

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7959375

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HERMES INNOVATIONS, LLC	03/06/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	M. I. ADVANCED THERMOSURGERY, INC.	
<b>Street Address:</b>	35 S MAIN STREET	
<b>City:</b>	HANOVER	
<b>State/Country:</b>	NEW HAMPSHIRE	
<b>Postal Code:</b>	03755	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16859134
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)212-7562	
<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>	6502121700	
<b>Email:</b>	info@shayglenn.com, eackerman@shayglenn.com	
<b>Correspondent Name:</b>	SHAY GLENN LLP	
<b>Address Line 1:</b>	155 BOVET RD, SUITE 710	
<b>Address Line 4:</b>	SAN MATEO, CALIFORNIA 94402	
<b>ATTORNEY DOCKET NUMBER:</b>	14909-700.200 (2 OF 2)	
<b>NAME OF SUBMITTER:</b>	EMILY ACKERMAN	
<b>SIGNATURE:</b>	/W. Benjamin Glenn/	
<b>DATE SIGNED:</b>	05/17/2023	
<b>Total Attachments: 7</b>		
source=14909-700.200 Assignment Recordation Cover Sheet (HRMS to MI Adv Thermo) as filed#page1.tif		
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

<p>1. Name of conveying party(ies):</p> <p><b>(1) Hermes Innovations, LLC</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>M. I. Advanced Thermosurgery, Inc.</b> <b>35 S Main Street</b> <b>Hanover, NH 03755</b></p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p>	<p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State:                              Zip:</p> <p>Country:</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p>	
<p>A. Patent Application No.(s) – <b>16/859,134</b></p> <p>Title: <b>ANASTOMOSIS DEVICE AND METHOD</b></p>	<p>B. Patent No.(s) -</p> <p>Title:</p>
<p align="center">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>W. Benjamin Glenn</b> <b>Shay Glenn LLP</b> <b>155 Bovet Rd, Suite 710</b> <b>San Mateo, CA 94402</b></p>	<p>6. Total number of applications and patents involved: <u>1</u></p>
<p>7. Total fee (37 CFR 1.21(h)(1)):</p>	<p>\$0.00</p>
<p>DO NOT USE THIS SPACE</p>	
<p>8. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p>	
<p><u>W. Benjamin Glenn Reg. No. 44713</u></p> <p>Name of Person Signing</p>	<p align="center"><u>/ W. Benjamin Glenn /</u></p> <p align="center">Signature</p>
<p align="right"><u>May 17, 2023</u></p> <p align="right">Date</p>	
<p align="right">Total number of pages including cover sheet, attachments, and documents: 7</p>	

## ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“**Agreement**”) is made as of the date signed by the last party to sign below (“**Effective Date**”) between M.I. Advanced Thermosurgery, Inc., a Delaware corporation (“**Assignee**”) and Hermes Innovations, Inc. (“**Assignor**”). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

### 1. Definitions

1.1 “**Assigned Property**” means any and all assets, Intellectual Property and Intellectual Property Rights set forth on Schedule A hereto.

1.2 “**Change of Control**” means a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company.

1.3 “**Company**” means M.I. Advanced Thermosurgery, Inc.

1.4 “**Direct Listing**” means the initial listing of the common stock (or other equity securities of the Company) on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace approved by the Company’s board of directors (the “**Board**”) by means of an effective registration statement filed by the Company with the Securities and Exchange Commission, without a related underwritten offering of such common stock (or other equity securities).

1.5 “**Fully-Diluted Basis**” is calculated as of immediately following the equity financing, and (without double counting, in each case calculated on an as-converted-to-common-stock basis): (i) includes all shares of capital stock issued and outstanding; (ii) includes all issued and outstanding options; (iii) includes the unissued option pool; and (iv) excludes all Top-Up Shares.

1.6 “**Intellectual Property**” means (a) the inventions and discoveries directly related to the field of (i) devices and methods for performing gastrointestinal anastomosis procedures and (ii) devices for sealing intestines as directly related to such gastrointestinal anastomosis procedures (the “**Field**”) set forth on Exhibit A hereto (“**Inventions**”); and (b) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features directly related to the Field (“**Trademarks**”); and (c) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques directly related to the Field (“**Confidential Information**”).

1.7 “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: (a) rights granted under the Copyright Act (“**Copyrights**”); (b) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act; (c) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act; (d) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Defend Trade Secrets Acts and Uniform Trade Secrets Act; and (e) rights of attribution and integrity and other moral rights of an author (“**Moral Rights**”).

1.8 “**IPO**” means the Company’s first underwritten public offering of its common stock under the Securities Act of 1933, as amended.

1.9 “**SPAC Transaction**” means a transaction or series of related transactions by merger, consolidation, share exchange or otherwise of the Company with a publicly traded “special purpose acquisition company” or its subsidiary (collectively, a “**SPAC**”), immediately following the consummation of which the common stock or share capital of the SPAC or its successor entity is listed on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace approved by the Board.

**2. Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights that Assignor may have in the Assigned Property.

**3. Delivery of Technology.** Within a reasonable period of time after the Effective Date, Assignor will promptly deliver to Assignee (or put Assignee in possession of) all embodiments of the Assigned Property (collectively, the “**Delivered Technology**”), including by electronic means to the extent practicable, and in the form and to the locations reasonably convenient to Assignor. All Delivered Technology will be delivered solely by electronic transmission through remote telecommunications as described in California Board of Equalization Sales and Use Tax Regulations Section 1502(f)(1)(D), where Assignee does not obtain possession of any tangible personal property, such as storage media, in connection with the transfer, and Assignor and Assignee will prepare and retain in their business records contemporaneous documentation of such transfers. Without limiting the generality of the foregoing, if at any time following the transfer of Delivered Technology it becomes apparent that any asset that constitutes Delivered Technology that should have been transferred and delivered to Assignee was not so transferred and delivered, then Assignor will (with Assignee’s reasonable assistance), as promptly as practicable: (a) transfer and deliver such undelivered asset to Assignee or as Assignee may reasonably direct, for no additional consideration; and (b) hold such asset in trust for the benefit of Assignee until such time as such transfer and delivery is completed.

**4. Consideration.** In consideration for assignments made by Assignor under this Agreement, Assignee will grant Assignor 2,500,000 shares of Company’s common stock, par value \$0.00001. When issued, those shares will represent 20% of the outstanding capital stock of the Company on a Fully Diluted Basis as of the Effective Date, to persons specified by Assignor (the “**Designees**”), in the amounts set forth below.

Tass Adorjan	6%
Daniel Truckai	3%
Tamas Truckai	3%
Zsolt Truckai	3%
Csaba Truckai	5%

Each such issuance of common stock will be made pursuant to a Common Stock Issuance Agreement, among the Company, the Assignor, and the Designees.

**4.1 Anti-Dilution Protection.** Following completion of any equity financing of the Company, Company will issue to Assignor, without further consideration, any additional shares (the “**Top-Up Shares**”) of the Company’s common stock issued pursuant to Section 4 necessary to ensure that the number of shares issued to Assignor pursuant to Section 4 and this Section 4.1 does not represent less than 5% of the shares issued and outstanding on a Fully-Diluted Basis immediately following completion of issuance of all shares to be issued in connection with the equity financing (“**Anti-Dilution Rights**”). Notwithstanding anything else in this Agreement, the Anti-Dilution Rights shall automatically terminate upon the earlier of (i) immediately prior to the consummation of an IPO or Direct Listing by the Company or the closing of a SPAC Transaction (the date of the earliest of such occurrences in this clause (i)), (ii) immediately prior the closing of a Change of Control, (iii) first commercial launch of a GI anastomosis system; or (iv) at such time as the Company has raised at least \$15,000,000 in equity financing in the aggregate.

**5. Confidentiality.** Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

**6. Representations and Warranties.** Assignor represents and warrants to Assignee that: (a) Assignor exclusively owns all right, title, and interest in and to the Assigned Property; (b) Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (c) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (d) to Assignor’s knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; (e) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property; (f) Assignor has not assigned any ownership interest in, under, or to any Intellectual Property or Intellectual Property Rights that would have been Assigned Property but for that assignment prior to the Effective Date (other than those that have been irrevocably assigned to Assignee); and (g) there is no Intellectual Property or Intellectual Property Rights that would have been Assigned Property but for ownership of such Intellectual Property or Intellectual Property Rights vesting in a third party (through work made for hire or otherwise) (other than those that have irrevocably vested in Assignee).

## **7. Further Assurances**

**7.1 Assistance.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain, and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest, and will be irrevocable.

## **8. Miscellaneous**

8.1 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without reference to its conflict of laws provisions that would result in the application of the laws of another jurisdiction.

8.2 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.3 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

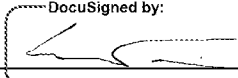
8.4 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

*[signature page follows]*

Agreed:

**CSABA TRUCKAI**

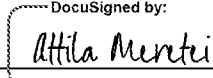
**M.I. ADVANCED THERMOSURGERY, INC.**

By:  DocuSigned by:  
28118E9EB7D34D5...

Name (print): Csaba Truckai

Title: Individual

Date: March 6, 2023

By:  DocuSigned by:  
47DD94A0AE584BD...

Name (print): Attila Meretei

Title: President

Date: March 7, 2023



## **SCHEDULE A ASSIGNED PROPERTY**

Assigned Property comprises:

- 1) The subject matter captured in reports prepared by MedRes KFT for Hermes LLC under the agreement between the parties known as the project “ATS”.
- 2) The concept of intestinal mucosa transplantation to protect healing GI anastomoses, as discussed between Mr. Truckai and Attila Meretei.
- 3) Design concepts produced by Medres KFT or Hermes LLC and transferred to Hermes LLC related to a linear intestinal sealer with RF and with or/without staples and to end-to-end anastomosis devices using staples, RF or both.
- 4) The following patent applications:
  - a. Docket No. HRMS-P-Z00.600-US; Appl. No. 62/838,694
  - b. Docket No. HRMS-P-Z00.601-US; Appl. No. 62/845,449
  - c. Docket No. HRMS-N-Z006.00-US; Appl. No. 16/859,134 (filed Apr. 27, 2020)
  - d. Docket No. HRMS-N-Z006.00-WO; PCT Application No. PCT/US2020/030039 (filed Apr. 27, 2020)
  - e. Docket No. HRMS-P-Z008.00-US; Appl. No. 63/381,869
  - f. Docket No. HRMS-P-Z009.00-US; Appl. No. 63/387,415
- 5) Any and all assets, if any, owned by Assignor as of the Effective Date that are directly related to the Field as defined in Section 1.6.