508208966 11/02/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8256153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PROVIDIEN THERMOFORMING INC.	08/01/2023

RECEIVING PARTY DATA

Name:	CARLISLE MEDICAL TECHNOLOGIES, LLC
Street Address:	100 TENSOLITE DRIVE
City:	ST AUGUSTINE
State/Country:	FLORIDA
Postal Code:	32092

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	10293541
Patent Number:	9610726

CORRESPONDENCE DATA

Fax Number: (513)241-6234

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: 513-241-2324

Email: pschreiber@whe-law.com

Correspondent Name: WOOD HERRON & EVANS, LLP

Address Line 1: 600 VINE STREET

Address Line 2: SUITE 2800

Address Line 4: CINCINNATI, OHIO 45202

ATTORNEY DOCKET NUMBER:	CAINT-01
NAME OF SUBMITTER:	KURT A. SUMME
SIGNATURE:	/Kurt A. Summe/
DATE SIGNED:	11/01/2023

Total Attachments: 6

source=Redacted_Assest_Purchase_Agreement#page1.tif source=Redacted_Assest_Purchase_Agreement#page2.tif source=Redacted_Assest_Purchase_Agreement#page3.tif source=Redacted_Assest_Purchase_Agreement#page4.tif

PATENT 508208966 REEL: 065445 FRAME: 0496

source=Redacted_Assest_Purchase_Agreement#page5.tif source=Redacted_Assest_Purchase_Agreement#page6.tif

> PATENT REEL: 065445 FRAME: 0497

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "<u>Agreement</u>") is made and entered into effective as of August 1, 2023 (the "<u>Effective Date</u>") by and between:

Providien Thermoforming Inc., a corporation incorporated and existing under the laws of the State of California, U.S.A. ("Seller"); and

Carlisle Medical Technologies, LLC, a limited liability company formed and existing under the laws of the State of California, U.S.A. ("Buyer").

(Seller and Buyer are collectively referred to as the "Parties," and each individually as a "Party".)

Recitals

- A. Buyer and Seller are indirectly wholly-owned by Carlisle Companies Incorporated, a corporation organized and existing under the laws of the State of Delaware, U.S.A. ("Carlisle").
- B. Carlisle has determined that it is advisable and in the best interests of Carlisle to effect an internal, legal restructuring involving certain of its affiliates, including, without limitation, Buyer and Seller (the "Restructuring").
- C. In connection with the Restructuring, Seller desires to sell, convey, transfer and assign to Buyer, and Buyer desires to purchase, acquire, accept, and assume from Seller, all of the Assets and Liabilities (as defined herein), effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 - Definitions

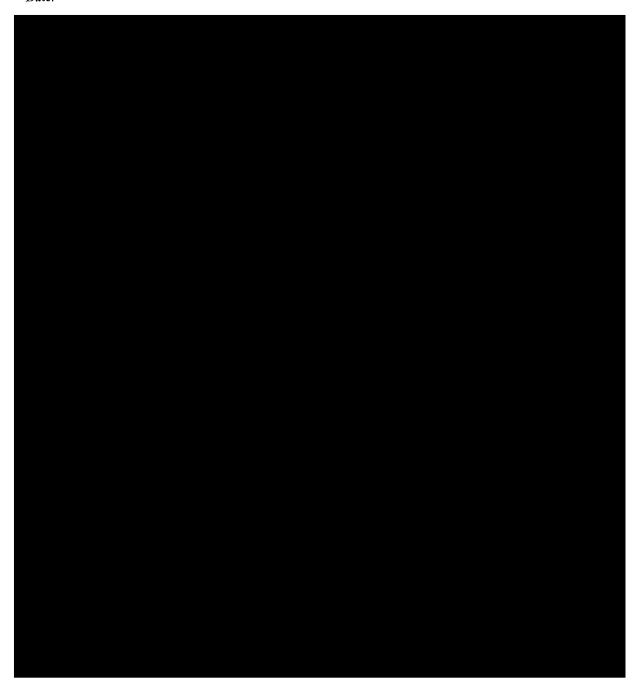
Except as may otherwise be expressly provided herein, the following capitalized terms used in this Agreement shall have the meanings set forth in this <u>Section 1</u>.

- 1.1 <u>Assets</u>. For purposes of this Agreement, "<u>Assets</u>" means all of Seller's assets, properties and rights, including goodwill, and any rights arising under Contracts (as defined below), wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent.
- 1.2 <u>Liabilities</u>. For purposes of this Agreement, "<u>Liabilities</u>" means the debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, in each case whether such Liabilities arise or accrue prior to, on or after the Effective Date.
- 1.3 <u>Contracts</u>. For purposes of this Agreement, "<u>Contracts</u>" means all existing agreements, undertakings, and contracts to which Seller is a party and which have not been fully performed on the Effective Date.

1

Section 2 – Purchase and Sale of Assets

2.1 <u>Sale of Assets.</u> Effective as of the Effective Date, Buyer hereby purchases, acquires and accepts from Seller, and Seller hereby sells, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the Assets. Without limiting the generality of the foregoing and subject to <u>Section 6.1</u> hereof, Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller's right, title, benefit and interest in and to the Contracts with effect as of the Effective Date.



Section 6 - Miscellaneous

Beneficial Ownership. It is the intention of the Parties that the sale and purchase of the 6.1 Assets and assumption of Liabilities shall be effective as of the Effective Date, from and after which date Buyer shall be the beneficial owner of the Assets for all purposes and that all the benefits and burdens of ownership of the Assets and Liabilities shall transfer to Buyer on the Effective Date. However, the Parties acknowledge and agree that certain of the transfers contemplated by this Agreement may not be effected on or before the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on or before the Effective Date, Seller and Buyer shall cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date. Nothing herein shall effect the transfer or assignment of any Contract or other Asset to the extent that such transfer or assignment would constitute a material breach of such Contract or cause forfeiture or loss of such Asset. If an attempted assignment would be ineffective or would impair Buyer's rights under any such Asset so that Buyer would not receive all such rights, then the Parties will use commercially reasonable efforts to provide to, or cause to be provided to, Buyer, to the extent permitted by law, the rights with respect to any such Asset and take such other actions as may reasonably be requested by Buyer in order to place Buyer, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby. Without limiting the foregoing and in connection therewith, (a) Seller will promptly pass along to Buyer (or such person as directed by Buyer) when received all benefits derived by Seller with respect to any such Asset and (b) Buyer will pay, perform and discharge on behalf of Seller all of Seller's obligations with respect to any such Asset in a timely manner and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals are obtained or such other required actions have been taken, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement.





(Signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

PROVIDIEN THERMOFORMING INC.

Name: Łuke A. Shaw

Title: Vice President and Secretary

(Signature page to Asset Purchase Agreement)

411299719

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

CARLISLE MEDICAL TECHNOLOGIES, LLC

Name: Luke A. Shaw

Title: Vice President and Secretary

(Signature page to Asset Purchase Agreement)

411299719

PATENT REEL: 065445 FRAME: 0503

RECORDED: 11/02/2023