

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8088931

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ERRONEOUSLY FILED APPLICATION NO. OF 11045322 previously recorded on Reel 063284 Frame 0321. Assignor(s) hereby confirms the ASSIGNMENT.
RESUBMIT DOCUMENT ID:	507868927

CONVEYING PARTY DATA

Name	Execution Date
DR. DAVID PHILLIP KIRWAN	05/29/2022

RECEIVING PARTY DATA

Name:	MATORTHO LIMITED
Street Address:	19/20 MOLE BUSINESS PARK, RANDALLS ROAD, LEATHERHEAD
City:	SURREY
State/Country:	UNITED KINGDOM
Postal Code:	KT22 7BA

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15765201
Application Number:	17338457

CORRESPONDENCE DATA

Fax Number: (914)288-0023
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.

Phone: 9142880022
Email: uspto@leasonellis.com
Correspondent Name: LEASON ELLIS LLP
Address Line 1: ONE BARKER AVENUE, FIFTH FLOOR
Address Line 4: WHITE PLAINS, NEW YORK 10601

ATTORNEY DOCKET NUMBER:	10943/808000-000
NAME OF SUBMITTER:	SUSIE S. CHENG
SIGNATURE:	/Susie S. Cheng/
DATE SIGNED:	08/01/2023

Total Attachments: 5

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8083837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DR. DAVID PHILLIP KIRWAN	05/29/2022
RECEIVING PARTY DATA	
Name:	MATORTHO LIMITED
Street Address:	19/20 MOLE BUSINESS PARK, RANDALLS ROAD
City:	LEATHERHEAD, SURREY
State/Country:	UNITED KINGDOM
Postal Code:	KT22 7BA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11045322
CORRESPONDENCE DATA	
Fax Number:	(914)288-0023
<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:	9142880022
Email:	uspto@leasonellis.com
Correspondent Name:	LEASON ELLIS LLP
Address Line 1:	ONE BARKER AVENUE
Address Line 4:	WHITE PLAINS, NEW YORK 10601
ATTORNEY DOCKET NUMBER:	10943/808000-000
NAME OF SUBMITTER:	SUSIE S. CHENG
SIGNATURE:	/Susie S. Cheng/
DATE SIGNED:	07/28/2023
Total Attachments: 6	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7894194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
DR. DAVID PHILLIP KIRWAN	05/29/2022
RECEIVING PARTY DATA	
Name:	MATORTHO LIMITED
Street Address:	19/20 MOLE BUSINESS PARK, RANDALLS ROAD, LEATHERHEAD
City:	SURREY
State/Country:	UNITED KINGDOM
Postal Code:	KT22 7BA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17338457
Application Number:	11045322
CORRESPONDENCE DATA	
Fax Number:	(914)288-0023
<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:	9142880022
Email:	uspto@leasonellis.com
Correspondent Name:	LEASON ELLIS LLP
Address Line 1:	ONE BARKER AVENUE, FIFTH FLOOR
Address Line 4:	WHITE PLAINS, NEW YORK 10601
ATTORNEY DOCKET NUMBER:	10943/808000-000
NAME OF SUBMITTER:	SUSIE S. CHENG
SIGNATURE:	/Susie S. Cheng/
DATE SIGNED:	04/11/2023
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PATENT
REEL: 064448 FRAME: 0684

AGREEMENT

This Agreement is made on the date of last execution of this Agreement.

Between:

MatOrtho Limited 13 Mole Business Park, Randalls Road, Leatherhead, Surrey KT22 7BA, United Kingdom, email Simon.Collins@matortho.com (**MatOrtho**);

and

Dr David Phillip Kirwan (ABN 80 519 979 204) of 595 Smollett Street, Albury, New South Wales, 2640, Australia email kirwan@hotkey.net.au (**Dr Kirwan**)

- A. The parties entered a MatOrtho License for Stealth Femoral Stem Development Contract: Femoral Hip Development dated 19th October 2018 and signed 25th October 2018 (the **Development Agreement**).
- B. The Development Agreement terminated on or about 28 April 2022.
- C. This Agreement replaces any continuing obligations of the Development Agreement.

1. In this Agreement:

Developed IP means the Developed Intellectual Property as defined in clause 1.4 of the Development Agreement and includes the Patent.

Development means the Development as defined in clause 1.5 of the Development Agreement.

Exploit includes manufacture and sale and includes sub-licensing.

Net Selling Price has the same meaning in this Agreement as in clause 1.8 of the Development Agreement but in relation to the sale of a Product as defined in this Agreement.

Patent means the patent resulting from the Development work under the Development Agreement and relates to a ceramic monobloc femoral component, being United Kingdom patent no 2585397 and includes its derivatives.

Product means a femoral hip stem system the design and specification of which has been developed and finalised with Dr Kirwan's assistance in the course of the Development, comprising a range of monobloc ceramic femoral hip stems to suit typical patient anatomical variations.

Royalty means the royalty payable to Dr Kirwan by MatOrtho under clause 7 of this Agreement.

Kirwan Background IP means the patent family set out in the Schedule.

2. The Patent is wholly owned by MatOrtho and Dr Kirwan assigns to MatOrtho absolutely with full title guarantee any rights Dr Kirwan may have to the Patent and the invention claimed by the Patent and any other rights Dr Kirwan has in the Developed IP.
3. If Dr Kirwan is considered an inventor under the law of the country of any patent application of MatOrtho that is a derivative of the Patent, he will be named as such in the patent application.
4. The Kirwan Background IP remains the property of Dr Kirwan.
5. MatOrtho has no objection to Dr Kirwan applying the matters covered by the Patent and the Developed IP world-wide in relation to the same design but made from titanium (or any other metal or metal alloy) and non-monoblock, i.e. not including any ceramic element or part. This use is free of charge and no royalties will be payable to MatOrtho for this use. Dr Kirwan is entitled to modify this design in his discretion and MatOrtho will have no right or interest in such modifications.
6. Dr Kirwan will assist MatOrtho if required in relation to the prosecution and/or protection against infringement of the Patent and clause 8.3 of the Development Agreement shall continue to apply to any further patent filings of derivatives of the Patent. Subject to the following, any such assistance will be provided by Dr Kirwan free of charge apart from any costs/expenses in relation

to patent prosecution or patent infringement. In addition, if, MatOrtho requests Dr Kirwan to attend any meeting or hearing which necessitates him travelling more than 80 kilometres from his home address, MatOrtho will pay Dr Kirwan a per diem amount equal to AU\$3,000 for each day that MatOrtho requests Dr Kirwan to attend, or travel to or from, such meeting or hearing. This amount of AU\$3,000 (**Fee**) will be increased on each anniversary of the date of this Agreement to an amount calculated by multiplication of the then current Fee by a fraction, the denominator of which is the CPI current one year previously and the numerator of which is the then current CPI. In this clause **CPI** means the weighted average of the All Groups Price Index Numbers for the eight capital cities of the states and territories of Australia published from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia.

7. If MatOrtho is able to Exploit the Patent, MatOrtho will pay Dr Kirwan a Royalty of 3% of the Net Selling Price of all Products sold worldwide received by MatOrtho from the Exploitation of the Patent via Products. Clauses 5.2-5.7 inclusive of the Development Agreement will apply to the Royalties payable to Dr Kirwan under this Agreement. Clauses 1.12, 1.3 and 19 of the Development Agreement (family trust) will apply so the trust/trustee may enforce the Royalty.
8. Dr Kirwan hereby grants to MatOrtho a non-exclusive, worldwide licence to use and have used the Kirwan Background IP so that MatOrtho may Exploit the Patent for the purposes of the development, manufacture and sale of a femoral hip system including only a monobloc ceramic femoral stem component.
9. Despite clause 11.1 of the Development Agreement, Dr Kirwan will be entitled to retain for his records all documents, notes and other records or copies thereof in his possession or under his control related to the Development or the business affairs of MatOrtho.
10. This Agreement may be terminated by mutual agreement or by Dr Kirwan if MatOrtho fails to comply with any of clauses 5.2-5.7 inclusive of the Development Agreement in relation to the Royalty in accordance with clause 7 and MatOrtho fails to remedy the breach within 60 days of written notice by Dr Kirwan of the breach.
11. If this Agreement is terminated in accordance with clause 10, MatOrtho shall immediately pay all Royalties accrued at that time and MatOrtho may fulfil any contracts for the supply of Products existing at the date of termination for a maximum period of twelve months from the date of termination. Such Royalties will be payable to Dr Kirwan on sales in accordance with clauses 5.2-5.7 of the Development Agreement.
12. Clause 14.2 of the Development Agreement (assignment by MatOrtho) shall apply to this Agreement as if references to "Products" were references to the Products under this Agreement and references to "this Agreement" were references to this Agreement.
13. This Agreement is governed by English law and clause 13.1 of the Development Agreement shall apply to this Agreement.
14. Any notice to be given in connection with this Agreement may be served by personal delivery or recorded delivery or email to the address specified in this Agreement or other address subsequently notified by the party in writing. This Agreement may be executed and delivered electronically, including by email.

EXECUTED as an agreement

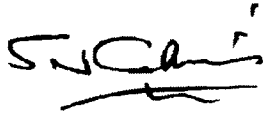
SIGNED by Dr David Phillip Kirwan



Signature

Date: 29.05.22

EXECUTED for and on behalf of **MatOrtho Limited** by its duly authorised officer



Name: Simon Collins

Position Research and Development Director

Date: 20th May 2022

SCHEDULE			
Number	Country	Title	Status
11,045,322	United States of America	Hip prosthesis	Granted
17/338,457	United States of America	Hip prosthesis	Pending
EP3355833	Europe	Hip prosthesis	Pending