

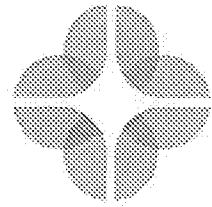
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7909056

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALBERT NUNEZ	04/08/2015
ERIC MILLER	04/08/2015
GARY MINKER	04/08/2015
ALEX NUNEZ	04/08/2015
RECEIVING PARTY DATA	
Name:	INNOVARIUS LTD.
Street Address:	22 MONROE HOUSE
Internal Address:	7 LORNE CLOSE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	NW8 7JN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16955868
CORRESPONDENCE DATA	
Fax Number:	(216)621-6165
<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:	2166211113
Email:	ip@rennerotto.com
Correspondent Name:	DON W. BULSON
Address Line 1:	1621 EUCLID AVENUE
Address Line 2:	NINETEENTH FLOOR
Address Line 4:	CLEVELAND, OHIO 44115
ATTORNEY DOCKET NUMBER:	VERT4PUS01
NAME OF SUBMITTER:	DON W. BULSON
SIGNATURE:	/Don W. Bulson/
DATE SIGNED:	04/19/2023
Total Attachments: 22	

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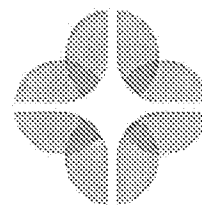


INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

The undersigned, Dr Albert Nunez, of [Insert address] ("*Developer*"), in consideration of the sum of £1 and as a condition of his/her/its engagement as an employee, contractor, consultant or service provider to Innovarius Ltd of 1st Floor, 76 New Bond Street, London, W1S 1RX, United Kingdom (the "*Company*"), does hereby agree with the Company as follows:

1. For purposes of this agreement, "*Intellectual Property Rights*" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patent applications, patents, patent disclosures, prior art and all rights in inventions (whether patentable or not), including US provisional patent application 62/049,802, filed on 12 September 2014 with the title "Life-Limited Applicator Antenna for Hyperthermic Therapy Apparatus", (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to the Company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of the Company or that relate to the business of the Company or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by the Company or which may be used in relation therewith, or that result from tasks assigned to Developer by the Company or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by the Company, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "*Developments*"), and in and to all works based upon, derived from, or incorporating such Developments, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under the Company's direction and control and have been specially ordered or commissioned by the Company. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of the Company, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to the Company. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by the Company prior to the date

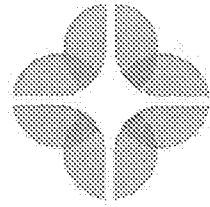


hereof, whether or not Developer is the named author or inventor, are owned solely by the Company, and that Developer has no right, title or interest therein, agrees that upon the request of the Company, and without any further compensation, will take such action and execute such documents as the Company may request to evidence and perfect the Company's ownership of such Developments. For the avoidance of doubt, the terms of this Agreement shall not apply to any developments, which are not set out, mentioned, or referred to directly or indirectly in this clause and are, therefore, not in relation to the Company or elsewhere in the Agreement. The Developer shall own rights in any developments made by the Developer, which are not related to the Company, or the Developments as defined in this clause.

3. Developer shall promptly disclose to the Company each Development and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Company. Following the disclosure of each Development to the Company, Developer will, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. In the event the Company is unable, after reasonable effort, to secure Developer's signature on any letters patent, copyright or other analogous protection relating to an Development, whether because of Developer's physical or mental incapacity or for any other reason whatsoever, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to the Company, its successors and assigns, the irrevocable, perpetual, exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing, for the avoidance of doubt, in the event that this Section 4 applies, the Developer shall have no right to use the Intellectual Property Rights in the Developments or the Developments and shall have no right to grant any other third party any rights or license in the Developments.

5. Developer warrants and represents that (i) Developer has the legal right and authority to enter into this Agreement and perform its obligations under this



Agreement; (ii) the performance of Developer's obligations and any Developments provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties; (iii) Developer will perform the services required by this Agreement and any statement of work in a professional and workmanlike manner in accordance with the generally accepted professional standards in effect at the time of such performance; and (iv) Developer is the owner of or otherwise has the unrestricted right to use, assign, sublicense the Developments.

6. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of my obligations hereunder without the necessity of any proof of actual damages or the posting of a bond or other security.

7. Developer understands that this Agreement does not create an employment agreement with the Company or other obligation on the part of the Company to retain Developer's services as an employee, contractor, consultant or service provider (unless otherwise agreed, in writing, by both parties).

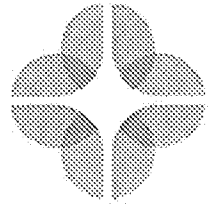
8. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee, contractor, consultant or service provider of the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by the Company. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

9. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with the Company regardless of the manner of such termination or cessation and shall be binding upon his/her/its heirs, executors, administrators, successors and assigns.

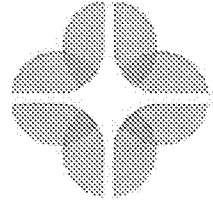
10. As at the date of this Agreement, the Developer warrants that: (i) each of the Developments are original and not copied from any other works or material. For the purposes of this Agreement, "*Moral Rights*" means any of the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute.

11. For the purposes of this Agreement, "*Claims*" means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments either at law or in equity or arising under the provisions of any statute.

12. The Developer must not make or authorize any public announcement or communication relating to this Agreement, the Intellectual Property Rights or the Developments without the prior written consent of the Company, except that the Developer may make a disclosure in relation to this document to comply with any applicable law or requirement of any regulatory body or government agency including any relevant stock exchange.



13. This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of England and the Developer hereby submits to the jurisdiction of the courts of England (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of England, and the Company and Developer each consent to the jurisdiction of such a court. The Company and Developer each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.



The undersigned have executed this Agreement as of the 8th day of April, 2015.

DEVELOPER:

Dr Albert Nunez

Albert J. Nunez DVM, CVA.
Printed Name

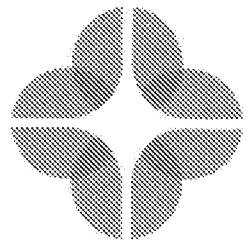
Albert J. Nunez DVM, CVA.
Signature

THE COMPANY:

For and on behalf of Innovarius Ltd

Devin Miller
Printed Name

[Signature]
Signature

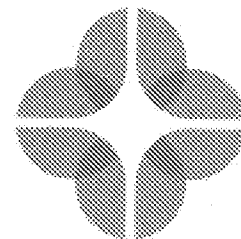


INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

The undersigned, Dr Eric Robert Miller, of 22 Monroe House, 7 Lorne Close, St Johns Wood NW8 7JN UK ("*Developer*"), in consideration of the sum of £1 and as a condition of his/her/its engagement as an employee, contractor, consultant or service provider to Innovarius Ltd of 1st Floor, 76 New Bond Street, London, W1S 1RX, United Kingdom (the "*Company*"), does hereby agree with the Company as follows:

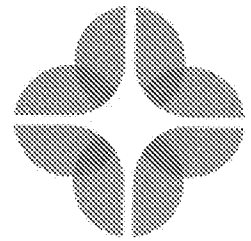
1. For purposes of this agreement, "*Intellectual Property Rights*" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patent applications, patents, patent disclosures, prior art and all rights in inventions (whether patentable or not), including US provisional patent application 62/049,802, filed on 12 September 2014 with the title "Life-Limited Applicator Antenna for Hyperthermic Therapy Apparatus", (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to the Company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of the Company or that relate to the business of the Company or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by the Company or which may be used in relation therewith, or that result from tasks assigned to Developer by the Company or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by the Company, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "*Developments*"), and in and to all works based upon, derived from, or incorporating such Developments, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under the Company's direction and control and



have been specially ordered or commissioned by the Company. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of the Company, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to the Company. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by the Company prior to the date hereof, whether or not Developer is the named author or inventor, are owned solely by the Company, and that Developer has no right, title or interest therein, agrees that upon the request of the Company, and without any further compensation, will take such action and execute such documents as the Company may request to evidence and perfect the Company's ownership of such Developments. For the avoidance of doubt, the terms of this Agreement shall not apply to any developments, which are not set out, mentioned, or referred to directly or indirectly in this clause and are, therefore, not in relation to the Company or elsewhere in the Agreement. The Developer shall own rights in any developments made by the Developer, which are not related to the Company, or the Developments as defined in this clause.

3. Developer shall promptly disclose to the Company each Development and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Company. Following the disclosure of each Development to the Company, Developer will, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. In the event the Company is unable, after reasonable effort, to secure Developer's signature on any letters patent, copyright or other analogous protection relating to an Development, whether because of Developer's physical or mental incapacity or for any other reason whatsoever, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Developer.



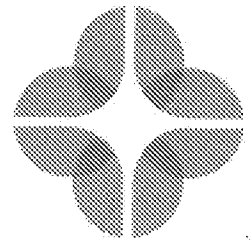
4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to the Company, its successors and assigns, the irrevocable, perpetual, exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing. For the avoidance of doubt, in the event that this Section 4 applies, the Developer shall have no right to use the Intellectual Property Rights in the Developments or the Developments and shall have no right to grant any other third party any rights or license in the Developments.

5. Developer warrants and represents that (i) Developer has the legal right and authority to enter into this Agreement and perform its obligations under this Agreement; (ii) the performance of Developer's obligations and any Developments provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties; (iii) Developer will perform the services required by this Agreement and any statement of work in a professional and workmanlike manner in accordance with the generally accepted professional standards in effect at the time of such performance; and (iv) Developer is the owner of or otherwise has the unrestricted right to use, assign, sublicense the Developments.

6. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of my obligations hereunder without the necessity of any proof of actual damages or the posting of a bond or other security.

7. Developer understands that this Agreement does not create an employment agreement with the Company or other obligation on the part of the Company to retain Developer's services as an employee, contractor, consultant or service provider (unless otherwise agreed, in writing, by both parties).

8. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee, contractor, consultant or service provider of the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by the Company. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.



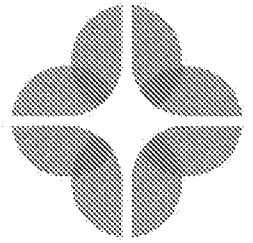
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10. As at the date of this Agreement, the Developer warrants that (i) each of the Developments are original and not copied from any other works or material. For the purposes of this Agreement, "*Moral Rights*" means any of the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute.

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13. This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of England and the Developer hereby submits to the jurisdiction of the courts of England (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of England, and the Company and Developer each consent to the jurisdiction of such a court. The Company and Developer each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.



The undersigned have executed this Agreement as of the 8th day of April, 2015.

DEVELOPER:

Dr Eric Robert Miller

Dr Eric Robert Miller

Printed Name

A handwritten signature in black ink, appearing to read 'Dr Eric Robert Miller', written over a horizontal line.

Signature

THE COMPANY:

For and on behalf of Innovarius Ltd

Shanon Miller

Printed Name

A handwritten signature in black ink, appearing to read 'Shanon Miller', written over a horizontal line.

Signature



INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

The undersigned, Mr Gary Minker ("*Developer*"), in consideration of and as a condition of his/her/its engagement as an employee, contractor, consultant or service provider to Innovarius Ltd (the "*Company*"), does hereby agree with the Company as follows:

1. For purposes of this agreement, "*Intellectual Property Rights*" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures, prior art and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to the Company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of the Company or that relate to the business of the Company or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by the Company or which may be used in relation therewith, or that result from tasks assigned to Developer by the Company or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by the Company, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "*Developments*"), and in



and to all works based upon, derived from, or incorporating such Developments, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under the Company's direction and control and have been specially ordered or commissioned by the Company. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of the Company, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to the Company. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by the Company prior to the date hereof, whether or not Developer is the named author or inventor, are owned solely by the Company, and that Developer has no right, title or interest therein, agrees that upon the request of the Company, and without any further compensation, will take such action and execute such documents as the Company may request to evidence and perfect the Company's ownership of such Developments. For the avoidance of doubt, the terms of this Agreement shall not apply to any developments, which are not set out, mentioned, or referred to directly or indirectly in this clause and are, therefore, not in relation to the Company or elsewhere in the Agreement. The Developer shall own rights in any developments made by the Developer, which are not related to the Company, or the Developments as defined in this clause.

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obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. In the event the Company is unable, after reasonable effort, to secure Developer's signature on any letters patent, copyright or other analogous protection relating to an Development, whether because of Developer's physical or mental incapacity or for any other reason whatsoever, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to the Company, its successors and assigns, the irrevocable, perpetual, exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing. For the avoidance of doubt, in the event that this Section 4 applies, the Developer shall have no right to use the Intellectual Property Rights in the Developments or the Developments and shall have no right to grant any other third party any rights or license in the Developments.

5. Developer warrants and represents that (i) Developer has the legal right and authority to enter into this Agreement and perform its obligations under this



Agreement; (ii) the performance of Developer's obligations and any Developments provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties; (iii) Developer will perform the services required by this Agreement and any statement of work in a professional and workmanlike manner in accordance with the generally accepted professional standards in effect at the time of such performance; (iv) Developer is the owner of or otherwise has the unrestricted right to use, assign, sublicense the Developments; and (v) that the use, assignment and sublicensing of the Developments and any other materials or services provided to the Company as contemplated hereby will not violate or infringe upon any rights of any nature whatsoever of any other party.

6. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of my obligations hereunder without the necessity of any proof of actual damages or the posting of a bond or other security.

7. Developer understands that this Agreement does not create an employment agreement with the Company or other obligation on the part of the Company to retain Developer's services as an employee, contractor, consultant or service provider (unless otherwise agreed, in writing, by both parties).

8. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee, contractor, consultant or service provider of the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by the Company. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

9. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with the Company regardless of



the manner of such termination or cessation and shall be binding upon his/her/its heirs, executors, administrators, successors and assigns.

10. As at the date of this Agreement, the Developer warrants that: (i) the Developments do not infringe any third party's Intellectual Property Rights or Moral Rights; and (ii) each of the Developments are original and not copied from any other works or material. For the purposes of this Agreement, "*Moral Rights*" means any of the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute.

11. The Developer indemnifies and will keep indemnified the Company in respect of all loss, damages, expenses, Claims suffered or incurred by the Company or awarded against the Company arising from a claim that the Company's ownership or use of any of the Developments or any derivative product constitutes an infringement of the Intellectual Property Rights or Moral Rights of any other person. For the purposes of this Agreement, "*Claims*" means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments either at law or in equity or arising under the provisions of any statute.

12. The Developer must not make or authorise any public announcement or communication relating to this Agreement, the Intellectual Property Rights or the Developments without the prior written consent of the Company, except that the Developer may make a disclosure in relation to this document to comply with any applicable law or requirement of any regulatory body or government agency including any relevant stock exchange.

13. This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of England and the Developer hereby submits to the jurisdiction of the courts of England (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of England, and the Company and Developer each consent to the jurisdiction of such a court. The Company and

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Developer each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

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The undersigned have executed this Agreement as of the 8th day of April, 2015.

DEVELOPER:

THE COMPANY:

Mr Gary Minker

INNOVARIUS LLC

GARY MINKER

Printed Name

D. Eric Miller

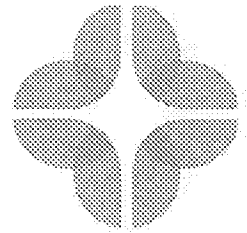
Printed Name

Gary A. Minker

Signature

[Handwritten Signature]

Signature



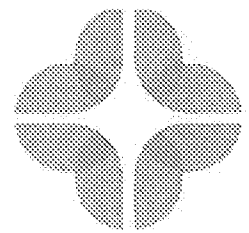
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

The undersigned, Mr Alex Nunez, of 188 S Hampton Dr Jupiter, FL 33458 ("*Developer*"), in consideration of the sum of £1 and as a condition of his/her/its engagement as an employee, contractor, consultant or service provider to Innovarius Ltd of 1st Floor, 76 New Bond Street, London, W1S 1RX, United Kingdom (the "*Company*"), does hereby agree with the Company as follows:

1. For purposes of this agreement, "*Intellectual Property Rights*" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patent applications, patents, patent disclosures, prior art and all rights in inventions (whether patentable or not), including US provisional patent application 62/049,802, filed on 12 September 2014 with the title "Life-Limited Applicator Antenna for Hyperthermic Therapy Apparatus", (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to the Company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of the Company or that relate to the business of the Company or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by the Company or which may be used in relation therewith, or that result from tasks assigned to Developer by the Company or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by the Company, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "*Developments*"), and in and to all works based upon, derived from, or incorporating such Developments, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under the Company's direction and control and have been specially ordered or commissioned by the Company. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of the Company, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to the Company. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by the Company prior to the date

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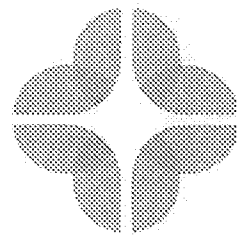
hereof, whether or not Developer is the named author or inventor, are owned solely by the Company, and that Developer has no right, title or interest therein, agrees that upon the request of the Company, and without any further compensation, will take such action and execute such documents as the Company may request to evidence and perfect the Company's ownership of such Developments. For the avoidance of doubt, the terms of this Agreement shall not apply to any developments, which are not set out, mentioned, or referred to directly or indirectly in this clause and are, therefore, not in relation to the Company or elsewhere in the Agreement. The Developer shall own rights in any developments made by the Developer, which are not related to the Company, or the Developments as defined in this clause.

3. Developer shall promptly disclose to the Company each Development and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Company. Following the disclosure of each Development to the Company, Developer will, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. In the event the Company is unable, after reasonable effort, to secure Developer's signature on any letters patent, copyright or other analogous protection relating to an Development, whether because of Developer's physical or mental incapacity or for any other reason whatsoever, Developer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to the Company, its successors and assigns, the irrevocable, perpetual, exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing. For the avoidance of doubt, in the event that this Section 4 applies, the Developer shall have no right to use the Intellectual Property Rights in the Developments or the Developments and shall have no right to grant any other third party any rights or license in the Developments.

5. Developer warrants and represents that (i) Developer has the legal right and authority to enter into this Agreement and perform its obligations under this

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Agreement; (ii) the performance of Developer's obligations and any Developments provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties; (iii) Developer will perform the services required by this Agreement and any statement of work in a professional and workmanlike manner in accordance with the generally accepted professional standards in effect at the time of such performance; and (iv) Developer is the owner of or otherwise has the unrestricted right to use, assign, sublicense the Developments.

6. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of my obligations hereunder without the necessity of any proof of actual damages or the posting of a bond or other security.

7. Developer understands that this Agreement does not create an employment agreement with the Company or other obligation on the part of the Company to retain Developer's services as an employee, contractor, consultant or service provider (unless otherwise agreed, in writing, by both parties).

8. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee, contractor, consultant or service provider of the Company, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by the Company. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

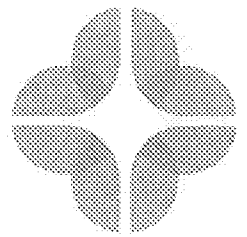
9. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with the Company regardless of the manner of such termination or cessation and shall be binding upon his/her/its heirs, executors, administrators, successors and assigns.

10. As at the date of this Agreement, the Developer warrants that: (i) each of the Developments are original and not copied from any other works or material. For the purposes of this Agreement, "*Moral Rights*" means any of the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute.

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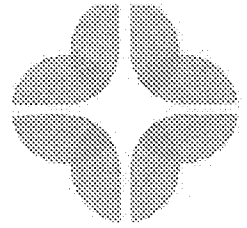
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13. This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of England and the Developer hereby submits to the jurisdiction of the courts of England (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of England, and the Company and Developer each consent to the jurisdiction of such a court. The Company and Developer each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

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The undersigned have executed this Agreement as of the 8th day of April, 2015.

DEVELOPER:

Mr Alex Nunez

Alexander J Nunez
Printed Name

[Handwritten Signature]
Signature

THE COMPANY:

For and on behalf of Innovarius Ltd

D Eric Miller
Printed Name

[Handwritten Signature]
Signature