

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8308312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	06/16/2022
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AKROS MEDICAL, INC.	06/16/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DEPUY SYNTHES PRODUCTS, INC.
<b>Street Address:</b>	325 PARAMOUNT DRIVE
<b>City:</b>	RAYNHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02767
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17526926
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)509-6040
<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>	(858) 509-6049
<b>Email:</b>	timothy.ellis@troutman.com, IPServicesNYC@troutman.com
<b>Correspondent Name:</b>	TROUTMAN PEPPER HAMILTON SANDERS LLP
<b>Address Line 1:</b>	875 THIRD AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	261213.000002
<b>NAME OF SUBMITTER:</b>	TIM ELLIS
<b>SIGNATURE:</b>	/TIM ELLIS/
<b>DATE SIGNED:</b>	12/04/2023
<b>Total Attachments: 5</b>	
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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “**Agreement**”), dated as of June 16, 2022, by and between DePuy Synthes Products, Inc., a Delaware corporation (the “**Parent**”), and AKROS MEDICAL, INC., a Delaware corporation (the “**Company**”).

**WHEREAS**, the parties intend that Company be merged with and into the Parent, with the Parent surviving that merger on the terms and subject to the conditions set forth herein;

**WHEREAS**, the Board of Directors of the Company (the “**Company Board**”) has unanimously: (a) determined that it is in the best interests of the Company and the holders of shares of the Company's common stock, par value \$0.01 per share (the “**Company Common Stock**”), and declared it advisable, to enter into this Agreement with Parent and Merger Sub; (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger; and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the stockholders of the Company; in each case, in accordance with the Delaware General Corporation Law (the “**DGCL**”);

**WHEREAS**, the respective Boards of Directors of Parent (the “**Parent Board**”) and Company Board have each unanimously: (a) determined that it is in the best interests of Parent and Company, and their respective stockholders, and declared it advisable, to enter into this Agreement; and (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger; in each case, in accordance with the DGCL;

**WHEREAS**, the parties desire to make certain representations, warranties, covenants, and agreements in connection with the Merger and the other transactions contemplated by this Agreement and also to prescribe certain terms and conditions to the Merger.

**NOW, THEREFORE**, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. **Merger**. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time: (a) Company will merge with and into the Parent (the “**Merger**”); (b) the separate corporate existence of the Company will cease; and (c) the Parent will continue its corporate existence under the DGCL as the surviving corporation in the Merger (sometimes referred to herein as the “**Surviving Corporation**”).

2. **Effective Time**. Subject to the provisions of this Agreement, on the date hereof, the Company and the Parent, will cause a certificate of merger (the “**Certificate of Merger**”) to be executed, acknowledged, and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL. The Merger will become effective as of June 30, 2022 and at such time as the Certificate of Merger being duly filed with the Secretary of State of the State of Delaware as agreed by the Company and Parent in writing and specified in the Certificate of

Merger in accordance with the DGCL (the effective time of the Merger being hereinafter referred to as the “**Effective Time**”).

3. Effects of the Merger. The Merger shall have the effects set in this Agreement and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses, and authority of the Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, and duties of each of the Company and shall become the debts, liabilities, obligations, restrictions, and duties of the Surviving Corporation.

4. Conversion of Securities. At the Effective Time, as a result of the Merger and without any action on the part of Parent or the Company:

(a) Each share of Company Stock that is owned by Parent will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor;

(b) all shares of Company stock will no longer be outstanding and will be cancelled and retired and will cease to exist. If any portion of the Merger Consideration is to be paid to a person other than the person in whose name the transferred Book-Entry Share is registered, it shall be a condition to such payment that: (i) such Book-Entry Share shall be properly transferred; and (ii) the person requesting such payment shall pay to the Parent any transfer or other tax required as a result of such payment to a person other than the registered holder of such Book-Entry Share or establish to the reasonable satisfaction of the Parent that such tax has been paid or is not payable;

5. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing

and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

DEPUY SYNTHES PRODUCTS, INC.

By *Kathryn K Conde*  
Name: Kathryn Conde  
Title: Secretary

AKROS MEDICAL, INC.

By *David J Croft*  
Name: David Croft  
Title: Secretary









# DePuy Synthes Products, Inc. - (Akros Medical, Inc.)- Agreement and Plan of Merger 4141-4133-0233 1

Final Audit Report

2022-06-16

Created:	2022-06-16
By:	Elizabeth Carew (ECarew32@ITS.JNJ.com)
Status:	Signed
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## "DePuy Synthes Products, Inc. - (Akros Medical, Inc.)- Agreement and Plan of Merger 4141-4133-0233 1" History

-  Document created by Elizabeth Carew (ECarew32@ITS.JNJ.com)  
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-  Document emailed to dcroft5@its.jnj.com for signature  
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-  Email viewed by dcroft5@its.jnj.com  
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-  Document e-signed by David J Croft (dcroft5@its.jnj.com)  
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-  Document e-signed by Kathryn K Conde (kconde1@its.jnj.com)  
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