

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7884095

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VERILY LIFE SCIENCES LLC	08/11/2020
RECEIVING PARTY DATA		
Name:	GALVANI BIOELECTRONICS LIMITED	
Street Address:	980 GREAT WEST ROAD	
City:	BRENTFORD, MIDDLESEX	
State/Country:	GREAT BRITAIN	
Postal Code:	TW8 9GS	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29792246	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6123364701	
Email:	kaustad@merchantgould.com	
Correspondent Name:	MERCHANT & GOULD C/O KEVIN AUSTAD	
Address Line 1:	PO BOX 2903	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55408-0903	
ATTORNEY DOCKET NUMBER:	19202.0020USD2	
NAME OF SUBMITTER:	DANIEL L. BRUZZONE	
SIGNATURE:	/Daniel L. Bruzzone/	
DATE SIGNED:	04/04/2023	
Total Attachments: 6		
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Dated: August 11, 2020

VERILY LIFE SCIENCES LLC

AND

GALVANI BIOELECTRONICS LIMITED

PATENT

REEL: 063221 FRAME: 0615

THIS AGREEMENT is made the 11th day of August, 2020

BETWEEN:-

- (1) **VERILY LIFE SCIENCES LLC** a limited liability company incorporated under the laws of the State of Delaware and whose registered office is at 269 E. Grand Avenue, S. San Francisco, California, 94043 United States of America (the "Assignor"); and
- (2) **GALVANI BIOELECTRONICS LIMITED** a company incorporated under the laws of England and Wales with company registration number 09984862 and whose registered office is at 980 Great West Road, Brentford, Middlesex TW8 9GS (the "Assignee").

WHEREAS:-

- (A) The Assignor has agreed to assign the patents and the patent applications, details of which are set out in the Schedule 1 hereto (the "Patents"), to the Assignee;
- (B) The Assignee has agreed to license certain rights in the Patents back to Assignor pursuant to the terms of Section 6 of the Parent IP Licence Agreement between Assignor and Assignee, dated November 16, 2016.

NOW IT IS HEREBY AGREED as follows:-

1. ASSIGNMENT

- 1.1 In consideration of the good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Assignee its right, title and interest in and to the Patents including all rights, privileges and advantages thereto including, without limitation, the right to take, defend or appeal proceedings, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof, and the right to claim priority from any patent application therein, including the right to claim priority from the priority chain of any such patent application, to hold unto the Assignee absolutely for the full term of the Patents.

1.2 FURTHER ASSURANCE

- 1.3 The Assignee shall be responsible for preparing and filing any documentation necessary for the recordal with any relevant intellectual property office of the transfer of ownership of the Patents from Assignor to the Assignee under this Assignment. The Assignee shall be responsible for all out-of-pocket filing fees and other costs and expenses associated with those recordals.

1.4 The Assignor shall, at the request and cost of the Assignee, execute and deliver any further documents that may be reasonably necessary to secure the vesting of the Patents in the Assignee under this Assignment.

1.5 The Assignor shall provide the Assignee with all such assistance as the Assignee may from time to time reasonably request for the purpose of defending or enforcing any of the Patents, provided that the Assignee indemnifies the Assignor for all costs reasonably incurred in respect of and any liabilities incurred by the Assignor as a result of such assistance.

3. THIRD PARTY RIGHTS

3.1 Subject to Clause 3.2, the parties do not intend that any term of this Assignment should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Assignment.

3.2 Certain provisions of this Assignment confer benefits on Affiliates (as such term is defined in the Contribution Agreement) of Assignee (other than Assignor) (each such Affiliate being for purposes of this Clause 3.2, a "Third Party") and, subject to Clause 3.3 are intended to be enforceable by each Third Party by virtue of the Contract (Rights of Third Parties) Act 1999.

3.3 Notwithstanding Clause 3.2, this Assignment may be varied in any way and at any time without the consent of any Third Party.

4. COUNTERPARTS

4.1 This Assignment may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

4.2 Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument.

5. GOVERNING LAW AND ARBITRATION

5.1 This Assignment is to be governed by and construed in accordance with English laws. Any matter, claim or dispute arising out of or in connection with this Assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English laws.

5.2 All disputes arising out of or in connection with this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). Capitalized terms used in this Clause 6.2 and not otherwise defined in this Assignment have the meanings given to them in the ICC Rules.

- (A) The arbitral tribunal shall consist of three arbitrators. The Claimant shall nominate one arbitrator and the Respondent shall nominate one arbitrator, in each case in accordance with the ICC Rules. The third arbitrator, who will act as president of the arbitral tribunal, shall be nominated jointly by the two co-arbitrators, provided that if the third arbitrator has not been so nominated within twenty (20) Business Days (as such term is defined in the Contribution Agreement) of the time-limit for service of the Answer, the third arbitrator shall be appointed by the ICC Court.
- (B) The place of arbitration shall be New York, USA.
- (C) Insofar as any provision contained in the ICC Rules is incompatible with applicable English law, that provision or relevant part of that provision shall be excluded.
- (D) The language of the arbitration shall be English.
- (E) The arbitral tribunal shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrator deems just and equitable and within the scope of this Assignment, including an injunction or other order for specific performance, but is not authorized to reform, modify or materially change this Assignment.
- (F) The parties shall keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other information or documents produced or disclosed by the parties or by witnesses in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority.
- (G) Notwithstanding anything in this Assignment to the contrary, a party may seek a temporary restraining order or preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis, pending the decision of the arbitral tribunal on the ultimate merits of any dispute.

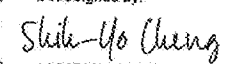
IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

SCHEDULE 1**Patents**

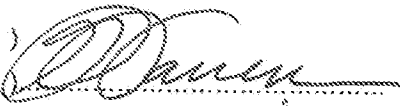
<u>Internal Ref.</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Title</u>
VER-39283-00-DP-CN	201930120883.3	3/22/2019	SUTURE TABS
VER-39283-00-DP-EP	006320099-0001	3/21/2019	SUTURE TABS
VER-39283-00-DP2	29/664,370	9/24/18	PLANAR ANTENNA
VER-39283-00-DP2-CN	201930120924.9	3/22/2019	PLANAR ANTENNA
VER-39283-00-DP2-EP	006320123-0001	3/21/2019	PLANAR ANTENNA
VER-39283-00-US	16/140,471	9/24/2018	IMPLANTABLE PULSE GENERATOR WITH SUTURE HOLES AND METHODS FOR IMPLANTING THE SAME
VER-39283-00-WO	PCT/US2019/052403	9/23/2019	IMPLANTABLE PULSE GENERATOR WITH SUTURE HOLES, METHODS FOR IMPLANTING THE SAME, AND ENCAPSULATION OF EXTERNAL COMPONENTS IN ACTIVE IMPLANTABLE MEDICAL DEVICES

Shih-Yo Cheng

Signed by
for and on behalf of
VERILY LIFE SCIENCES LLC

DocuSigned by:

AAC97A8BCB2A46A
Shih-Yo Cheng
8/12/2020

Signed by
for and on behalf of
**GALVANI BIOELECTRONICS
LIMITED**


Gwynedd Warren
8/19/2020