

b. Seller warrants and represents that it has not made, and is not subject to, any other judgment, order, agreement, contract, or arrangement of any kind with any other party with respect to the Purchased Assets which would in any way prevent the consummation of the transactions contemplated by this Agreement, or give rise against Buyer, or either one of them, to any claim, demand, cause of action, or liability as a result of the execution or consummation of this Agreement; and

c. All rights, title and interests of Seller with regard to the ownership and possession of the Purchased Assets are rights, title and interests held as assignee pursuant to the General Assignment made by Assignor. Pursuant to this Agreement, Seller sells, assigns, and transfers all of its rights, title and interests in and to the Purchased Assets to Buyer. To the best of Seller's knowledge and belief after reasonable inquiry, including, without limitation, competent assessment of a UCC search in Assignor's state of incorporation, Seller, as Assignee, has good and marketable title to all of the Purchased Assets. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer "as is" and "where is", with no representations or warranties as to merchantability, fitness or use, and the Purchased Assets shall be subject to the Encumbrances.

d. Seller warrants and represents that any delays in paying fees or responding to patent office actions or failures to pay fees or respond to patent office actions was entirely unintentional.

8.2 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller, as follows:

a. Buyer (i) is a corporation or partnership duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or registration and (ii) has all requisite partnership or corporate power and authority to execute, deliver, and perform the transactions contemplated hereby;

b. The execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby are within the power of Buyer and have been duly authorized by all necessary actions on the part of Buyer. The execution of this Agreement by Buyer constitutes, or will constitute, a legal valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity;

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Buyer (or any of its properties) is required for (i) Buyer's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Buyer of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so

required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect;

d. No person or entity acting on behalf of Buyer or any of its affiliates or under the authority of any of them is or will be entitled to any "brokers" or "finders" fee or any other commission or similar fee, directly or indirectly, from Buyer or any of its affiliates in connection with any of the transactions contemplated by this Agreement; and

e. To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Buyer, threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

## 9. COVENANTS OF BUYER.

9.1 Confidential Information. All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of Assignor and/or Seller disclosed to Buyer in the course of negotiating the transactions contemplated by this Agreement, including the terms of this Agreement ("***Seller Confidential Information***"), will be held in confidence and not be used or disclosed by Buyer or any of its employees, affiliates or stockholders, provided, however, that from and after the execution of this Agreement, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Assets. It is agreed that Seller's Confidential Information will not include information that: (a) is proven to have been known to Buyer prior to receipt of such information from Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to Seller; (c) is now, or later becomes, part of the general public knowledge or literature, other than as a result of a breach of this Agreement by Buyer; or (d) is independently developed by Buyer without the use of any Seller Confidential Information.

9.2 Taxes and any Other Charges Related to the Sale. Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on Buyer related solely to, and arising from the purchase of the Purchased Assets under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

9.3 Press Releases and Public Announcements. Neither Buyer nor Seller shall issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identifying the other party without the prior written approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation.

9.4 Survival of Covenants. The covenants set forth in this Section shall survive the Closing. The covenants set forth in Section 6.1 above shall, in addition, survive the termination of this Agreement for any reason.



10. **COVENANTS OF SELLER.**

Seller covenants and agrees with Buyer as follows:

10.1 **Further Assurances.** From and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that Seller shall be reimbursed for its reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

10.2 **Press Releases and Public Announcements.** Seller shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identify Buyer without Buyer's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation, and Seller shall be permitted, at its discretion, to prepare and distribute a tombstone regarding the General Assignment and this Agreement without mentioning the identity of Buyer or the terms of this Agreement.

10.3 **Survival of Covenants.** Each of the covenants set forth in this Section 10 shall survive the Closing.

11. **SURVIVAL OF WARRANTIES AND INDEMNIFICATION.**

11.1 **Survival of Representations and Warranties.** All representations and warranties made by Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing Date. All representations and warranties made by Seller herein shall terminate effective as of the Closing.

11.2 **Indemnified Losses.** For the purpose of this Section 11.2 and when used elsewhere in this agreement, "**Loss**" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

11.3 **No Indemnification by Seller.** Seller is selling to Buyer the Purchased Assets defined in this Agreement on an "AS IS" and "WHERE IS" basis, clear of any known Encumbrances, with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above), and Seller does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee, stockholder, agent or attorney

of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any Loss which arises out of or results from the transactions described herein

11.4 **Indemnification By Buyer.** Subject to the provisions and limitations set forth in this Section 11, Buyer agrees to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller, and any officers, directors, members, agents, managers, representatives, employees or attorneys of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the "***Seller Indemnitees***") from and against and in respect of any Loss which arises out of or results from:

- a. any breach by Buyer of any covenant made herein, or the inaccuracy or untruth of any representation or warranty of Buyer made herein; or
- b. the use of the Purchased Assets after the Closing.

11.5 **Period for Making Claims.** A claim for indemnification by Seller under this Section 11 may be brought, if at all, for a period of six months after the Closing Date, with respect to any claim or claims for indemnification under this Section 11.

12. **Further Assurances.**

12.1 The Parties hereto agree to assist one another in good faith with respect to the transition of the Purchased Assets to Buyer.

13. **AS-IS Sale; Warranty Disclaimer.**

13.1 EXCEPT AS SET FORTH HEREIN, THE PURCHASED ASSETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

13.2 BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED ASSETS TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

13.3 BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND

INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

13.4 BUYER ACKNOWLEDGES THAT SOME ASSETS DESCRIBED IN EXHIBIT 1.1 MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO, OWNED OR OTHERWISE RESTRICTED BY A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SAID ASSETS.

14. Limitation of Liability.

14.1 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, SELLER SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA, (II) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, (III) FOR ANY MATTER BEYOND SELLER'S REASONABLE CONTROL, OR (IV) FOR ANY AMOUNTS OTHER THAN THE RETURN OF THE DEPOSIT IN ACCORDANCE WITH SECTION 15.

15. Termination of Agreement.

15.1 Termination. This Agreement may be terminated: (i) by mutual written consent of Seller and Buyer; (ii) by Seller if Buyer does not pay the Purchase Price to Seller in the time and manner required by Section 4 hereof or otherwise does not comply with this Agreement; (iii) by Buyer if Seller fails to provide Seller's deliveries specified in Section 6.2(i), and (iv) upon closing of the Transaction involving the Purchased Assets with a third party other than Buyer.

15.2 Seller's Retention of Deposit. Should Seller terminate this Agreement pursuant to Section 15.1(ii) above, Seller shall have the right to retain the total amount of the Deposit. Should Buyer terminate this Agreement pursuant to Sections 15.1(iii) or 15.1(iv), Seller

shall be obligated to return the total amount of the Deposit.

15.3 **Specific Performance**. If Buyer fails to complete the purchase contemplated in this Agreement because Buyer fails to comply with this Agreement, Seller shall have the option, but not the requirement, to bring an action for specific performance and thereby require performance in full of this Agreement, provided Seller would not prospectively be in breach of any terms, conditions, covenants or warranties of this Agreement.

15.4 **Buyer's Remedies**. In the event the Agreement is terminated pursuant to Section 15.1(iii) as a result of Seller's failure to provide the deliveries specified in Section 6.2, or Section 15.1(iv), Buyer's sole remedy shall be the return of its Deposit. In no event shall Buyer be entitled to any actual, consequential, or punitive damages.

16. **Notices**.

16.1 Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, or mailed by first-class U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days written notice) on the parties as set forth below:

To Buyer: Paras Holdings, LLC  
Attn: Virender K. Sharma  
Address: 7025 E. Greenway Parkway #800  
Scottsdale, AZ 85254  
E-Mail: vksharmamd@gmail.com

With a copy to: Michelson Law Group  
Attn: Randy Michelson  
Address: 220 Montgomery Street, Suite 2100  
San Francisco, CA 94104  
E-Mail: randy.michelson@michelsonlawgroup.com

To the Seller: EndoStim (ABC), LLC  
Attn: Michael Hogan  
Address: 231 Market Place, Suite 373  
San Ramon, CA 94583  
Email: michael.hogan@armaninollp.com

With a copy to: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

17. **Non-Waiver**

No failure to exercise, and no delay in exercising, on the part of any party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

18. **Severability**

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

19. **Choice of Law**

This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof.

20. **Attorney's Fees and Expenses**

Except as provided in the next sentence, Buyer and Seller shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if any party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other parties in enforcing this Agreement against such breaching party.

21. **Modifications in Writing**

Any waivers or amendments of this Agreement or any provision hereof shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

22. **Waiver of Jury Trial**

SELLER AND BUYER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLER AND BUYER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS

WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

23. Submission to Jurisdiction and Selection of Forum.

23.1 EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE STATE COURT LOCATED IN THE COUNTY OF SANTA CLARA (HEREAFTER REFERRED TO AS THE "**CHOSEN COURT**") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 14 OF THIS AGREEMENT.

24. [RESERVED].

25. Complete Agreement.

25.1 All parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties with regard to its subject matter and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

26. Counterparts/Facsimile Signature.


26.1 This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument. This Agreement may be executed by .PDF or facsimile signature, and any such .PDF or facsimile signature shall be deemed to be an original signature.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**BUYER:**

**Paras Holdings, LLC, an Arizona limited liability company**

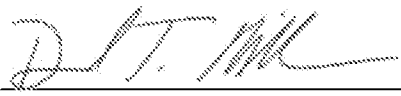
By: \_\_\_\_\_

Name: Virender K. Sharma

Title: Manager

**SELLER:**

**EndoStim (ABC) LLC, a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of EndoStim Inc.**

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

Name: David Miller

Title: Manager

**EXHIBIT A**  
**ASSET PURCHASE AGREEMENT**

**GENERAL ASSIGNMENT**

Attached



## GENERAL ASSIGNMENT

This General Assignment ("Assignment") is made this 22 day of October, 2019, by and between EndoStim, Inc., a Delaware corporation ("Assignor") and EndoStim (ABC) LLC, a Delaware limited liability company ("Assignee"), with reference to the following:

### RECITALS

- A. Assignor has its principal place of business at, 4101 McEwen, Suite 336, Dallas, Texas, 75244, and its federal tax identification number is 27-0373496.
- B. Assignor is indebted to various creditors, is unable to pay its debts in full, and has decided to wind down its business and believes that transferring its property to an assignee for the benefit of creditors is in the best interest of its creditors and stockholders.
- C. Assignee has its principal place of business in San Ramon, California; and
- D. This Assignment has been approved by Assignor's Board of Directors and by the requisite vote of stockholders and shall not be effective until accepted by Assignee.

### AGREEMENT

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by Assignor and Assignee:

1. Assignment of Assets. Subject to Sections 1.1 and 1.2, Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, its successors and assigns, in trust, for the benefit of all of Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature wherever situated, whether in possession, reversion, remainder or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash on hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in the Assignment Estate; provided, that, if Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then such excluded lease or leasehold interest shall be deemed to be included in the Assignment Estate and Assignor shall, upon demand of Assignee, assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this

Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning the termination of any real property leases.

1.2 Employee Benefit Plan Exclusion. Employee benefit plans (which includes any related employee trust fund), including, without limitation, any ERISA-qualified plan or other similar employee plan, are not included in the Assignment Estate. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall Assignee have any role in, or responsibility for, the termination of any employee benefit plan of Assignor and/or its employees.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor, if any (except for real property leases and leasehold interests which are expressly excepted from the Assignment Estate as provided in Section 1.1 above), whether or not Assignor's real property is specifically described in this Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning real property it owns and operates, including, but not limited to, marketing, sale, transfer or other disposition of its real property. Upon disposition of the real property, net proceeds, if any, shall immediately vest in the Assignment Estate as if it was personal property.

3. Delivery of Documents, Endorsements and Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records of Assignee, to execute and deliver all additional necessary documents reasonably requested by Assignee, and to endorse all indicia of ownership as reasonably requested by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights (but excluding real property leases and leasehold interests which are expressly excepted from the Assignment Estate as provided in Section 1.1 above). Neither Assignor, nor its agents, shall execute any documents on behalf of Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee, and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do anything or act which Assignee in its sole and arbitrary discretion deems necessary or advisable in any case to effectuate the purposes of this Assignment.

4. Nature of Assignment. This Assignment transfers legal title and possession of all of Assignor's assets in the Assignment Estate; provided, that this Assignment constitutes a transfer of only those assets that can be transferred legally and does not constitute a transfer of property that it is illegal to transfer. Assignee, in its sole discretion, may determine whether to continue all or a part of the business operations of Assignor or to liquidate Assignor's assets, or a combination thereof.

5. Disposition of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions as it may see fit, at public or private sale, or otherwise. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer the Assignment Estate to the best of its ability and, without limiting Section 12 of this Assignment, it is expressly understood that Assignee, and its member, manager(s), agents, consultants, professionals and employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate. Assignee and its member shall not be liable for any act or thing done by Assignee, its agents, consultants, professionals, or employees in good faith in connection herewith. Assignee and its member are not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of this Assignment. Assignee acknowledges and agrees that all of Assignee's actions in respect of Assignor's assets, property, rights and business shall be in furtherance of its duties as set forth herein.

6. Compensation of Assignee. From the proceeds of sales, collections, operations or other sources, Assignee shall pay itself and reimburse all of its charges and expenses, pursuant to that certain Compensation Agreement dated October \_\_, 2019, between Assignor and Assignee. Assignee shall also pay from the proceeds reasonable remuneration to its agents and, its attorneys and may pay a reasonable fee to Assignor's attorneys and other professionals for services related to the Assignment. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of Assignor.

7. Powers and Duties of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, and discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee shall have the power to employ auctioneers, attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in its capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of Assignor, and Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against Assignor and to appear on behalf of Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature whatsoever, including all pleadings, which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11

of the United States Code, Sections 101 et seq. (the "Bankruptcy Code"), including the right to defend any petitions or actions filed against Assignor under the Bankruptcy Code. Further, on the date that this Assignment is accepted by Assignee, Assignee shall succeed to all of the rights and privileges of Assignor, including any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, causes of action, etc. and shall be deemed to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, causes of action, etc.

8. Assignor's Duties as to Non-Assignable Tax or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due or that may become due from any governmental agency for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact and to file any tax returns on behalf of Assignor.

9. Distributions. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and the expenses of any operation.
- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of the remuneration and fee to Assignee as set forth above and the payment of attorneys for Assignee, accountants to Assignee, and any other professionals Assignee deems necessary to properly administer the Assignment Estate.
- C. Third, all federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.
- D. Fourth, all monies due employees of Assignor entitled to priority as defined under applicable law up to the statutory maximum.
- E. Fifth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.

- F. Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. Assignee may, but is not required to, make interim distributions whenever Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G. Seventh, any monies unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by Assignee, shall be re-distributed at Assignee's reasonable discretion, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate until and to the extent the known unsecured creditors are paid in full and then paid to Assignor's stockholders as set forth below.
- H. Eighth, upon payment of all creditor claims, any remaining funds shall be paid to Assignor's stockholders as set forth in Assignor's bylaws and articles of incorporation.

10. Right to Withhold Payment of Contested Claims. In the event that Assignee contests the validity of a Claim<sup>1</sup> falling within any of the classifications set forth in Section 9 above, Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with Assignee.

11. Definition of Transaction. It is agreed and understood that this Assignment is a general assignment for the benefit of all of Assignor's creditors; and that this is a "voluntary assignment" for the benefit of creditors as set forth in the *Delaware Code Title 10, Part IV, Chapter 73, Subchapter VI*, and all other laws of the State of Delaware pertaining thereto. This general assignment for the benefit of creditors (a) does constitute an assignment to Assignee of all assets of Assignor that are transferable and not exempt from enforcement of a money judgment; (b) is an assignment for the benefit of all of the creditors of Assignor; and (c) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

12. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, and its member, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for their own fraud or misconduct knowingly and intentionally committed in bad faith, by gross negligence or in violation of law. No provision of this Agreement shall be construed to

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<sup>1</sup> The term "Claim" for the purposes of this Assignment agreement shall have the meaning ascribed to that term in Section 101(5) of the Bankruptcy Code and the federal case law construing that statute.

relieve Assignee from liability for its own fraud or misconduct knowingly and intentionally committed in bad faith, by gross negligence or violation of law except that:

- A. Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against Assignee. In the absence of bad faith on the part of Assignee, Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements, resolutions, certificates or opinions furnished to Assignee by Assignor, believed by Assignee in its reasonable judgment to be genuine and conforming to the requirements of this Assignment. Assignee shall not be liable for any error of judgment made in good faith. Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any written opinion of legal counsel addressed to Assignee.
- B. In connection with the foregoing, the Assignment Estate shall defend, indemnify and hold Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Armanino, LLP (collectively, the "Assignee Indemnified Persons"), harmless from and against any and all Indemnified Claims (defined below); provided, however, that the Assignment Estate shall have no obligation hereunder to any Assignee Indemnified Person with respect to any Indemnified Claims to the extent resulting from the fraud, willful misconduct, gross negligence or violation of law by any such Assignee Indemnified Person.
- C. The foregoing indemnification provisions shall survive any termination of this Assignment and the transactions contemplated hereby.
- D. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by any Assignee Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of this Assignment, the transactions contemplated hereby, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the Assignment Estate through any cause whatsoever, any act performed or

omitted to be performed under this Assignment, the transactions contemplated hereby, or any breach by Assignor or Assignee, as applicable, of any representation, warranty, covenant, agreement or condition contained herein.

13. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment; and

(b) the execution, delivery and performance by Assignor of this Assignment has been duly authorized by all necessary corporate action.

14. Resignation and Replacement of Assignee. Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee (and such successor Assignee has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment and deliver one counterpart thereof to Assignee and Assignor. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of the resigning Assignee in connection with the Assignment with the same effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

15. Entire Agreement. This Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

16. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

17. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

19. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EndoStim, a Delaware corporation,  
Assignor

By: /s/ Kimberly Pinson  
Kimberly Pinson  
Its: Chief Financial Officer

Accepted by Assignee on October 22, 2019, at 5:00pm PT.

EndoStim (ABC), LLC, a Delaware limited  
liability company, Assignee

By: /s/ David Miller  
David Miller  
Its: Manager



## EXHIBIT 1.1

### ASSET PURCHASE AGREEMENT

#### PURCHASED ASSETS

*Seller is not making any representation, expressed or implied with regard to the availability of the Required Assets due to additional expenses that may be incurred to retrieve them, expressed or implied liens that may be asserted by vendors, former employees or consultants holding inventory, raw materials or other Required Assets. Buyer, at its own expense, may elect to pursue such Required Assets or use whatever means necessary to obtain them. Some assets described in this Exhibit may contain third-party intellectual property that may have been licensed by, or otherwise acquired, by Assignor. Buyer acknowledges that Seller may be unable to transfer certain intellectual property belonging to a third party without the express written consent of that third party which shall not be obtained or sought by Seller as part of this Agreement. Buyer accepts full responsibility for communicating with third parties whose intellectual property may be included in the Required Assets and Buyer shall be responsible for paying all licensing fees, costs, expenses, or other charges associated with using said assets.*

#### INTELLECTUAL PROPERTY

All of Seller's right, title and interest, and all of the benefits and privileges, in and to the inventions and discoveries and other intellectual property set forth below, including, without limitation, all related letters patent, applications for letters patent, or similar forms of protection of the United States of America, and all other applications for letters patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications, based in whole or in part upon said intellectual property, inventions or discoveries, or upon said applications, and any and all reissues and extensions of letters patent or similar forms of protection granted for said intellectual property, inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said intellectual property, inventions, discoveries, applications and letters patent, including:

PATENTS – All issued patents and patent applications, including those listed in Exhibit 6.2 (ii).

TRADEMARKS – All issued trademarks and trademark applications, including those listed in Exhibit 6.2 (iii).

CLINICAL AND REGULATORY DATA – All of Seller's Clinical and Regulatory Data wherever located, in "as is, where is" condition, and with any cost of retrieving solely at the cost of Buyer.

#### TEST EQUIPMENT

All of Seller's right, title and interest in limited test equipment wherever located, in "as is, where is" condition, and with any cost of retrieving such test equipment solely at the cost of Buyer.

### INVENTORY

All of Seller's right, title and interest in product and component inventory wherever located, in "as is, where is" condition, and with any cost of retrieving such Inventory solely at the cost of Buyer.

### OTHER ASSETS

Any and all passwords, documents, electronic data, hardcopy files, and other materials related to the Purchased Assets.

**EXHIBIT 6.2 (i)**

**TO ASSET PURCHASE AGREEMENT**

**ASSIGNMENT AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 2021, by and between EndoStim (ABC), LLC, a Delaware limited liability company ("Seller"), as Assignee for the Benefit of Creditors of EndoStim, Inc., a Delaware corporation, and Paras Holdings, LLC, an Arizona limited liability company ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2021 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Sale and Assignment of Purchased Assets. Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Purchased Assets.

2. Cooperation. Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and the assumption of the Assumed Liabilities.

3. Effect of Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

**SELLER:**

EndoStim (ABC), LLC, a Delaware limited liability company, as Assignee for the Benefit of Creditors of EndoStim, Inc.

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

Name: David Miller

Title: Manager\_

**BUYER:**

Paras Holdings, LLC, an Arizona limited liability company

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

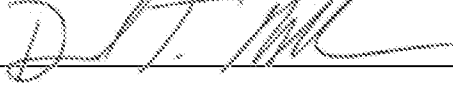
Name: Virender K. Sharma

Title: Manager

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

**SELLER:**

EndoStim (ABC), LLC, a Delaware limited liability company, as Assignee for the Benefit of Creditors of EndoStim, Inc.

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

Name: David Miller

Title: Manager

**BUYER:**

Paras Holdings, LLC, an Arizona limited liability company

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

Name: Virender K. Sharma

Title: Manager

**EXHIBIT 6.2 (ii)**

**TO ASSET PURCHASE AGREEMENT  
PATENT ASSIGNMENT  
AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT is made as of \_\_\_\_\_, 2021, by and between EndoStim (ABC), LLC, a Delaware limited liability company ("Seller"), as Assignee for the Benefit of Creditors of EndoStim, Inc., a Delaware corporation, and Paras Holdings, LLC, an Arizona limited liability company ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2021, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in all patents and patent applications owned by Seller, including those patents and patent applications identified in Schedule A attached herein ("Assigned Patents"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Assigned Patents to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby sells, assigns, transfers, and sets over to Buyer, and its lawful successors and assigns, the Seller's entire right, title, and interest throughout the world in and to the Assigned Patents, together with all rights to the inventions described or claimed therein, and all divisions, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority therefrom, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues, thereof and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for any invention disclosed and claimed in any Assigned Patent to Buyer, its successors and assigns, in accordance with the terms of this Patent Assignment Agreement.

2. Seller further assign to Buyer all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits), for infringement or misappropriations of any Assigned Patent, as well as the right to take over and continue any and all existing suits related to any Assigned Patent.

3. This Patent Assignment Agreement is subject to the terms and conditions of the Asset Purchase Agreement and this Patent Assignment Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Patent Assignment Agreement in

accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Patent Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SELLER:**

EndoStim (ABC), LLC, a Delaware limited liability company, as Assignee for the Benefit of Creditors of EndoStim, Inc.

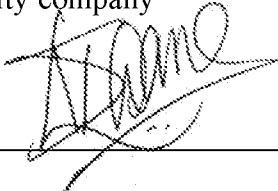
By: \_\_\_\_\_

Name: David Miller

Title: Manager\_

**BUYER:**

Paras Holdings, LLC, an Arizona limited liability company

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

Name: Virender K. Sharma

Title: Manager

there is any conflict between this Patent Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SELLER:**

EndoStim (ABC), LLC, a Delaware limited liability company, as Assignee for the Benefit of Creditors of EndoStim, Inc.

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

Name: David Miller

Title: Manager

**BUYER:**

Paras Holdings, LLC, an Arizona limited liability company

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

Name: Virender K. Sharma

Title: Manager



Schedule A  
To Patent Assignment  
Agreement Assigned Patents

US Applications:

16/269,503  
11/809,368  
12/775,436  
13/661,483  
14/175,927  
15/696,376  
14/695,267  
16/547,296  
15/388,241  
16/547,216  
14/686,996  
15/296,604  
14/753,402  
15/448,944  
16/297,222  
16/528,997  
15/594,903  
15/794,209  
15/891,209  
15/816,631  
15/939,879

US Patents:

6901295  
7738961  
9345879  
9561367  
8712529  
9061147  
9789309  
8712530  
8447403  
10426955  
8447404  
9381344  
10058703  
10420934  
8831729  
9037245  
9498619  
8798753  
8543210  
9623238  
9616225

10272242

9020597  
10406356  
9724510  
9682234  
9827425  
9925367  
8538534  
8160709

US Provisional Applications

60/305,516  
60/801,452  
61/023,535  
61/310,755  
61/318,843  
61/328,702  
61/371,146  
61/384,105  
61/444,849  
61/414,378  
61/422,967  
61/475,368  
61/482,145  
61/530,781  
61/769,732  
62/020,652  
61/692,555  
61/906,812  
61/906,815  
61/906,820  
62/080,793  
61/873,229  
61/906,825  
61/906,828  
62/080,807  
62/256,528  
62/423,334  
61/868,994  
62/482,588  
62/627,014

Europe Applications

11751443.0  
17187374.8  
13831668.2  
16174071.7  
14863570.9  
15861744.9

14842625.7  
14864930.4  
18781161.7

Europe Patents

212011100038.1 (German Utility Model)  
2696792B (European Patent)  
2696792B; 602012043997.1 (Germany validation)  
2696792B (France validation)  
2696792B (United Kingdom validation)  
2704791B (European Patent)  
2704791B; 602012020484.2 (Germany validation)  
2704791B (France validation)  
2704791B (United Kingdom validation)  
2704791B; 502016000102798 (Italy validation)

China Applications

201280028867.7  
201380054290.1  
201280033126.8  
201480072302.8  
201480048436.6  
201480071598.1

Australia Applications

2012242533  
2013305543  
2012250686  
2014352977  
2014315411  
2014352987

New Zealand Patents

616894  
616944

New Zealand Applications

715251  
705756  
715619  
720257  
717136  
720260

PCT Applications

PCT/US07/68907  
PCT/US08/53780  
PCT/US08/56479  
PCT/US11/27243  
PCT/US12/33695

PCT/US12/53576  
PCT/US09/31935  
PCT/US13/56520  
PCT/US12/36408  
PCT/US14/66565  
PCT/US15/61108  
PCT/US14/53793  
PCT/US14/66578  
PCT/US17/62298  
PCT/US18/25092  
PCT/US19/16923

**EXHIBIT 6.2 (iii)**

**TO ASSET PURCHASE AGREEMENT**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made as of \_\_\_\_\_, 2021, by and between EndoStim (ABC), LLC, a Delaware limited liability company ("Seller"), as Assignee for the Benefit of Creditors of EndoStim, Inc., a Delaware corporation, and Paras Holdings, LLC, an Arizona limited liability company ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2021, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SELLER:**

EndoStim (ABC), LLC, a Delaware  
limited liability company, as Assignee for  
the Benefit of Creditors of EndoStim, Inc.

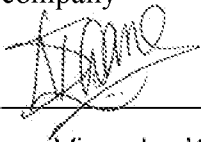
By: \_\_\_\_\_

Name: David Miller

Title: Manager

**BUYER:**

Paras Holdings, LLC, an Arizona limited  
liability company

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


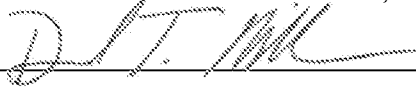
Name: Virender K Sharma, MD

Title: Manager

**SELLER:**

EndoStim (ABC), LLC, a Delaware  
limited liability company, as Assignee for  
the Benefit of Creditors of EndoStim, Inc.

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



Name: David Miller

Title: Manager

**BUYER:**

Paras Holdings, LLC, an Arizona limited  
liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule A  
To Trademark Assignment

Marks

Argentina  
2.658.219

Brazil  
840340788

Chile  
1.065.597

Columbia  
482946; 13-109023

USA  
4172839  
4241875