

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8266386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TX INNOVATIONS B.V.	06/30/2022
RECEIVING PARTY DATA	
Name:	RENE HANY TOLBA
Street Address:	PAUWELSSTRASSE 30
City:	AACHEN
State/Country:	GERMANY
Postal Code:	52074
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10874098
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:	903-653 PCT/US
NAME OF SUBMITTER:	JOHN S. SOPKO
SIGNATURE:	/John S. Sopko/
DATE SIGNED:	11/08/2023
Total Attachments: 14	
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Negotiated at Aachen on June 30, 2022.

In front of me,

PROF. DR. CHRISTOPH TERBRACK
- NOTARY TO AACHEN -

published:

1. **Prof. Dr. med. Rene Hany Tolba**, born on March 07, 1969, resident at Pauwelsstr. 30, 52074 Aachen, Germany

2. **Mr. Jan Willem Van den Hof**, born on February 28, 1969, residing at Zuidsingel 3 in 3811HA Amersfoort, The Netherlands, acting here as sole authorized Directeur of **Value Creation Investments B.V.** with its registered office in Laren (Noord-Holland), The Netherlands (business address: Zuidsingel 3 in 3811 HA Amersfoort, The Netherlands), registered in the Kamer van Koophandel under No. 50511688, acting in turn as sole representative of **TX Innovations B.V.** with its registered office in Maastricht, the Netherlands (business address: Oude Rijksweg 32 in 6271AA Gulpen, the Netherlands), registered in the Kamer van Koophandel under no. 50512188,

2. **Dr. Benedict Doorschodt**, born on October 25, 1966, residing at Stuurmankade 144 in 1019 WB Amsterdam, Netherlands, acting here as joint director with another director of **TX Innovations B.V.** with its registered office in Maastricht, Netherlands (business address: Oude Rijksweg 32 in

6271AA Gulpen, Netherlands), registered in the Kamer van Koophandel under No. 50512188.

The notary knows the persons who have appeared.

Based on today's inspection of the aforementioned commercial registers, I confirm the accuracy and completeness of the above information.

Those present, acting as indicated, with the request for notarization, declared the following

PATENT PURCHASE AGREEMENT

Patent purchase
agreement

4131-6926-7788.2

PATENT
REEL: 065499 FRAME: 0535

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Annex 1 - Patents

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Patent purchase agreement

(hereinafter the "Agreement")

between

1. Univ.-Prof. Dr. med. René Hany Tolba, Pauwelsstr. 30, 52074 Aachen, Germany

- "Prof. Tolba" Or "Acquirer" -

and

2. TX Innovations B.V., with registered office at Oude Rijksweg 32, 6271 AA, Gulpen, the Netherlands

- "TX Innovations" Or "Seller" -

- the Purchaser and the Seller together the "Parties" and individually each the "Party" - the "Party".

Preamble

- A. TX Innovation is the owner of several patents and patent applications belonging to the same patent family concerning a composition for the preservation of organs.
- B. TX Innovation also has various documents, information and data relating to these patents, the underlying invention, products based on the invention and their commercialization.
- C. Professor Tolba intends to acquire the patent family and the aforementioned documents, information and data from TX Innovation. TX Innovation is prepared to make a corresponding sale.

In light of the foregoing, the Parties agree as follows:

1. Subject of the contract

- 1.1 The subject of the Contract is the sale and transfer of the goods and rights specified in Clause 2.1 from the Seller to the Purchaser.
- 1.2 The contract enters into force upon signature by both parties.

2. Object of purchase and transfer

- 2.1 Subject to full payment of the purchase price in accordance with Clause 3.1, the Seller hereby assigns to the Purchaser:

- (i) all rights in and arising from the patents and patent applications listed in Annex 1, including (a) the respective underlying invention, (b) present or future divisional applications, branches and so-called *continuations*, *continuations-in-part*, *re-issues* and *re-examinations* under U.S. law as well as (c) any claims against third parties in connection with the use of the aforementioned industrial property rights (together "Contractual Industrial Property Rights") which have arisen up to the entry into force of this Agreement,
- (ii) ownership of all documents in the direct or indirect possession of the Seller relating to the "Ecosol" preservation solution and any other compositions according to the invention, in particular all documents relating to patent applications and application procedures, formulations, correspondence with third parties, business plans, research and development, approval, certification and marketing (together "Contract Documents"). The Contract Documents include in particular the documents listed in Annex 2.
- (iii) all intellectual property rights in the Contract Documents and the information contained therein (together "Other Contractual Rights"). The Other Contractual Rights shall in particular also include the exclusive ownership of any trade secrets contained in the Contract Documents within the meaning of the EU Trade Secrets Directive (Directive EU 2016/943).

(collectively, the "Purchase Item").

- 2.2 Insofar as the Seller cannot transfer the Other Contractual Rights as such because the law applicable in this respect only provides for the granting of rights of use and exploitation instead of a transfer, the following shall apply: The Seller hereby grants to the Purchaser the exclusive, irrevocable right of use and exploitation, unlimited in time, space and content and fully and permanently satisfied by payment of the purchase price in accordance with Clause 3.1, to the relevant Other Contractual Rights for all known and unknown types of use.
- 2.3 The acquirer accepts the above transfers and grants of rights.
- 2.4 The Seller shall hand over the Contract Documents to the Purchaser at its own expense within one (1) week after full payment of the purchase price. Physical documents shall be handed over in original. Electronic documents shall be transmitted electronically by secure means. The parties shall immediately agree on the exact modalities after the conclusion of the contract. The Seller is not entitled to keep copies of the contract documents. These are to be destroyed immediately or deleted permanently, unless there are mandatory statutory storage obligations to the contrary.
- 2.5 Within twelve (12) months after the conclusion of the Contract, the Seller shall answer the Buyer's questions in writing or orally concerning the content and existence of the Contract Documents or the contractual property rights to the best of its knowledge and belief, or at the Buyer's request in writing. The same shall apply to additions to the content, insofar as the Seller can make the additions with his best knowledge, existing documents or information readily available to him.
- 2.6 The Seller shall assist the Purchaser in the registration of the Contractual Rights and, at the Purchaser's request, shall perform all acts necessary to effect and document the transfer of ownership and the granting of rights under the Contract. This shall also apply to the extent that acts of cooperation by the acquirer should become necessary within the framework of the granting procedure of contractual property rights, any divisional applications or for similar reasons.

3. Purchase price

- 3.1 The purchase price for the object of purchase amounts to a total of EUR 20,000, plus any applicable value added tax ("Purchase Price").
- 3.2 The purchase price shall be paid within fourteen (14) days of the effective date of this Agreement by wire transfer to the following account of the Seller:

Holder:	TX Innovations B.V.
IBAN:	NL22 RABO 0303 0688 84
BIC:	RABONL2UXXX

4. Conditional reimbursement of expenses

- 4.1 If the Purchaser exceeds the earnings threshold defined in Clause 4.2 by December 31, 2026, the Seller may require the Purchaser to make a one-time payment (gross) in the amount of the expenses defined in Clause 4.3 as a further payment on the Purchase Object. The amount of the expenses to be reimbursed by the Purchaser and thus the one-off payment to be made by the Purchaser under this Clause 4.1 shall be limited to a total amount of (gross) EUR 75,000. Any taxes payable on the reimbursement amount shall be borne by the Seller. The above payment claim shall not bear interest and the Seller shall not be entitled to any security payments.
- 4.2 "Profit Threshold" means a cumulative (economic) annual profit of the Acquirer of more than EUR 100,000 in total from (i) the sale of products falling within the material and territorial scope of protection of the Contractual Rights and (ii) the licensing of the Contractual Rights to third parties. The profit is to be determined in accordance with the provisions of the German Commercial Code (HGB) relating to the income statement, whereby the exercise of any statutory options (e.g. between total cost method or cost of sales method) is at the discretion of the acquirer. Corresponding profits of companies in which the acquirer has an interest of more than 50% are deemed to be profits of the acquirer and are to be taken into account within the scope of the earnings threshold.
- 4.3 "Expenses" means cash *investments in TX Innovations B.V. of Mr. Jan Willem van den Hof* in the Seller during the period from 01-09-2015 through 16-06-2022. The parties thereby assume that these cash contributions were used for the development, granting, acquisition or maintenance of the object of purchase.
- 4.4 The acquirer shall keep records of the factors relevant to the determination of the income threshold and shall keep the related records separate from its other records.
- 4.5 The Acquirer shall notify the Seller in writing (e-mail is sufficient) within 90 days after the end of the Acquirer's business year whether the income threshold has been exceeded or not. The Seller shall be entitled to have the correctness of each negative report verified once by an independent tax advisor or certified accountant who is also bound to secrecy vis-à-vis the Seller. The inspection shall be announced at least five working days in advance and shall take place at the Buyer's premises during normal business hours, unless the parties agree otherwise. The Seller shall bear the costs of the inspection if the result of the inspection confirms the negative report. Otherwise, the costs shall be borne by the acquirer.
- 4.6 The Acquirer undertakes not to sell the Contractual Rights to third parties before the expiry of the period referred to in Clause 4.1 or (if earlier) before the earnings threshold has been reached, unless the third party simultaneously assumes all rights and obligations of the Acquirer under this Contract by way of a takeover of the Contract, in particular the obligations under this Clause 4. In this case, the Seller already irrevocably agrees to the corresponding takeover of the Contract.

4.7 If the Purchaser voluntarily makes a one-time payment to the Seller in the amount of the limit under 4.1 (EUR 75,000), paragraphs 4.4 to 4.6 shall not apply.

5. Warranty

5.1 The Seller warrants under an independent guarantee within the meaning of § 311 of the German Civil Code ("BGB") that

5.1.1 he is authorized to conclude this contract,

5.1.2 he is the sole and authorized owner or holder of the object of purchase,

5.1.3 no licenses and other rights of use of third parties to the object of purchase exist.

5.1.4 he is not aware of any state of the art or any other hindrances to the legal existence or the granting of one or more contractual property rights in their version existing at the time of the conclusion of this contract,

5.1.5 no proceedings against the legal existence or other enforceability of the Contractual Rights and Other Rights are pending before courts, offices or authorities or have been announced in writing,

5.1.6 he is not aware of any errors, material omissions or other inaccuracies in the Contract Documents,

5.1.7 to the best of our knowledge and belief, the subject matter of the contract does not infringe any rights of third parties and third parties have not asserted any such rights against him,

5.1.8 it does not have any intellectual property rights with respect to compositions for the preservation of organs within the meaning of the Contractual Rights, with the exception of the Contractual Rights and Other Contractual Rights, and

5.1.9 there are no encumbrances in rem in favor of third parties (e.g. liens) on the subject matter of the contract.

5.2 The seller does not assume any further guarantee and warranty with regard to the object of purchase. In particular, he is not liable for the economic usability of the object of purchase.

6. Cease and desist

6.1 It is clarified that the Purchaser does not grant the Seller a back license to the subject matter of the Contract. Therefore, the transferor is no longer entitled to use the subject matter of the agreement as of the transfer. For clarification: This also applies to non-public information and trade secrets contained

therein.

6.2 The Seller undertakes not to attack the contractual protection rights itself nor to support third parties in attacks.

7. Non-compete and confidentiality obligation

7.1 For a period of two years after the transfer, the vendor is prohibited from developing, selling or distributing compositions for the preservation of organs, either itself or on behalf of third parties.

7.2 The Seller undertakes not to further develop the contract patent and the invention underlying the contract patent, to reapply for a patent for this further development and/or to publish it to third parties or to make it available in any other way.

7.3 The Seller shall receive a corresponding compensation for the obligations under Clauses 7.1 and 7.2. This is taken into account in the purchase price.

7.4 For a period of five years after the transfer, the Seller undertakes to treat all non-public contractual documents and the non-public information contained therein as confidential and not to disclose them to third parties. Any legal confidentiality obligations beyond this, for example under the German Business Secrecy Act or corresponding Dutch laws, shall remain unaffected.

8. Costs

Each party shall bear any costs incurred in connection with the transfer of the subject matter of the contract itself, unless this contract expressly provides otherwise elsewhere.

9. Applicable law, place of performance, place of jurisdiction

9.1 This contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the provisions of international private law, insofar as these lead to the application of a law other than German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

9.2 In the event of disputes between the parties based on this contract, the parties agree that Aachen shall be the exclusive place of jurisdiction.

10. Written form and conclusion of contract

10.1 Amendments, supplements and additions to this contract must be made in writing to be effective. This shall also apply to any waiver of the requirement of the written form.

10.2 This contract may be executed in several copies. This has the same effect as if the signatures on the copies were on a single copy of this document.

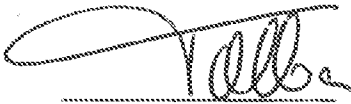
11. Severability clause

Should one or more provisions of this contract be or become invalid or unenforceable or should this contract contain one or more loopholes, this shall not affect the validity of the remaining provisions of this contract. Instead of the invalid or unenforceable provision, a provision shall apply which comes closest to the economic result of the invalid or unenforceable provision in a permissible manner. The invalid provision shall be replaced by a provision which would have been agreed by the parties in view of their economic intention if they had recognized the loophole in the provision. It is the express intention of the parties that the above sentences of this clause 11 are not merely a reversal of the burden of proof, but rather that § 139 BGB be excluded in its entirety.

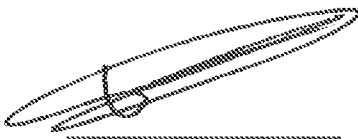
{Signature page follows}

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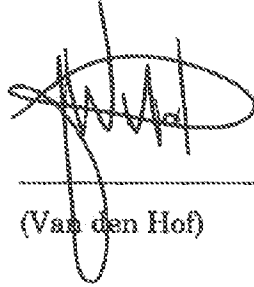
was read by the notary to those present, approved by them
and signed by them and the notary as follows



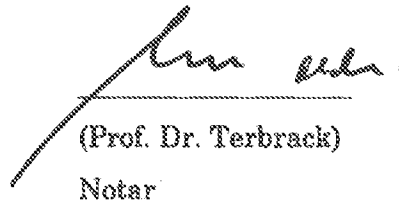
(Prof. Dr. Tolba)



(Dr. Doorschodt)



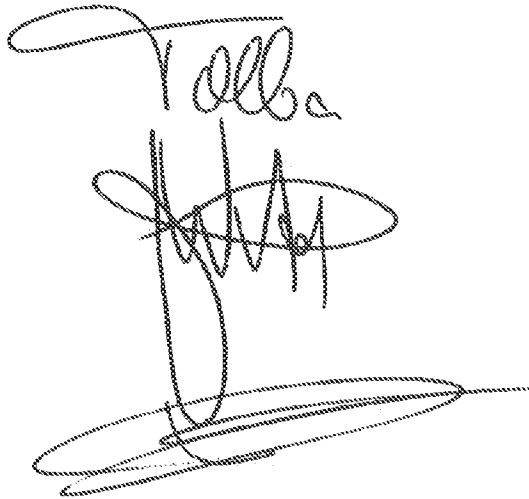
(Van den Hof)



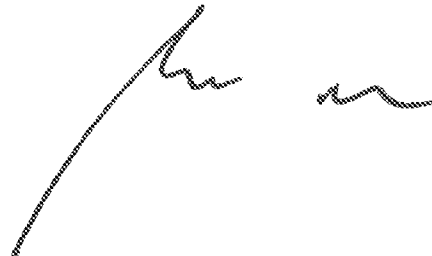
(Prof. Dr. Terbrack)
Notar

Annex 1
Patents

1. WO2016050228
2. EP 16727247.5
3. CN 2,981,588
4. US 10,874,098 B2
5. NL 2014584



Talba



Annex 2
Contract documents

Designation	Summary
Ecosol Formiums v1 - v9	Recipes of Ecosol solution
Ecosol Mixing protocols v1 - v9	Methods to manufacture Ecosol solution
Ecosol Medical Device Master File	Regulatory submission file
Ecosol Literature Review Report	Literature reports
Ecosol Risk Analysis File	Regulatory Risk File

A large, stylized handwritten signature, possibly reading 'Tolba', is written in black ink. Below the signature are several horizontal scribbles and a long, sweeping diagonal line extending towards the bottom right of the page.