

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8132052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID HUGO DEATON	04/08/2021
CHESAPEAKE VASCULAR P.C.	04/08/2021
RECEIVING PARTY DATA	
Name:	LIMFLOW S.A.
Street Address:	95 BIS BOULEVARD PEREIRE
City:	PARIS
State/Country:	FRANCE
Postal Code:	75017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18189847
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	LIMF.029C3
NAME OF SUBMITTER:	ALBERT J. SUERIAS
SIGNATURE:	/Albert J. Sueiras/
DATE SIGNED:	08/24/2023
Total Attachments: 5	
source=2023-08-24 Executed Assignment (Deaton to S.A.) - LIMF.029C3#page1.tif	
source=2023-08-24 Executed Assignment (Deaton to S.A.) - LIMF.029C3#page2.tif	
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ASSIGNMENT

WHEREAS, **David Hugo Deaton**, residing at Crownsville, Maryland, USA ("CVP INVENTOR"), along with Rowan Olund Hettel, Steven Kum, and Sophie Humbert, invented certain new and useful improvements, technology, inventions, developments, ideas, and/or discoveries related to **DEVICES AND METHODS FOR INCREASING BLOOD PERFUSION TO A DISTAL EXTREMITY** ("Inventions") for which an application for Letters Patent has been filed (identified above) with the United States Patent and Trademark Office as the Receiving Office of the World Intellectual Property Organization ("Application").

WHEREAS, the CVP INVENTOR is, or at the relevant time was, operating as **Chesapeake Vascular P.C.** ("CVP") (the CVP INVENTOR and CVP collectively referred to herein as "ASSIGNOR");

WHEREAS, **LimFlow S.A.**, a French corporation having a principal place of business at 95 Bis Boulevard Periere, 75017, Paris, France ("ASSIGNEE"), entered into a Physician Consulting Agreement March 17, 2017 with ASSIGNOR ("PCA");

WHEREAS, the PCA in Section 7 provides that any and all "Inventions" (as defined in Section 7(a) of the PCA) shall be the sole and exclusive property of ASSIGNEE;

WHEREAS, ASSIGNOR and ASSIGNEE agree that the Inventions and the Application defined herein are "Inventions" as defined the PCA;

WHEREAS, ASSIGNOR has assigned to ASSIGNEE all its rights, title, and interest in and to "Inventions" as defined in the PCA and therefore the Inventions and the Application by way of the "hereby transfers and assigns" language in the PCA;

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm that ASSIGNEE has acquired all of the rights, title, and interest of the ASSIGNOR in and to the improvements of or disclosed in the Inventions and the Application and all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer and, set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to each of the following:

A. The Inventions, including without limitation any of ASSIGNOR's improvements thereto, whether conceived and/or reduced to practice by the ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR's Inventions that may be disclosed therein, and any other applications in which the Inventions are disclosed; all provisional applications (including, but not limited to, U.S. Provisional Patent App. No. 62/929,366, filed November 1, 2019, U.S. Provisional Patent App. No. 63/004,763, filed April 3, 2020; and U.S. Provisional Patent App. No. 63/072,423, filed August 31, 2020) and nonprovisional applications relating to the Application and/or claiming the priority benefit of the Application that have been filed or may hereafter be filed ("Related Applications"), including all divisionals, continuations, continuations-in-part, reissues, and reexaminations of the Application and Related Applications, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may

hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

C. Those items of ASSIGNOR's tangible property embodying or describing the Inventions, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

D. All claims and causes of action for infringement of or damage to all rights related to the Inventions, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Inventions, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Inventions in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out their obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Inventions to the ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors, legal representatives, and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by any ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any agreement or any other affiliation between the ASSIGNEE and ASSIGNOR, including the PCA.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of their knowledge, the inventions are patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, the rights of ASSIGNEE, its successors, legal representatives, and assigns, granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification, or waiver of any provision of this Assignment Agreement, and only an amendment, modification, or waiver contained in a written agreement signed by both ASSIGNEE and each ASSIGNOR shall be effective.

(The remainder of this page left blank. Two (2) signature pages follow.)

Signature by David Hugo Deaton acknowledging and confirming assignment from David Hugo Deaton to Chesapeake Vascular P.C.

Signature: [Signature] Date: 8-Apr-2021

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Signature by Chesapeake Vascular P.C. accepting and confirming assignment from David Hugo Deaton to Chesapeake Vascular P.C.

Signature: [Signature] Date: 8-Apr-2021

Name Printed: David H. Deaton

Title: President

Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: PCT/US2020/058263
Filing Date: October 30, 2020

Docket Number: LIMF.029WO
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Signature by Chesapeake Vascular P.C. acknowledging and confirming assignment from
Chesapeake Vascular P.C. to LimFlow S.A.

Signature: [Signature] Date: 8-Apr-2021
Name Printed: David A. Deaton
Title: President

*Signature before a Notary is desirable but not required. When signed in
presence of a Notary, please attach the appropriate notarial documentation.*

Signature by LimFlow S.A. accepting and confirming assignment from Chesapeake Vascular
P.C. to LimFlow S.A.

Signature: [Signature] Date: 9.4.2021
Name Printed: DANIEL ROSE
Title: CEO

*Signature before a Notary is desirable but not required. When signed in
presence of a Notary, please attach the appropriate notarial documentation.*

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