

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8321169

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MEDOVEX CORP	09/21/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MEDOVEX LLC
<b>Street Address:</b>	1014 BROADWAY
<b>Internal Address:</b>	SUITE 141
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90401
<b>PROPERTY NUMBERS Total: 21</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	62288638
Application Number:	14257490
Application Number:	15850630
Application Number:	15850662
Application Number:	61815416
Application Number:	61977817
Application Number:	14810683
Application Number:	15964422
Application Number:	15093148
Application Number:	16520738
Application Number:	62031037
Application Number:	62043537
Application Number:	62135791
Application Number:	15527920
Application Number:	62091226
Application Number:	62093589
Application Number:	12361184
Application Number:	29553207
Application Number:	29631173

Property Type	Number
Application Number:	29691589
Application Number:	17651865

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 2133087750  
**Email:** tim@oryanlaw.com  
**Correspondent Name:** TIMOTHY ORYAN  
**Address Line 1:** 1014 BROADWAY  
**Address Line 2:** SUITE 141  
**Address Line 4:** SANTA MONINCA, CALIFORNIA 90401

<b>NAME OF SUBMITTER:</b>	TIMOTHY O'RYAN
<b>SIGNATURE:</b>	/TORyan/
<b>DATE SIGNED:</b>	12/10/2023

**Total Attachments: 80**

source=FINAL IP Assignment and Transfer Agreement FFC20092023#page1.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page2.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page3.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page4.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page5.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page6.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page7.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page8.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page9.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page10.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page11.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page12.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page13.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page14.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page15.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page16.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page17.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page18.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page19.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page20.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page21.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page22.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page23.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page24.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page25.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page26.tif  
 source=FINAL IP Assignment and Transfer Agreement FFC20092023#page27.tif

[illegible]

source=Executed - Intellectual Property License Agreement - DenerveX IP#page25.tif  
source=Executed - Intellectual Property License Agreement - DenerveX IP#page26.tif  
source=Executed - Intellectual Property License Agreement - DenerveX IP#page27.tif  
source=Executed - Intellectual Property License Agreement - DenerveX IP#page28.tif  
source=Executed - Intellectual Property License Agreement - DenerveX IP#page29.tif

# INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement"), dated and effective as of 21<sup>st</sup> September 2023 (the "Effective Date"), is made by and between Medovex Corp., a Nevada corporation ("Medovex Corp." or "Assignor") and Medovex LLC, a Delaware limited liability company ("Medovex" or "Assignee").

WHEREAS, Medovex Corp and Medovex entered into an Intellectual Property License Agreement dated 19 February 2021, whereby Medovex Corp. granted Medovex a sole and exclusive license for use of part of the Assigned Property (as defined herein) in connection with Medovex's products and services (the "Medovex License"), and in exchange Medovex Corp. received 400,000 B Class Units and a right to royalties on sales of products relying on the Medovex License.

WHEREAS in exchange for development, manufacturing and marketing assets associated with the Denervex product, Medovex Corp. received 140,000 C Class Units.

WHEREAS, Medovex Corp. has been operating with, marketing and sublicensing additional Intellectual Property (as defined herein) beyond the scope of the Medovex License, as better described on Schedule II attached hereto (the "Current and Additional IP"), whereby Medovex Corp. has developed ownership, rights, title and interest in and to the Current and Additional IP.

WHEREAS, Medovex has entered into Membership Interest and LLCA Rights Redemption Agreement to, amongst other matters, redeem the Medovex Corp. membership interest in Medovex.

WHEREAS, the parties now desire to enter into this Agreement whereby Medovex Corp. shall transfer, assign, convey and deliver all of Medovex Corp.'s cumulative rights, title and interest in, to and under any and all Intellectual Property and Intellectual Property Rights including the Assigned Property (as defined herein) and Current and Additional IP and including all goodwill associated therewith, to Medovex, free and clear of all liens, and Medovex desires to accept the same, and in exchange, Medovex shall pay Medovex Corp. USD\$55,751.14.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## 1. Definitions

---

- 1.1 “Affiliate” means, with respect to each Party, any person or entity, directly or indirectly, or through one or more intermediaries, which controls, is controlled by, or is under common control with such Party.
- 1.2 “Assigned Property” means:
- (a) the Intellectual Property (as defined in Section 1.2) and the Intellectual Property Rights (as defined in Section 1.3) as better described in Exhibit A and Exhibit B of the Medovex License and attached hereto as Schedule I, and the Current and Additional IP, as better described on Schedule II attached hereto.
  - (b) the Documents;
  - (c) all digital assets related to the Intellectual Property;
  - (d) all Claims of Medovex Corp. to the extent arising out of, or relating to, the Documents, the Intellectual Property or digital assets related thereto (items (a) through (d) collectively referred to as the “Purchased Intellectual Property”);
  - (e) all Customer Data; and
  - (f) all transferrable rights of Medovex Corp. under non-disclosure or confidentiality, non-compete, or non-solicitation contracts benefitting the Purchased Intellectual Property or relating to the Documents
- but excluding Medovex is not assuming any Liabilities of Medovex Corp..
- 1.3 “Claims” means all claims, causes of action, rights of recovery and rights of set-off of Medovex Corp., in each case, of whatever kind or description against any Third Party.
- 1.4 “Customer Data” means data and information pertaining to current customers of Medovex Corp.
- 1.5 “Documents” means with respect to any Intellectual Property all books, records, files, invoices, inventory records, product specifications, Customer Data, customer lists and other customer-related information, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, including all data and other information stored on hard drives (including those located on remote servers, whether operated by Medovex Corp. or by Third Party providers), discs, tapes or other media, in each case, to the extent owned by Medovex Corp..
- 1.6 “Encumbrance” means any charge, lien, claim, mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first

refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, or other similar restriction of any kind.

- 1.7 “Execution Date” The date of the last signature affixed hereto.
- 1.8 “Governmental Authority” means any United States federal, state, municipal or local or any foreign government, governmental agency or authority, or regulatory or administrative authority, or any court, tribunal or judicial body having jurisdiction.
- 1.9 “Intellectual Property” means all intellectual property worldwide, regardless of form, including without limitation:
  - (i) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, product features, service marks, trade dress, trademarks, logos, trade names, corporate names, and other source identifiers (whether or not registered) including all common law rights, all registrations and applications for registration (either filed or in preparation for filing) thereof, all rights therein provided by international treaties or conventions, and all renewals of any of the foregoing (collectively, “Trademarks”),
  - (ii) all copyrightable works and copyrights (whether or not registered), all registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all data and documentation relating thereto,
  - (iii) confidential and proprietary information, trade secrets, know-how (whether patentable or nonpatentable and whether or not reduced to practice), processes and techniques, research and development information including patent and/or copyright searches conducted by Medovex Corp. and/or any third party, ideas, technical data, designs, drawings and specifications,
  - (iv) domain names, Internet websites or identities used or held for use by Medovex Corp. that contain any Trademark set forth in Schedule I or Schedule II in whole or part, or otherwise associated with such Trademarks,
  - (v) other proprietary rights relating to any of the foregoing (including without limitation any and all associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions), and
  - (vi) copies and tangible embodiments of any of the foregoing.
- 1.10 “Intellectual Property Rights” means all rights in, arising out of, or associated with the Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, copyrightable

works or associated rights granted under the Copyright Act ("Copyrights"); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("Patent Rights"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act, including all associated goodwill ("Trademark Rights"); rights of attribution and integrity and other moral rights of an author ("Moral Rights"); and rights in, arising out of, or associated with domain names ("Domain Name Rights").

- 1.11 "Liability" means any debt, loss, claim, damage, demand, fine, judgment, penalty, liability or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).
- 1.12 "Losses" means any and all losses, Liabilities, Taxes, claims, damages, expenses (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value.
- 1.13 "Online Properties" means the Domain Names and uniform resource locators and, solely to the extent of Medovex Corp.'s limited rights therein, keywords for online advertising.
- 1.14 "Order" means any award, writ, injunction, judgment, order or decree entered, issued, made or rendered by any Governmental Authority.
- 1.15 "Party" or "Parties" means, individually or collectively, Medovex and Medovex Corp.
- 1.16 "Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.
- 1.17 "Tax" or "Taxes" means any federal, state, provincial, local, municipal, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the Code), natural resources, real property, personal property, escheat, abandoned or unclaimed property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax, duty, levy or other governmental charge or assessment or deficiency thereof (including all interest and penalties thereon and additions thereto), in each case imposed by any Governmental Authority, including any such amounts payable pursuant to any Tax-sharing agreement or other agreement relating to the payment of any such Tax, fee, assessment or charge, whether imposed directly, under Treasury Regulations Section 1.1502-6 (or any similar provision of state,



local or foreign Law), as a result of being a transferee, successor, or member of an affiliated, consolidated, unitary or combined group, by contract, or otherwise.

- 1.18 “Third Party” means a Person who or which is neither a Party nor an Affiliate of a Party.
- 1.19 “Trademarks” means all trade names, trade dress, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations, designations of origin and applications therefor (in the case of each of the foregoing including, without limitation, word marks and graphic marks), and all goodwill appurtenant to any or all of the foregoing.
- 1.20 “Transaction Documents” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

## 2. Assignment and Transfer

---

Medovex Corp., hereby, effective immediately, perpetually, irrevocably, and unconditionally sells, assigns, transfers and conveys to Medovex and its successors and assigns all of Medovex Corp.’s cumulative right, title and interest throughout the world in, to and under the Assigned Property (including, without limitation, the Intellectual Property set forth on Schedule I and the Current and Additional IP set forth on Schedule II attached hereto), together with the goodwill of the business symbolized by the Assigned Property, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Medovex’s own use and enjoyment, and for the use and enjoyment of Medovex’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Medovex Corp., if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof. Medovex Corp., further perpetually, irrevocably, and unconditionally assign, transfer, and convey to Medovex and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Medovex Corp., hereby waives and agrees not to enforce all Moral Rights that Medovex Corp., may have in the Assigned Property.

## 3. Purchase Price and Closing

---

- 3.1 On the date when the final part of the Assigned Property is transferred to Medovex, in consideration for the purchase, sale, assignment and conveyance of the Assigned Property, Medovex shall pay to Medovex Corp. the amount of USD\$55,751.14.

### 3.2 Closing Date.

The closing of the sale of the Assigned Property (the "Closing") shall be consummated on the date when the final part of the Assigned Property is transferred to Medovex (the "Closing Date").

### 3.3 Medovex's Deliveries to Medovex Corp..

At the Closing, Medovex shall deliver to Medovex Corp. each of the following:

- (a) each other Transaction Document to which Medovex is a party, duly executed by Medovex;
- (b) such assignments and other good and sufficient instruments of assumption and transfer, each in form reasonably satisfactory to Medovex Corp., as Medovex Corp. may reasonably request to transfer and assign the Assigned Property to Medovex; and
- (c) payment of the amount referred to in clause 3.1 to a bank account reasonably designated by Medovex Corp. in writing.

### 3.4 Medovex Corp.'s Deliveries to Medovex.

At the Closing, Medovex Corp. shall deliver to Medovex each of the following:

- (a) each other Transaction Document to which Medovex Corp. is a party, duly executed by Medovex Corp.;
- (b) such bills of sale, deeds, endorsements, assignments (including requisite assignments of all Purchased Intellectual Property and Customer Data), UCC terminations and other filings and other good and sufficient instruments, each in form reasonably satisfactory to Medovex, which are necessary to vest in Medovex all the right, title and interest of Medovex Corp. in, to or under any or all of the Assigned Property free and clear of any Encumbrances;
- (c) with respect to the Online Properties and the social media accounts, Medovex Corp.'s login credentials for and such documents as may be reasonably necessary to transfer to Medovex all administrative rights to the Online Properties and the social media accounts; and
- (d) the Customer Data and the Documents.

## 4. Recordation

---

Each of Medovex and Medovex Corp., hereby authorize and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries

or domestic states, to record Medovex as the assignee, transferee, and owner of the Assigned Property, and to issue all corresponding registrations to Medovex, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

5. Further Assurances

---

Medovex Corp., will take all action and execute all documents as Medovex Corp., or Medovex may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Medovex. In addition, Medovex Corp., will, at the request and sole cost and expense of Medovex Corp., but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Medovex Corp., or Medovex may reasonably require:

- (a) to apply for, obtain, register, maintain and vest in the name of Medovex alone Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;
- (b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and
- (c) to assist Medovex with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property

6. Power of Attorney

---

If at any time Medovex Corp., or Medovex is unable, for any reason, to secure Medovex Corp.,’s signatures on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Medovex Corp.,’s unwillingness, or for any other reason whatsoever, Medovex Corp., hereby irrevocably designates and appoints Medovex Corp., and its duly authorized officers and agents as the agents and attorneys-in-fact of Medovex Corp., to act for and on Medovex Corp.,’s behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed individually by Medovex Corp.,.

7. Injunctive Relief

---

A breach of this Agreement may result in irreparable harm to Medovex, and a remedy at law for any such breach will be inadequate, and in recognition thereof, Medovex, will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Medovex Corp., without showing or proving actual damages.

#### 8. Binding on Successors

---

This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Medovex Corp., may not assign this Agreement without the consent of Medovex Corp.,. Medovex Corp., may assign this Agreement in its sole discretion.

#### 9. Governing Law; Dispute Resolution

---

Any dispute, controversy, or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be within 25 miles of Burlington, Massachusetts. The arbitration shall be governed by the laws of the State of Delaware. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. In making determinations regarding the scope of exchange of electronic information, the arbitrator(s) and the parties agree to be guided by The Sedona Principles, Third Edition: best practices, recommendations & principles for addressing electronic document production. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. The prevailing party shall be entitled to an award of reasonable attorney fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties.

#### 10. Amendment and Waiver

---

This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. The failure of any party to insist upon the strict performance of the terms, conditions and provisions of this Agreement shall not be a waiver of future compliance or a waiver of any other provisions hereof.

#### 11. Notice

---

Any notice or communication required or permitted to be sent hereunder shall be duly made and shall be valid and effective if in writing and sent by certified or registered mail, postage prepaid, electronic mail or facsimile transmission or if hand delivered:

(a) If to Medovex Corp.

201 E. Kennedy Blvd,

Suite 700,

Tampa, Florida 33602

(b) If to Medovex

21 Braeside Avenue, Smithfield NSW 2164

cathavle@medovex.com

12. Severability

---

If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity, operation or enforcement of any other provision, and the invalid provision will be deemed severed from this Agreement.

13. Entire Agreement

---

This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

14. Miscellaneous

---

- (a) This agreement may be executed in one or more counterparts, each of which shall be considered an original.
- (b) Nothing contained herein shall be construed to place the parties in the relationship of agents, partners or joint venturers.
- (c) Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "party" as used generally shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity.

- (d) Unless expressly stated to the contrary elsewhere in this Agreement, all rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.
- (e) The headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- (f) A reference to “sell” or “purchase” or “transfer” includes a reference to procure the sale of or procure the purchase of or procure the transfer of, as the case may be.

15. Medovex License

---

Noting the transfer of the Assigned Property (which itself includes all rights granted pursuant to the Medovex License), the parties acknowledge and agree that:

- (a) the Medovex License shall be at an end as and from the Effective Date; and
- (b) Medovex shall not be liable to Medovex Corp. with respect to any amounts relating to, or associated with, any matter referred to in the Medovex License.

16. Warranty and Indemnity

---

- (a) Medovex Corp. hereby represents and warrants to Medovex that, the following statements are true and correct as of the date hereof:

- (i) Organization and Good Standing.

Medovex Corp. is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of Medovex Corp.’s organization. Medovex Corp.

A. has the requisite power and authority to own or lease and to operate and use Medovex Corp.’s properties and

B. is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify.

- (ii) Authority; Validity; Consents.

Medovex Corp. has, as applicable, the requisite limited liability company power and authority necessary to enter into and perform Medovex Corp.’s obligations under this Agreement and other Transaction Documents to which Medovex Corp. is a party and to consummate the transactions contemplated

hereby and thereby. This Agreement has been duly and validly executed and delivered by Medovex Corp. and each other Transaction Document required to be executed and delivered by Medovex Corp. at the Closing will be duly and validly executed and delivered by Medovex Corp. at the Closing. As applicable, this Agreement and the other Transaction Documents constitute, with respect to Medovex Corp., the legal, valid and binding obligations of Medovex Corp., enforceable against Medovex Corp. in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Medovex Corp. is not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party or the consummation or performance of any of the transactions contemplated hereby and thereby.

(iii) Title to Assigned Property.

Medovex Corp. owns, and will transfer, upon consummation of the transactions contemplated hereby, good and transferable title to all of the Assigned Property free and clear of any Encumbrances.

(iv) Intellectual Property

- A. The Schedules sets forth a correct and complete list as of the date hereof of all Intellectual Property that is registered, filed or issued under the authority of any Governmental Authority, and all applications for Intellectual Property filed with any Governmental Authority, specifying as to each, as applicable: the title of the patent, the mark, the copyright, the Online Property or the design; the jurisdiction by or in which it has been issued, registered or filed; the patent, registration or application serial number; and the issue, registration or filing date. Medovex Corp. owns all right, title and interests in and to the Purchased Intellectual Property and the Customer Data, free and clear of all Encumbrances.
- B. To the best of Medovex Corp.'s knowledge and belief, no Third Party is infringing or misappropriating any Purchased Intellectual Property included in the Assigned Property. Medovex Corp. is not subject to any outstanding or prospective Order (including any motion or petition therefor) that does or would restrict or impair the use of the

Purchased Intellectual Property or the Customer Data. To the best of Medovex Corp.'s knowledge and belief, the use of the Purchased Intellectual Property does not infringe any Third Party's Trademarks, Copyrights or other intellectual property rights.

- C. All uses of the Trademarks included in the Assigned Property for goods and services have been made pursuant to a consistent and uniform quality control standard for the goods and services, administered and enforced by Medovex Corp., at the same level, or higher, as the goods and services were rendered prior to the date of any license of such Trademarks and consistent with, or higher, than the quality and service levels used by Medovex Corp. in the ordinary course of business after the date of any license of such Trademarks. Medovex Corp. has not granted any right or license to, or assigned ownership of, any Similar Mark to any Third Party.

(v) Customer Data.

Medovex Corp.'s privacy policies do not prohibit the transfer of the Customer Data to Medovex or the use by Medovex thereof, other than for general restrictions under applicable Law on the use of such data.

- (b) Medovex Corp. will indemnify Medovex, its representatives, Members and Affiliates (collectively, the "Medovex Indemnified Persons") against, hold Medovex Indemnified Persons harmless from, and reimburse Medovex Indemnified Persons for, any Losses, arising from, related to or in connection with:
  - (i) any inaccuracy in or any breach of any representation or warranty of Medovex Corp. contained in this Agreement any Transaction Document;
  - (ii) any breach of any covenant or agreement of Medovex Corp. contained in any Transaction Document;
  - (iii) any Liabilities of Medovex Corp.; and
  - (iv) any Liability imposed upon Medovex by reason of such Medovex's status as transferee of the Assigned Property.
- (c) All indemnification rights hereunder shall survive the Closing, regardless of any investigation, inquiry or examination made for or on behalf of, or any knowledge of any Medovex Indemnified Person or the acceptance by Medovex of any certificate or opinion.



- (d) Any indemnification payments made pursuant to this Section 16 shall be treated as an adjustment to the purchase price payments unless otherwise required by applicable Laws.
- (e) Set Off Rights. Notwithstanding any other provision in this Agreement, any Medovex or any Affiliate thereof may in good faith withhold and set off against any amounts due to Medovex Corp. or any Affiliate thereof under the Transaction Documents any amount as to which Medovex Corp. is obligated to indemnify any Medovex Indemnified Person pursuant to this Section 16. Medovex's exercise of such right of set off, whether or not ultimately determined to be justified, will not constitute a breach of this Agreement. Neither the exercise of nor the failure to exercise such right of set off will constitute an election of remedies or limit any Medovex in any manner in the enforcement of any other remedies that may be available to it.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the Execution Date.

**MEDOVEX, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Christopher Dinkar Athavle  
Title: Chief Executive Officer

**MEDOVEX CORP.,**  
a Nevada corporation

By: \_\_\_\_\_  
Name: Jeremy Daniel  
Title: Chief Financial Officer

---

**SCHEDULE I – Assigned Property/Medovex License**

<b>MB Ref.</b>	<b>STATUS</b>	<b>COUNTRY NAME</b>	<b>TITLE</b>	<b>INVENTORS</b>	<b>APPLICATION NUMBER</b>	<b>DATE FILED</b>	<b>LOCAL FILING DATE</b>	<b>PUBLICATION NO.</b>	<b>PUBLICATION DATE</b>	<b>PATENT NUMBER</b>	<b>GRANT DATE</b>
1179.10.CN	Published	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	2017100570314	1/26/17		107049473	Aug 18, 2017		
1179.10.CNX	Issued	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	2017200981285	1/26/17		207220874		ZL2017200981285	4/13/18

**PATENT****REEL: 065842 FRAME: 0679**

1179.10.EP	Published	European Patent Office	Surgical Tools for Spinal Facet Therapy to Alleviate Pain	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	17702236.5	1/17/17	8/24/18	3407810	Dec 5, 2018		
1179.10.WO	Completed	PCT	Surgical Tools for Spinal Facet Therapy to Alleviate Pain	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	PCTUS17013744	1/17/17		WO17132004	Aug 3, 2017		
1179.10PR	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Scott M. W. Haufe, Jacob Blank, Adam L. Gullickson, Seth Iverson	62/288,638	1/29/16					

1179.3	Issued	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	14/257,490	4/21/14		14 0324044	Oct 30, 2014	9883882	2/6/18
1179.3.AU	Issued	Australia	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2014257302	4/21/14	9/22/15			2014257302	7/30/19

1179.3.AU2	Pending	Australia	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2019205969	4/21/14	7/15/19				
1179.3.BR	Published	Brazil	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	1120150259359	4/21/14	10/13/15	2429	Jul 25, 2017		
1179.3.CA	Published	Canada	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools,	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2938631	4/21/14	8/3/16	2938631	Oct 30, 2014		

			Kits and Instructional Media								
1179.3.CN	Issued	China	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe	2014101674798	4/24/14		104116555	Oct 29, 2014	104116555	1/22/19
1179.3.CNX	Issued	China	Minimally Invasive Surgical Tools for Spinal Facet Therapy To Alleviate Pain And Associated Kits And Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2014202029334	4/24/14		204394669		ZL2014202029334	6/17/15

1179.3.CNX2	Issued	China	Minimally Invasive Surgical Tools for Spinal Facet Therapy To Alleviate Pain And Associated Kits And Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2015202423693	4/21/15	4/21/15			ZL2015202423693	10/28/15
1179.3.EP	Published	European Patent Office	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	14787585.0	4/21/14	9/22/15	2991564	Mar 9, 2016		
1179.3.HK	Issued	Hong Kong	SURGICAL TOOLS AND KITS FOR PAIN ALLEVIATING SPINAL JOINT FACET THERAPY	Scott M. W. Haufe	151040272	7/19/19		1203342A	Oct 30, 2015	1203342B	3/20/20



1179.3.MX	Issued	Mexico	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2015014936	4/21/14	10/23/15		367291	8/13/19
1179.3.NZ	Issued	New Zealand	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	712599	4/21/14	9/22/15		712599	6/26/18
1179.3.WO	Completed	PCT	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools,	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	PCTUS14034743	4/21/14		WO14176141	Oct 30, 2014	

			Kits and Instructional Media							
1179.3CT	Published	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	15/850,630	12/21/17		20180132879	May 17, 2018	
1179.3DV	Published	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	15/850,662	12/21/17		20180132880	May 17, 2018	

			TOOLS, KITS AND INSTRUCTIONAL MEDIA							
1179.3PR	Expired	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET DEBRIDEMENT TO ALLEVIATE PAIN AND ASSOCIATED KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe	61/815,416	4/24/13				
1179.3PR2	Expired	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	61/977,817	4/10/14				

			AND INSTRUCTIONAL MEDIA								
1179.4	Issued	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	14/810,683	7/28/15		16 0030106	Feb 4, 2016	9980771	5/29/18
1179.4.AU	Issued	Australia	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2015298241	7/17/15	1/3/17			2015298241	1/9/20

1179.4.BG	Lapsed	Bulgaria	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18
1179.4.BR	Closed	Brazil	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	1120170014696	7/17/15	1/24/17	2448	Dec 5, 2017		
1179.4.CN	Issued	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik	2015104534515	7/29/15		105411666	Mar 23, 2016	ZL2015104534515	11/5/19

				Zoran							
1179.4.CNX	Issued	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	201520557413X	7/29/15		205181467		ZL201520557413X	4/27/16
1179.4.DE	Issued	Germany	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18

1179.4.EP	Completed	European Patent Office	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18
1179.4.FR	Issued	France	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18
1179.4.GB	Issued	United Kingdom	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18

				Zoran							
1179.4.HK	Issued	Hong Kong	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank, Arik Zoran	161101801	7/29/15	8/26/16	1221888A	Jun 16, 2017	HK1221888	7/31/20
1179.4.IN	Published	India	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	201747002673	7/17/15	1/24/17	212017	May 26, 2017		

PATENT

REEL: 065842 FRAME: 0692



1179.4.JP	Issued	Japan	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2016576012	7/17/15	12/26/16			6689761	4/10/20
1179.4.JP2	Pending	Japan	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2020005550	7/17/15	1/17/20				
1179.4.NZ	Closed	New Zealand	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik	728003	7/17/15	1/3/17				

PATENT

REEL: 065842 FRAME: 0693

				Zoran						
1179.4.WO	Completed	PCT	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iwerson, Jacob Blank, Arik Zoran	PCTUS15040867	7/17/15		WO16018643	Feb 4, 2016	
1179.4CT	Issued	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iwerson, Jacob Blank, Arik Zoran	15/964,422	4/27/18		20180243029	Aug 30, 2018	10588688
										3/17/20

1179,41P	Issued	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	15/093,148	4/7/16		16 0213415	Jul 28, 2016	10398494	9/3/19
1179,41PDV	Published	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	16/520,738	7/24/19		20190343575	Nov 14, 2019		
1179,4PR	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	62/031,037	7/30/14					

1179.4PR2	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	62/043,537	8/29/14					
1179.4PR3	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank, Arik Zoran	62/135,791	3/20/15					
1179.6	Issued	United States of America	SURGICAL TOOLS WITH POSITIONAL COMPONENTS	Scott M. W. Haufe, Robert D. Carter	15/527,920	12/10/15	5/18/17	20180310975	Nov 1, 2018	10595919	3/24/20
1179.6.CN	Issued	China	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	201580067317X	12/10/15	6/9/17	106999210	Aug 1, 2017	ZL201580067317X	10/30/20
1179.6.DE	Issued	Germany	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D.	15867310.3	12/10/15	4/14/17	3190997	Jul 19, 2017	3190997	3/11/20

				Carter							
1179.6.EP	Completed	European Patent Office	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	15867310.3	12/10/15	4/14/17	3190997	Jul 19, 2017	3190997	3/11/20
1179.6.GB	Issued	United Kingdom	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	15867310.3	12/10/15	4/14/17	3190997	Jul 19, 2017	3190997	3/11/20
1179.6.HK	Published	Hong Kong	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	181014903	1/31/18		1241681A	Jun 15, 2018		
1179.6.WO	Completed	PCT	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	PCTUS15064988	12/10/15		WO16094653	Jun 16, 2016		
1179.6.PR	Expired	United States of America	Surgical Tools with Stabilizers	Scott M. W. Haufe, Robert D. Carter	62/091,226	12/12/14					
1179.6.PR2	Expired	United States of America	SURGICAL TOOLS WITH STABILIZERS	Scott M. W. Haufe, Robert D. Carter	62/093,589	12/18/14					

1179.8	Issued	United States of America	COMBINATION TISSUE REMOVAL AND CAUTERIZATION INSTRUMENT	Scott M. W. Haufe	12/361,184	1/28/09		10 0191234	Jul 29, 2010	8167879	5/1/12
1179.9DS	Issued	United States of America	SURGICAL PORTAL DRIVER	Robert D. Carter, Scott M. W. Haufe, Jacob Blank	29/553,207	1/29/16				D810290	2/13/18
1179.9DS.CN	Issued	China	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	201630355939X	7/29/16				ZL201630355939X	1/18/17
1179.9DS.EM	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0001	6/29/16				003254515-0001	6/29/16
1179.9DS.EM2	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W.	003254515-0002	6/29/16				003254515-0002	6/29/16

				Haufe							
1179.9DS.EM3	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0003	6/29/16				003254515-0003	6/29/16
1179.9DS.EM4	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0004	6/29/16				003254515-0004	6/29/16
1179.9DS.EM5	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0005	6/29/16				003254515-0005	6/29/16
1179.9DSDV	Issued	United States of America	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	29/631,173	12/28/17				D854150	7/16/19

1179.9DSDV2	Issued	United States of America	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	29/691,589	5/17/19				D870887	12/24/19
-------------	--------	--------------------------	------------------------	--	------------	---------	--	--	--	---------	----------



**SCHEDULE II – Current and Additional IP****Patents**

MB Ref.	Title	Country Name	Status	Application #	Date Filed	Patent #	Grant Date	PTA ?	TD?	Expiry Date	Inventor(s)
1179.3	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	United States of America	Issued	14/257,490	04/21/2014	9883882	02/06/2018	809	No	07/08/2036	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe
1179.3.AU	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Australia	Issued	2014257302	04/21/2014	2014257302	07/30/2019			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe

1179.3.AU 2	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits	Australia	Issued	2019205969	04/21/2014	2019205969	03/25/2021			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe
1179.3.BR	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Brazil	Issued	1120150259359	04/21/2014	1120150259359	03/08/2022			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe
1179.3.CA	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Canada	Issued	2938631	04/21/2014	2938631	03/29/2022			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe

1179.3.CA2	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Canada	Pending	3146627	04/21/2014					04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe
1179.3.CN	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	China	Issued	2014101674798	04/24/2014	104116555	01/22/2019			04/24/2034	Scott M. W. Haufe
1179.3.DE	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Germany	Issued	14787585.0	04/21/2014	602014075156.3	02/24/2021			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe

1179.3.EP	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	European Patent Office	Issued	14787585.0	04/21/2014	2991564	02/24/2021			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe
1179.3.FR	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	France	Issued	14787585.0	04/21/2014	2991564	02/24/2021			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe
1179.3.GB	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	United Kingdom	Issued	14787585.0	04/21/2014	2991564	02/24/2021			04/21/2034	Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe

1179.3.HK	SURGICAL TOOLS AND KITS FOR PAIN ALLEVIATING SPINAL JOINT FACET THERAPY	Hong Kong	Issued	151040272	04/24/2014	1203342B	03/20/2020			04/24/2034	Scott M. W. Haufe
1179.3.MX	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Mexico	Issued	2015014936	04/21/2014	367291	08/13/2019			04/21/2034	Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe
1179.3.NZ	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	New Zealand	Issued	712599	04/21/2014	712599	06/26/2018			04/21/2034	Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe

1179.3CT	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	United States of America	Issued	15/850,630	12/21/2017	10980562	04/20/2021	566	No	11/08/2035	Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe
1179.3DV	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	United States of America	Issued	15/850,662	12/21/2017	10980563	04/20/2021	572	No	11/14/2035	Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe
1179.4	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	United States of America	Issued	14/810,683	07/28/2015	9980771	05/29/2018	329	No	06/21/2036	Jacob Blank   Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran

1179.4.AU	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Australia	Issued	2015298241	07/17/2015	2015298241	01/09/2020			07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4.BG	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Bulgaria	Issued	15750853.2	07/17/2015	3148451	06/06/2018			07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4.CN	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVATE PAIN AND RELATED METHODS	China	Issued	2015104534515	07/29/2015	ZL2015104534515	11/05/2019			07/29/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4.DE	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Germany	Issued	15750853.2	07/17/2015	602015012029.9	06/06/2018			07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran

1179.4.EP	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	European Patent Office	Completed	15750853.2	07/17/2015	3148451	06/06/2018			07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4.FR	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	France	Issued	15750853.2	07/17/2015	3148451	06/06/2018			07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4.GB	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	United Kingdom	Issued	15750853.2	07/17/2015	3148451	06/06/2018			07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4.HK	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Hong Kong	Issued	161101801	07/29/2015	HK1221888	07/31/2020			07/29/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran



1179.4.IN	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	India	Published	201747002673	07/17/2015				07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran	
1179.4.JP	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Japan	Issued	2016576012	07/17/2015	6689761	04/10/2020		07/17/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran	
1179.4CT	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVATE PAIN AND RELATED METHODS	United States of America	Issued	15/964,422	04/27/2018	10588688	03/17/2020	35	Yes	09/01/2035	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson   Arik Zoran
1179.4IP	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVATE PAIN AND RELATED METHODS	United States of America	Issued	15/093,148	04/07/2016	10398494	09/03/2019	591	No	03/10/2037	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson



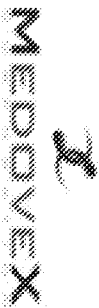
1179.4IPD V	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	United States of America	Issued	16/520,738	07/24/2019	11253309	02/22/2022	299	No	05/22/2036	Jacob Blank   Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe   Seth Iverson
1179.4IPD V2	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	United States of America	Published	17/651,865	02/21/2022						Jacob Blank   Robert D. Carter   Adam L. Guillickson   Scott M. W. Haufe   Seth Iverson
1179.6	SURGICAL TOOLS WITH POSITIONAL COMPONENTS	United States of America	Issued	15/527,920	12/10/2015	10595919	03/24/2020			03/14/2036	Robert D. Carter   Scott M. W. Haufe
1179.6.CN	Surgical Tools with Positional Components	China	Issued	201580067317X	12/10/2015	ZL20158006 7317X	10/30/2020			12/10/2035	Robert D. Carter   Scott M. W. Haufe
1179.6.DE	Surgical Tools with Positional Components	Germany	Issued	15867310.3	12/10/2015	6020150487 89.3	03/11/2020			12/10/2035	Robert D. Carter   Scott M. W. Haufe
1179.6.EP	Surgical Tools with Positional Components	European Patent Office	Completed	15867310.3	12/10/2015	3190997	03/11/2020			12/10/2035	Robert D. Carter   Scott M. W. Haufe
1179.6.GB	Surgical Tools with Positional Components	United Kingdom	Issued	15867310.3	12/10/2015	3190997	03/11/2020			12/10/2035	Robert D. Carter   Scott M. W. Haufe
1179.6.HK	Surgical Tools with Positional Components	Hong Kong	Issued	18101490.3	12/10/2015	1241681	07/30/2021			12/09/2035	Robert D. Carter   Scott M. W. Haufe

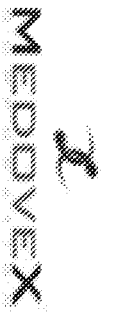
1179.8	COMBINATION TISSUE REMOVAL AND CAUTERIZATION INSTRUMENT	United States of America	Issued	12/361,184	01/28/2009	8167879	05/01/2012	586	No	09/06/2030	Scott M. W. Haufe
1179.9DS	SURGICAL PORTAL DRIVER	United States of America	Issued	29/553,207	01/29/2016	D810290	02/13/2018	N/A	N/A	02/13/2033	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS.E M	SURGICAL PORTAL DRIVER	Europea n Union	Issued	003254515- 0001	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS.E M2	SURGICAL PORTAL DRIVER	Europea n Union	Issued	003254515- 0002	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS.E M3	SURGICAL PORTAL DRIVER	Europea n Union	Issued	003254515- 0003	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS.E M4	SURGICAL PORTAL DRIVER	Europea n Union	Issued	003254515- 0004	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS.E M5	SURGICAL PORTAL DRIVER	Europea n Union	Issued	003254515- 0005	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS. GB	SURGICAL PORTAL DRIVER	United Kingdom	Issued	003254515- 0001	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe

1179.9DS. GB2	SURGICAL PORTAL DRIVER	United Kingdom	Issued	003254515- 0002	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS. GB3	SURGICAL PORTAL DRIVER	United Kingdom	Issued	003254515- 0003	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS. GB4	SURGICAL PORTAL DRIVER	United Kingdom	Issued	003254515- 0004	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DS. GB5	SURGICAL PORTAL DRIVER	United Kingdom	Issued	003254515- 0005	06/29/2016		06/29/2016			06/29/2041	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DSD V	SURGICAL PORTAL DRIVER	United States of America	Issued	29/631,173	12/28/2017	D854150	07/16/2019			12/28/2037	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.9DSD V2	SURGICAL PORTAL DRIVER	United States of America	Issued	29/691,589	05/17/2019	D870887	12/24/2019			05/17/2039	Jacob Blank   Robert D. Carter   Scott M. W. Haufe
1179.10.C N	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVATE PAIN AND RELATED METHODS	China	Issued	2017100570314	01/26/2017	ZL20171005 70314	09/03/2021			01/26/2037	Jacob Blank   Robert D. Carter   Adam L. Gullickson   Scott M. W. Haufe   Seth Iverson

## Trademarks

WBD File No.	Trademark	Country	Goods	Application No.
M73028 3000	DENERVEX	USA	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	86/252,752
M73028 3000EM	DENERVEX	European Union	10 Int. Medical devices, namely rotational denervation cautery devices for the treatment of facet joint syndrome	12818225
M73028 3000EM.GB	DENERVEX	United Kingdom	10 Int. Medical devices, namely rotational denervation cautery devices for the treatment of facet joint syndrome	UK00912818225
M73028 3004	DENERVEX DENERVEX (Stylized) (Color)	USA	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	86/483,213
M73028 3004MAD.EU	DENERVEX DENERVEX (Stylized) (Color)	European Union	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	IR1248920
M73028 3004MAD	DENERVEX DENERVEX (Stylized) (Color)	Int'l Registration - Madrid Protocol Only	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	IR1248920

M73028 3004MAD.GB	 DENERVEX (Stylized) (Color)	United Kingdom	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	UK008R1248920
M73028 3005	 MEDOVEX CORPORATION & Design (Color) M X	USA	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	86/483,208
M73028 3009	MEDOVEX	USA	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome; medical apparatus, namely IV mounts and suspension systems, consisting of intravenous bags sold empty and intravenous tubes for use in connection with IV stands, hospital beds, wheelchairs, wagons, booms, tank mounts and patient tables	86/707,184
M73028 3001	MEDOVEX CORPORATION	USA	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	86/252,842
M73028 3002EM	 MEDOVEX CORPORATION & Design (Color)	European Union	10 Int. Medical devices	12855672

M73028 3002EM	 MEDOVEX CORPORATION & Design (Color)	United Kingdom	10 Int. Medical devices	UK00912855672
M73028 3011	ROTACAPSULATION	Australia	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	1370686
M73028 3011	ROTACAPSULATION	China	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	58139006
M73028 3011	ROTACAPSULATION	European Union	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	1370686
M73028 3011	ROTACAPSULATION	United Kingdom	10 Int. Medical devices, namely, rotational denervation cautery devices for the treatment of facet joint syndrome	UK00801370686

## **INTELLECTUAL PROPERTY LICENSE AGREEMENT**

This Intellectual Property License Agreement (“Agreement”) is made, entered into, and effective as of April 2, 2021 (the “Effective Date”) by and between **Medovex Corp.**, a Nevada corporation having an address at 201 E. Kennedy Blvd, Suite 700, Tampa, Florida 33602 (“Licensor”) and **Medovex, LLC**, a Delaware limited liability company (“Licensee”).

### **Background**

Medovex owns certain personal property that the Licensee believes would be useful for or in the conduct of its business. The parties have entered into that certain Contribution Agreement of even date herewith that contemplates a transaction in which Medovex will assign and contribute such personal property and related rights, constituting all of the tangible assets of Medovex relating to the DenerveX® rotational ablation denervation device (the “DenerveX Device”) to the Licensee in exchange for the Consideration described in the Contribution Agreement. The contributed assets exclude all Intellectual Property (defined below) in or to the DenerveX Device, and Licensor retains ownership of all such Intellectual Property. Licensee would like to license the Intellectual Property for use in commercializing the DenerveX Device, and Medovex is willing to grant such a license to Licensee subject to the terms and conditions of this Agreement.

Now therefore, in consideration of the mutual promises and benefits stated herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### **ARTICLE 1 – DEFINITIONS**

1.1. “Base Applications” means the pending patent applications identified in Exhibit “A,” attached hereto and incorporated herein by this reference. The term “Base Applications” also includes all divisionals, continuations, reissues, re-examinations, continuation-in-part applications, and any other applications claiming priority to or the benefit of any of the Base Applications or any applications from which any Patent issues or grants.

1.2. “Improvements” means all inventions, developments, modifications, or improvements of an invention, component, method, process, material, or design, whether or not patentable, relating to the Patents, Base Applications, Technology, Intellectual Property, or Licensed Product that are made or acquired by Licensor or Licensee during the Term of this Agreement.

1.3. “Intellectual Property” means all intellectual property rights in or to the DenerveX Device, including, without limitation: (i) all Patents and Base Applications; (ii) the Technology and all other inventions (whether patentable or not in any country), invention disclosures, trade secrets, proprietary information, know-how, technical data, and claimed and unclaimed subject matter disclosed in any of the Patents or Base Applications; (iii) copyrights, mask works, copyright registrations, mask work registrations, and applications therefor in any country, and all other rights corresponding thereto throughout the world; (iv) the Trademarks; (v) other proprietary rights in technology, including, without limitation, design history files, sterilization plans, specifications, recipes of systems and subsystems, data, reports and records, software (in source code and object code), algorithms, architecture, databases, development tools, and all documentation and media



constituting, describing, or relating to the above, including, without limitation, manuals, memoranda, business information, anywhere in the world, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of each of the foregoing items; (vi) Improvements to any of the foregoing; and (vii) any applications, registrations, provisional applications, or other filings for, or to obtain, protect, perfect, or secure any of the foregoing, anywhere in the world.

1.4. “Key Patent Nonenforceability Event” means if at any time during the Term, one or more of the patents identified on Exhibit “B” to this Agreement become invalid or unenforceable in courts of competent jurisdiction within the European Union and all appeals and opportunities for appeals are finally exhausted, and Licensor does not cure such occurrence within sixty (60) days of its receipt of notice thereof of such invalidity or unenforceability.

1.5. “Licensed Field” means all uses in all areas, both commercial and non-commercial, without any exclusions or exceptions.

1.6. “Licensed Product” means, collectively, the DenerveX Device and any other article, device, method, process, or activity exploited by Licensee, including, without limitation, any making, using, selling, importing, and offering for sale that (i) would otherwise infringe any one or more claims of any Patent in the absence of a right or license; or (ii) uses, incorporates, or otherwise employs, in whole or in part, any Intellectual Property other than the Patents.

1.7. “Gross Sales” means the total revenues derived by Licensee from the sale of the Licensed Product without deductions or set-offs of any kind or nature.

1.8. “Patent” means the patents identified in Exhibit “A,” any and all patents issuing during the Term within the Territory claiming priority to or the benefit of any one or more of the Base Applications.

1.9. “Royalties” means, collectively, all Patent Royalties and all IP Royalties, which terms are defined in Sections 3.1(b) and 3.1(c) below, respectively.

1.10. “Sale of the Company” means (a) the closing of the sale, transfer or other disposition, in a single transaction or series of related transactions, or all or substantially all of Licensee’s assets or (b) a transaction or series of related transactions in which a person or entity, or a group of related persons or entities, acquires from the equityholders of Licensee’s securities representing more than fifty percent (50%) of the outstanding voting power of Licensee. For the avoidance of doubt, a transaction will not constitute a “Sale of the Company” if its sole purpose is to change the state of Licensee’s formation or to create a holding company that will be owned in substantially the same proportions by the persons who held Licensee’s securities immediately prior to such transaction.

1.11. “Technology” means all trade secrets, and all other data, discoveries, inventions, technical information, manufacturing processes, and know-how that are not publicly or generally known and that are disclosed to Licensee by or on behalf of Licensor under this Agreement for the use in the commercialization of the DenerveX Device.

1.12. “Term” means the term of this Agreement as set forth in Section 9.1 below.

1.13. “Territory” means worldwide.

1.14. “Trademarks” means all of Licensor’s trademarks related to the DenerveX Device, whether registered or unregistered, including, without limitation, the trademarks identified in Exhibit “A,” and all similar trademarks, service marks, trade dress, trade names, logos, internet domain names, and registrations and applications for registration thereof, together with all of the goodwill associated therewith.

## **ARTICLE 2 - GRANT OF LICENSE**

2.1. Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive, personal, non-transferable, limited license to make, use, sell, offer for sale and import the Licensed Products in the Licensed Field and throughout the Territory using the Intellectual Property during the Term (hereinafter the “License”). Licensee shall not have the right to grant sublicenses, without the express permission of the Licensor. Any rights not expressly granted to Licensee in this Agreement are retained by and reserved to Licensor.

## **ARTICLE 3 - PAYMENTS UNDER THE LICENSE**

3.1. Royalties. Licensee agrees to pay to Licensor the following royalties:

3.1.1. During the Patent Royalty Period (defined below), a royalty of six percent (6%) of the Gross Sales of all Licensed Products sold by Licensee in the Licensed Field within the Territory (the “Patent Royalties”), provided, however, that the Licensee’s first \$666,666.67 of Gross Sales shall be exempt from the Patent Royalties; and

3.1.2. Upon expiration of the Patent Royalty Period and for the remainder of the Term, a royalty of two percent (2%) of the Gross Sales of all Licensed Products sold by Licensee in the Licensed Field within the Territory after the Term (the “IP Royalties”).

3.2. Patent and IP Royalties. Licensee acknowledges and agrees that it is paying two separate and independent Royalties (Patent Royalties and IP Royalties) under this Agreement for activities relating to the Licensed Product.

3.3. Payment of Royalty. Royalties will be computed quarterly on a calendar year basis. Beginning on the Effective Date, the Royalties will begin to accrue immediately and will be paid quarterly based upon the following schedule:

3.3.1. For the period of January 1st through and including March 31st, payment shall be due on or before April 15th;

3.3.2. For the period of April 1st through and including June 30th, payment shall be due on or before July 15th;

3.3.3. For the period of July 1st through and including September 30th, payment shall be due on or before October 15th; and,

3.3.4. For the period of October 1st through and including December 31st, payment shall be due on or before January 15th of the following year.

For purposes of this Section, the term “Royalty Year” shall mean each consecutive twelve (12) month period beginning on the Effective Date and ending on the anniversary of the Effective Date.

3.4. Patent Prosecution and Maintenance Fees. Beginning on the Effective Date and continuing until the end of the Patent Royalty Period, Licensee shall be responsible for all costs, fees, expenses, and amounts, including, without limitation, all maintenance fees, annuities, and attorneys’ fees, incurred by Licensor for the prosecution and maintenance of the Patents and Base Applications in all jurisdictions throughout the Territory.

3.5. Unpaid Amounts. Any payments not timely made under this Agreement and any underpayments of previously owed amounts shall bear interest from the time such payment was due at the rate of one and one-half percent (1.5%) per month or the highest rate permissible by law if less.

3.6. Currency. Royalty payments will be made in U.S. Dollars regardless of where the Licensed Product is made or sold and notwithstanding currency restrictions or regulations in any country where the Licensed Product is sold. Sales made in any currency other than U.S. Dollars will be converted at the applicable rate of exchange published in the Wall Street Journal on the last day of the accounting period in which the Royalty payments accrue. Each such payment will include the Royalties which have accrued during the calendar quarter immediately preceding.

3.7. Royalty Period.

3.7.1. Patent Royalty Period. Licensee’s obligation to pay Patent Royalties shall commence upon the Effective Date and shall continue until the earlier of (i) termination or expiration of this Agreement; (ii) the fifteen (15) year anniversary of this Agreement; and (iii) upon the occurrence of a Key Patent Nonenforceability Event, the later of (A) the date of such Key Patent Nonenforceability Event and (B) the five (5) year anniversary of this Agreement (“Patent Royalty Period”). Notwithstanding the foregoing, if a Sale of the Company occurs following the occurrence of a Key Patent Nonenforceability Event, the Patent Royalty Period shall be deemed to have expired upon the closing of such Sale of the Company event. All such Patent Royalties shall be paid during the full Patent Royalty Period in the manner set forth in this Article 3.

3.8. Taxes. In addition to the charges due under this Agreement, and even if Licensee shall provide a tax exemption number or affidavit of exemption or other evidence of exemption, the Licensee shall be responsible for and reimburse Licensor for any taxes, including without limitation, sales, use, property, excise, VAT, value added and gross receipts levied on this Agreement, any payments hereunder and any activities subject to the License, except for taxes based solely on Licensor’s income (“Tax”). If necessary this Tax, when being collected, shall be paid by Licensee in the name of Licensor. Licensee shall not withhold any Tax or other amounts from any Royalties or other payments owing to Licensor under this Agreement.

## **ARTICLE 4 – TRADEMARKS**

4.1. Trademark Use Approval. Licensor shall have the right to approve any products, services, advertisements, or other materials exhibiting or otherwise using the Trademarks (the “Materials”). Licensor’s approval shall not be unreasonably withheld. Such approval may be given orally or implied based upon a review of Materials by Licensor’s personnel working for Licensee without objection or based upon Licensor’s participation in the design and creation of Materials.

Any Materials submitted to Licensor shall be deemed approved unless Licensor notifies Licensee to the contrary within thirty (30) days after receipt of such Materials. Any product developed, manufactured, distributed, sold, and advertised by Licensee shall conform to the Materials approved or deemed approved by Licensor. Licensor shall have the right to terminate the License and this Agreement upon Licensee's failure to have any Materials approved after having received written notice from Licensor of such failure and a reasonable opportunity to cure.

4.2. Acknowledgment and Marking. Licensee acknowledges and agrees that: (i) Licensor is the sole and exclusive owner of all rights, title, and interest in and to the Trademarks and of the right to use the Trademarks and to grant the Licenses for use of the Trademarks by Licensee; (ii) Licensee will never claim or assert any claim of ownership or title to the Trademarks; (iii) Licensee will never claim any right to use the Trademarks except for the License expressly granted by Licensor under this Agreement; and (iv) Licensor at all times has retained ownership of the Trademarks and has made no transfers thereof to Licensee under any other agreement. Licensee shall prominently display the Trademarks in connection with commercialization of the DenerveX Device and shall include all notices and legends with respect to Licensor's Trademarks as are or may be required by applicable federal, state, and local trademark law or which may be reasonably requested by Licensor.

4.3. Use of Similar Marks. Licensee shall at no time adopt or use, without Licensor's prior written consent, any variation of the Trademarks, including translations, or any mark likely to be similar to or confusing with the Trademarks. In the event that Licensor consents to any variation of the Trademarks, Licensee hereby agrees that Licensor shall own such new mark and Licensor shall have the right to file and obtain in Licensor's name all United States and international trademark registrations. Licensee agrees to give Licensor reasonable assistance, including execution and delivery of all documents required by Licensee, in filing such applications for trademark registration.

4.4. Trademark Validity. Licensee shall not contest or deny the validity or enforceability of any or all of the Trademarks or oppose or seek to cancel any registration thereof by Licensor, or aid or abet others in doing so, either during the Term of this Agreement or at any time thereafter.

4.5. Good Faith Business. Licensee agrees that it shall conduct its business in a dignified manner, consistent with and enhancing the general reputation of the Trademarks and Licensor, and in accordance with good trademark practice.

4.6. Goodwill. Any and all goodwill arising from Licensee's use of the Trademarks and attributable to the Trademarks shall inure solely to the benefit of Licensor, and neither during the Term or following the termination, cancellation or expiration of this Agreement and the License granted hereunder shall Licensee assert any claim to the Trademarks or such goodwill. Licensee shall not take any action that could be detrimental to the goodwill associated with the Trademarks or with Licensor.

## **ARTICLE 5 RECORDS UNDER THE LICENSE**

5.1. Records and Accounting. During the Term of this Agreement and for seven (7) years thereafter, Licensee shall keep complete and accurate records of its Gross Sales under the License and all activities under this Agreement in sufficient detail to enable the Royalties and other

amounts payable hereunder to be determined and in accordance with generally accepted accounting principles. Licensee agrees to permit Licensors and its accountants, agents, and other designees with five (5) business days written notice, to periodically examine its books, ledgers, and records during regular business hours for the purpose of and to the extent necessary to verify any report required under this Agreement and to conduct an audit (hereinafter referred to as the “Audit”). Licensors shall pay its own costs associated with the Audit unless the Audit results reflect an underpayment by Licensee of five percent (5%) or more of any payment due hereunder. In such instance Licensee shall pay all of Licensors’s costs and expenses associated with the Audit.

## **ARTICLE 6 - PATENT PROSECUTION AND ENFORCEMENT**

6.1. Filing and Prosecution of Patent Applications. The right to file, prosecute, and control all Patents, Base Applications, and other Intellectual Property rights rests solely with the Licensors. Licensors, in its sole discretion, will control the decision to file and the prosecution of all Patents and other Intellectual Property throughout the Territory.

6.2. Patent and Trademark Maintenance and Renewal. Licensee shall have sole responsibility for all post-grant and post-issuance maintenance of the Patents and Trademarks, including, without limitation, by timely paying all maintenance fees and annuities in each jurisdiction where the Patents and Trademark subsist, and by timely filing all affidavits, evidence, and other documents for the purpose of maintaining enforceability of the Patents and Trademarks throughout the full extent of the Term. Licensee acknowledges and agrees that this obligation is undertaken as a reasonable allocation of expense to Licensee in its role under the exclusive License in the Territory. Licensee’s discharge of this responsibility in no way shall be construed as transferring any ownership interest in or to the Patents or Trademarks from Licensors to Licensee.

6.3. Enforcement. Licensee has a duty to notify Licensors of any known and/or suspected infringement of the Licensed Product occurring within the Territory. The right to institute such a suit for infringement of the Licensed Product occurring within the Territory rests solely with the Licensee, provided that if Licensee fails to promptly institute such suit for infringement or informs the Licensors that it does not plan to institute such suit for infringement, Licensors shall have the option, exercisable upon written notice to Licensee to assume and control the institution of such suit. Licensee will provide full cooperation and assistance in any actions brought by Licensors, including Licensee’s joining the suit as a party.

6.4. Validity Challenges by Licensee.

6.4.1. Licensee shall not institute or actively participate as an adverse party in, or otherwise provide material support to, any legal action or administrative proceeding to obtain a ruling that any Patent claim is invalid, unenforceable, or not patentable or that any Licensed Product does not infringe one or more claims of any Patent (“Patent Challenge”) until the expiration of sixty (60) days after Licensee serves on Licensors written notice of such Licensee’s intention to bring or participate in a Patent Challenge. Licensee shall also provide to Licensors a complete written disclosure of each and every basis then known to Licensee for the Patent Challenge and shall provide Licensors with a copy of any document or publication that such Licensee may use in connection with the Patent Challenge.

6.4.2. Upon the commencement of a Patent Challenge, (by the Licensee only) the

Licensors, at its sole discretion, may either (i) immediately terminate this Agreement; or (ii) immediately terminate the exclusivity of the license granted in Section 2.1 of this Agreement, and Licensee's continued exploitation of all Licensed Products thereafter shall be on a non-exclusive basis.

6.4.3. Any Patent Challenge asserted by Licensee shall be brought solely and exclusively in the U.S. District Court for the Middle District of Florida, Tampa Division, in Hillsborough County, Tampa, Florida. Licensee shall not file any Patent Challenge in the Patent Trial and Appeal Board of the U.S. Patent & Trademark Office, or in any equivalent or counterpart administrative tribunal in any jurisdiction in the Territory.

6.4.4. Licensee's failure to comply with the provisions of this Section 6.4 shall constitute a material breach of this Agreement.

## **ARTICLE 7 - WARRANTIES AND OBLIGATIONS OF LICENSEE**

7.1. Warranties to Licensors. Licensee represents and warrants to Licensors and each purchaser or customer of Licensed Products that: (1) all services, manufacturing and other activities under the License and this Agreement shall be performed in a professional workmanlike manner; (2) Licensee has good title to all Licensed Products sold or delivered hereunder, free and clear of all liens and encumbrances; (3) Licensee shall use best efforts to ensure that all Licensed Products and related services and activities under the License are performed and delivered free of material defects in manufacture, design, and workmanship; and (4) Licensee shall manufacture and use the Licensed Products with the same quality as manufactured by the Licensors. Licensors shall have the right to control the agreed-upon quality and to stop the sale of Licensed Products which are below standard. Licensors may exercise this right to control by personal inspection of the production. The foregoing representations and warranties are material obligations placed upon Licensee.

7.2. Indemnification. Notwithstanding any provision of this Agreement to the contrary, Licensee agrees to defend, hold harmless, and indemnify Licensors, its officers, employees, and agents from and against any claims, loss, damage, injury demands, or causes of action whatsoever ("Losses") including, without limitation, those arising on account of: (i) any injury or death of persons or damage to property of Licensors or any third party caused by, or arising out of, or relating to any intentional, reckless or negligent act or omission; (ii) strict liability or product liability of Licensee or its employees, sub-licensees, agents, or invitees in performing any and all obligations or services under this Agreement; (iii) Licensee's manufacture, use, distribution, or sale of Licensed Products, including, without limitation, the use thereof by any third party; (iv) any breach of this Agreement; or (v) Licensee's exercise or practice of the License granted hereunder; provided, however, that Licensee's obligations under (i), (iii), and (iv) above shall not apply to Losses occurring prior to the Effective Date.

7.3. Marking. The Licensee shall comply with all patent marking requirements under all applicable laws within the Territory including, without limitation, placing in a conspicuous location on all Licensed Products a patent notice in accordance with the United States patent laws, including 35 U.S.C. § 287 and the laws of all other jurisdictions within the Territory. The Licensee agrees to mark any products made using a process covered by a Patent with the number of each such Patent.

7.4. Compliance With Laws. Licensee shall comply at all times at its sole expense with

all applicable state and federal laws, rules, licensing and regulations pertaining to its business and operations and its performance of the Services including, without limitation, compliance with all state and federal laws, and the laws of all other jurisdictions within the Territory.

7.5. Trade Secrets. Licensee acknowledges and agrees that: (a) the Technology is comprised of trade secrets and confidential and proprietary information that is not publicly or generally known, is not readily ascertainable by proper means, possesses substantial and significant economic value by remaining secret, and has been the subject of reasonable efforts to maintain its secrecy; (b) the Technology cannot be derived from the Base Applications; (c) Licensors are the sole and exclusive owners of the Technology; and (d) Licensee does not possess the Technology or any related know how to implement a production process or to manufacture products that achieve the advantages of the Technology. Licensee agrees that during the term of this Agreement and thereafter it shall not take any present or future direct or indirect action to challenge, attack, or otherwise contest the validity, ownership, or rights of Licensors in or to the Technology's status as trade secrets protected from disclosure and use under all applicable laws, or to enjoin, oppose or otherwise interfere with Licensors' full enjoyment and use of the Technology as trade secrets in any manner whatsoever worldwide. Nor shall Licensee aid any third party in connection with the foregoing.

## **ARTICLE 8 - DEFENSE AND INSURANCE**

8.1. Defense. In the event a third party brings an action to obtain a declaration of invalidity of one or more Patents, (a "DJ-Action") against the Licensors and/or the Licensee, then the Licensors shall have the first right to defend said action at its own costs and expense and to control the ensuing litigation. If the Licensors elect not to defend the DJ-Action, then Licensee may defend the DJ-Action at its own cost and expense and to control the ensuing litigation. If a litigating party finally prevails, it shall retain all damages which it may collect.

8.2. Insurance. Licensee shall maintain Comprehensive General Liability and Property Damage Insurance (including completed operations and product liability coverage) of not less than \$2,000,000 per person, \$2,000,000 per occurrence for bodily injury, and \$1,000,000 per occurrence for property damage as protection against all risks of damage to or destruction of property or bodily injury, sickness, or disease (including death resulting at any time therefrom) of persons, wherever located, resulting from Licensee's or its sub-licensee's negligence, strict liability, product liability, or failure to exercise reasonable care in performing the obligations hereunder in accordance with applicable law. Licensors shall be named as an additional insured on all such policies, and Licensee shall provide Licensors with evidence of the same in the form of an endorsement. All insurance coverage required hereunder shall be issued in a form reasonably acceptable to Licensors. All insurance coverage procured hereunder shall provide that no material change or cancellation in insurance shall be made by Licensee without thirty (30) days prior written notice to Licensors. Compliance or failure to comply by Licensee with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve Licensee of its liabilities and obligations under this section.

8.3. Limitation on Liability. EXCEPT FOR CASES OF LIABILITY FOR INTENTION, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR LICENSEE'S SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE

PERFORMANCE OR BREACH THEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **ARTICLE 9 - TERM OF LICENSE AND TERMINATION**

9.1. Term. Unless terminated in accordance with Section 9.2 or 9.3 below, the term of this Agreement shall begin on the Effective Date and shall continue until Licensee ceases all commercial use or exploitation of the Licensed Products in the Territory ("Term").

9.2. Default by Licensee. Except as set forth in Section 9.3, Licensor has the right to terminate this Agreement and the License granted to Licensee hereunder: (i) pursuant to Section 6.4.2, or (ii) if the Licensee at any time defaults in any material obligation under this Agreement, and such default is not cured within sixty (60) days after written notice from Licensor to Licensee specifying the nature of the default, and such termination will become effective at the close of business on the thirtieth day after giving such notice. For purposes of this Section 9.2, it shall be a material breach of this Agreement by Licensee if Licensee becomes bankrupt or insolvent and/or if the business of Licensee is placed in the hands of a receiver, assignee for the benefit of creditors, or trustee, whether by voluntary act of Licensee or otherwise, and Licensor shall have the right to terminate if not cured by Licensee after Licensor has provided Licensee with notice and sixty (60) days to cure as set forth above in Section 9.2(ii).

9.3. Termination for Nonpayment. This Agreement will terminate sooner than as set forth in Section 9.2 above if the Licensee shall at any time default under any obligation under this Agreement relating to a failure to make any Report, pay any Royalty payments, or permit the inspection of its books and records upon proper notice as herein-above required, and such default is not cured within ten (10) days after written notice to Licensee specifying the nature of the default.

9.4. Effects of Termination. If this Agreement is terminated, cancelled, or expires for any cause or reason whatsoever:

9.4.1. Nothing herein shall relieve Licensor or Licensee of any obligations or liability accrued hereunder prior to such termination, nor rescind or give rise to any rights or rescind anything done or any payments made or other consideration given hereunder prior to the effective time of such termination and shall not effect in any manner the rights of either party arising out of the Agreement prior to such termination; and

9.4.2. After the effective date of the termination, Licensee will provide Licensor with a report for all Royalties due as of the date of termination and a written inventory of all Licensed Products in process of manufacture or in stock. Provided Licensee is not in default under this Agreement, Licensee may sell any such remaining Licensed Product inventory within ninety (90) days following such termination provided all Royalties are paid thereon within five (5) business days of all such sales. Otherwise all such inventory shall be delivered to Licensor at no charge; and

9.4.3. The License shall be immediately and automatically revoked without notice. Except as expressly permitted by Section 9.4.2, Licensee shall immediately cease all use of the Licensed Product, and all rights and privileges granted to Licensee hereunder shall immediately and automatically revert to Licensor. Licensee shall also immediately return to Licensor all Confidential Information in Licensee's possession, custody, or control.



## ARTICLE 10 - OBLIGATIONS AND DUTIES OF THE LICENSOR

10.1. Ownership/Conveyance Warranty. Licensor warrants to the Licensee that it is the sole owner of all Patents and Intellectual Property rights being licensed hereunder.

10.2. No Interfering Rights Warranty. Licensor is not aware of any conflicting third party property rights, including blocking patents, copyrights, or any other rights of third parties, that may interfere with any of Licensee's activities under this Agreement or diminish the rights conveyed to Licensee by this Agreement. However, Licensor makes no warranties that: (a) the Technology or disclosures in the Patents are accurate, correct, defect-free, or error free, or that the use of the foregoing information is adequate for the production or use of the Licensed Products or that the technical information is complete; (b) the use of the License, the Licensed Product or any activities under this Agreement does not infringe third parties' rights or does not cause damages to third parties; or (c) any of the Patents now issued or later issued are valid or enforceable.

## ARTICLE 11 - COMMUNICATIONS AND NOTICES

11.1. Mode and Manner. Any payment, notice, or other communication required or permitted to be made or given to either party hereto pursuant to this Agreement will be in writing and will be sufficiently made or given on the date of service if sent to such party by overnight delivery or by certified or registered mail, postage pre-paid, addressed to it at its address set forth above or to such other address as it designates by written notice delivered to the other party.

## ARTICLE 12 - OWNERSHIP OF IMPROVEMENTS

12.1. Licensor Improvements. In the event that any Improvements are conceived or reduced to practice during the course of this Agreement by Licensor or its employees, all inventions entitled to any patent or patents maturing therefrom will be owned by Licensor (a "Licensor Invention").

12.2. Joint Invention Rights. In the event that any Improvements are conceived or reduced to practice during the course of this Agreement under which the Licensor and the Licensee or any of their respective employees may be a joint inventor, all inventions entitled to any patent or patents maturing therefrom will be owned solely by Licensor, and Licensee hereby irrevocably and unconditionally assigns to Licensor all rights, title, and interest therein worldwide and to any and all Patents thereon.

12.3. Licensee Improvements. In the event that any Improvements are conceived or reduced to practice during the course of this Agreement solely by Licensee or its employees, agents, or contractors, all inventions entitled to any patent or patents maturing therefrom will be owned solely and exclusively by Licensee (a "Licensee Invention"). Licensee shall promptly disclose to Licensor each Licensee Invention and shall offer Licensor a license to use the same and the parties shall negotiate in good faith.

## ARTICLE 13 – CONFIDENTIALITY

13.1. Confidential Information. For purposes of this Agreement the term "Confidential Information" includes any information disclosed by one party to another under this Agreement that is not publicly or generally known including, but not limited to, ideas, inventions, discoveries,

improvements, algorithms, formulas, computer programs, Technology, Improvements, the contents of unpublished patent applications, product plans, products, product updates and upgrades, services, pricing information, developments, processes, designs, drawings, engineering, development information, trial and clinic tests, research and development, customer lists, customer information, marketing, advertising, business and marketing plans, business and financial information, whether protectable under applicable patent or copyright law or otherwise. Licensee represents, acknowledges, and agrees that the Technology contains highly valuable and proprietary trade secrets of the Licensor and that Licensee receives a competitive advantage in the Territory marketplace by receiving a license to these trade secrets from Licensor on the terms and conditions set forth in this Agreement.

13.2. Restrictions on Confidential Information. During the term of this Agreement and thereafter until such time as that portion of the Confidential Information no longer qualifies for protection as trade secrets or confidential or proprietary business information under all applicable laws, each party will maintain the other party's Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information except during the term of this Agreement in connection with each party's performance under this Agreement, and neither party will disclose the Confidential Information to any third parties. Upon the termination or expiration of this Agreement or at the request of either party at any time, each party will return the other party's Confidential Information to that party.

13.3. Exclusions. The confidentiality obligation in Section 13.2 shall lapse if Confidential Information: (i) becomes a part of the public domain without breach of this Agreement by the receiving party; or (ii) is legitimately obtained by the receiving party without a commitment of confidentiality from a third party. Either party may provide Confidential Information to an authorized body pursuant to judicial action or government regulations, provided that the party required to disclose Confidential Information shall promptly notify the other party in writing, who may seek to obtain suitable protective orders to maintain the confidentiality of Confidential Information before the disclosing party actually makes such disclosure.

## **ARTICLE 14 - CONSENT AND COOPERATION**

14.1. Consent. Any party who is required to give consent under this Agreement will not unreasonably withhold it. Each party will execute any instruments reasonably necessary to implement the provisions of this Agreement.

14.2. Non-Assignability. The parties agree that this Agreement imposes personal obligations upon Licensee and, without Licensor's prior written consent, which consent shall not be unreasonably withheld, Licensee will not assign or transfer any rights under this Agreement, whether by agreement, merger, reorganization, or in connection with the sale of all or substantially all of the assets or equity interest in Licensee, or by operation of law or otherwise. Any attempted assignment in breach of this Section 14.2 shall be void and of no force or effect.

14.3. Buy-Out. In the event that a third party acquires Licensor by agreement, merger, reorganization, or in connection with the sale of all or substantially all of the assets or equity interest in Licensor, or by operation of law or otherwise, all Intellectual Property rights held by Licensor and subject to the License shall be transferred to Licensee for reasonable consideration as part of such transaction.

14.4. Benefits and Burdens. This Agreement and each and every covenant, term, and condition herein is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is binding upon any third parties that acquire all ownership or control of one of the parties hereto through a transfer and ownership interest or as a part of the sale of all or substantially all of one of the party's assets.

14.5. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors, and permitted assigns, and they will not be construed as conferring any rights on any other persons. The parties agree there are no express or intended third party beneficiaries of this Agreement.

14.6. Cooperation. Licensee shall, during the Term of this Agreement and following the termination, cancellation, or expiration thereof, execute such documents and provide such cooperation as Licensors may reasonably request from time to time to ensure that all right, title, and interest in and to the Intellectual Property reside with Licensors.

## **ARTICLE 15 - GOVERNING LAW**

15.1. Governing Law. This Agreement shall be governed by, and interpreted under, the laws of the State of Delaware applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of law. Except in respect to an action commenced by a third party in another jurisdiction and actions under Section 6.4.3, the parties hereto hereby agree that any legal suit action, or proceeding arising out of or relating to this Agreement must be exclusively instituted in a federal or state court in Hillsborough County, Tampa, Florida, and the parties hereto hereby irrevocably submit to the jurisdiction of any such court and waive any objection to the laying of venue in, jurisdiction over their person in, or the inconvenience of, such forum.

15.2. Venue for Equitable Relief. Notwithstanding Section 15.1 above, in the event Licensee is in breach of any obligation under this Agreement, Licensors shall have the right to institute suit in any state or federal court of competent jurisdiction located within the Territory to obtain equitable, emergency, or provisional relief under this Agreement including, without limitation, a temporary or preliminary injunction or specific performance and the parties agree that such court shall retain jurisdiction throughout the entirety of the proceedings through entry of final judgment or adjudication of all issues.

## **ARTICLE 16 - ADDITIONAL TERMS**

16.1. Counterparts and Translations. This Agreement may be prepared in two identical and original counterparts. If a counterpart shall be prepared in a language other than English, then the English language version shall control and the non-English counterpart shall be for convenience only and shall not affect the performance or interpretation of the Agreement. Likewise, the exchange of a fully executed Agreement by electronic transmission (whether by separately executed counterparts or otherwise) shall be fully binding on the parties with respect to the terms and conditions of the Agreement.

16.2. Headings, Persons, and Plurals. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in

any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or body, association, unincorporated organization, or any other entity.

16.3. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

16.4. Attorneys' Fees. In connection with any legal, arbitration, and/or other proceedings arising out of or relating to this Agreement, including appeal and enforcement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the other party.

16.5. No Other Rights. Except as otherwise provided herein by the License, no license or other rights, express or implied, are granted to either party. The relationship of Licensor to Licensee is that of an independent contractor and neither Licensee nor its agents or employees shall be considered employees of Licensor. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Licensor and Licensee. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided herein.

16.6. Integration. This Agreement and any attached exhibits constitute the entire and only agreement between the parties regarding the subject matter of hereof, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both parties. No terms or provisions in any subsequent shipping documents, bills of lading, purchase orders, or other similar documents that are materially different from these terms and conditions shall be binding upon either party unless evidenced in writing by a duly authorized officer of each party. Such terms or provisions not in compliance with this section shall be of no force or effect.

16.7. Equitable Relief. The parties stipulate that a breach of Article 13 or of Sections 12.2 or 12.3 above will cause immediate and irreparable harm and significant injury, for which there is no adequate remedy at law and that Licensor shall be entitled, in addition to any other rights and remedies it may have, to specific performance and other equitable remedies to restrain any threatened, continuing or further breach of this Agreement without proof of actual damages sustained by Licensor and without the requirement of posting a bond. In addition to these equitable remedies, Licensee shall be liable to Licensor for any and all damage to Licensor caused by Licensee's breach of Article 13 or of Sections 12.2 or 12.3.

16.8. No Waiver. No waiver shall be effective unless in writing. The failure of any party to enforce a right under this Agreement will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

16.9. Limitation on Use. Nothing in this Agreement will be construed as conferring upon either party the right to include in any reference to the other party, anywhere in the world, its trademarks, trade names, service marks, those trademarks and services marks used in connection with the Licensed Products, or other trade identity without the other party's prior express written consent.

16.10. Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties.

16.11. Survival. The provisions of Articles 1, 8, 12, 13, 15, and 16, and Sections 3.5, 3.6, 3.7, 3.8, 4.2, 4.3, 4.4, 4.6, 5.1, 7.1, 7.2, 7.5, 9.4, and 14.6 and all other terms and provisions which by their nature survive the termination, expiration, or cancellation of this Agreement, shall so survive.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

Licensor:

**MEDOVEX CORP.,**  
a Nevada corporation

By:   
Name: Jeremy Daniel  
Title: CFO

Licensee:

**MEDOVEX, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

Licensor:

**MEDOVEX, CORP.,**  
a Nevada corporation

By: \_\_\_\_\_

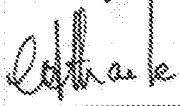
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Licensee:

**MEDOVEX, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:  **CHASMER D. ATHAVALE**

Title: **C.E.O.**

*Signature Page to Intellectual Property License Agreement*

# EXHIBIT "A"

MB Ref.	STATUS	COUNTRY NAME	TITLE	INVENTORS	APPLICATION NUMBER	DATE FILED	LOCAL FILING DATE	PUBLICATION NO.	PUBLICATION DATE	PATENT NUMBER	GRANT DATE
1179.10.CN	Published	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	2017100570314	1/26/17		107049473	Aug 18, 2017		
1179.10.CNX	Issued	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	2017200981285	1/26/17		207220874		ZL2017200981285	4/13/18
1179.10.EP	Published	European Patent Office	Surgical Tools for Spinal Facet Therapy to Alleviate Pain	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	17702236.5	1/17/17	8/24/18	3407810	Dec 5, 2018		
1179.10.WO	Completed	PCT	Surgical Tools for Spinal Facet Therapy to Alleviate Pain	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	PCTUS17013744	1/17/17		WO17132004	Aug 3, 2017		



1179.10PR	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Scott M. W. Haufe, Jacob Blank, Adam L. Gullickson, Seth Iverson	62/288,638	1/29/16					
1179.3	Issued	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	14/257,490	4/21/14		14 0324044	Oct 30, 2014	9883882	2/6/18
1179.3.AU	Issued	Australia	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2014257302	4/21/14	9/22/15			2014257302	7/30/19
1179.3.AU2	Pending	Australia	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2019205969	4/21/14	7/15/19				

1179.3.BR	Published	Brazil	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	1120150259359	4/21/14	10/13/15	2429	Jul 25, 2017		
1179.3.CA	Published	Canada	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2938631	4/21/14	8/3/16	2938631	Oct 30, 2014		
1179.3.CN	Issued	China	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe	2014101674798	4/24/14		104116555	Oct 29, 2014	104116555	1/22/19
1179.3.CNX	Issued	China	Minimally Invasive Surgical Tools for Spinal Facet Therapy To Alleviate Pain And Associated Kits And Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2014202029334	4/24/14		204394669		ZL2014202029334	6/17/15

1179.3.CNX2	Issued	China	Minimally Invasive Surgical Tools for Spinal Facet Therapy To Alleviate Pain And Associated Kits And Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2015202423693	4/21/15	4/21/15			ZL2015202423693	10/28/15
1179.3.EP	Published	European Patent Office	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	14787585.0	4/21/14	9/22/15	2991564	Mar 9, 2016		
1179.3.HK	Issued	Hong Kong	SURGICAL TOOLS AND KITS FOR PAIN ALLEVIATING SPINAL JOINT FACET THERAPY	Scott M. W. Haufe	151040272	7/19/19		1203342A	Oct 30, 2015	1203342B	3/20/20
1179.3.MX	Issued	Mexico	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	2015014936	4/21/14	10/23/15			367291	8/13/19
1179.3.NZ	Issued	New Zealand	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	712599	4/21/14	9/22/15			712599	6/26/18

1179.3.WO	Completed	PCT	Minimally Invasive Methods for Spinal Facet Therapy to Alleviate Pain and Associated Surgical Tools, Kits and Instructional Media	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	PCTUS14034743	4/21/14		WO14176141	Oct 30, 2014		
1179.3.CT	Published	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	15/850,630	12/21/17		20180132879	May 17, 2018		
1179.3.DV	Published	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	15/850,662	12/21/17		20180132880	May 17, 2018		
1179.3.PR	Expired	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET DEBRIDEMENT TO ALLEVIATE PAIN AND ASSOCIATED KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe	61/815,416	4/24/13					

1179.3PR2	Expired	United States of America	MINIMALLY INVASIVE METHODS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND ASSOCIATED SURGICAL TOOLS, KITS AND INSTRUCTIONAL MEDIA	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	61/977,817	4/10/14					
1179.4	Issued	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	14/810,683	7/28/15		16 0030106	Feb 4, 2016	9980771	5/29/18
1179.4.AU	Issued	Australia	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2015298241	7/17/15	1/3/17			2015298241	1/9/20
1179.4.BG	Lapsed	Bulgaria	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18

1179.4.BR	Closed	Brazil	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	1120170014696	7/17/15	1/24/17	2448	Dec 5, 2017		
1179.4.CN	Issued	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2015104534515	7/29/15		105411666	Mar 23, 2016	ZL2015104534515	11/5/19
1179.4.CNX	Issued	China	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	201520557413X	7/29/15		205181467		ZL201520557413X	4/27/16
1179.4.DE	Issued	Germany	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18
1179.4.EP	Completed	European Patent Office	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18

1179.4.FR	Issued	France	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18
1179.4.GB	Issued	United Kingdom	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	15750853.2	7/17/15	12/30/16	3148451	Apr 5, 2017	3148451	6/6/18
1179.4.HK	Issued	Hong Kong	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haute, Seth Iverson, Jacob Blank, Arik Zoran	161101801	7/29/15	8/26/16	1221888A	Jun 16, 2017	HK1221888	7/31/20
1179.4.IN	Published	India	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	201747002673	7/17/15	1/24/17	212017	May 26, 2017		
1179.4.JP	Issued	Japan	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gullickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2016576012	7/17/15	12/26/16			6689761	4/10/20

1179.4JP2	Pending	Japan	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gulickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	2020005550	7/17/15	1/17/20			
1179.4.NZ	Closed	New Zealand	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gulickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	728003	7/17/15	1/3/17			
1179.4.WO	Completed	PCT	Surgical Tools for Spinal Facet Therapy to Alleviate Pain and Related Methods	Scott M. W. Haute, Adam L. Gulickson, Robert D. Carter, Seth Iverson, Jacob Blank, Arik Zoran	PCTUS15040867	7/17/15		WO16018643	Feb 4, 2016	
1179.4CT	Issued	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gulickson, Scott M. W. Haute, Seth Iverson, Jacob Blank, Arik Zoran	15/964,422	4/27/18		20180243029	Aug 30, 2018	10588688
1179.4IP	Issued	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gulickson, Scott M. W. Haute, Seth Iverson, Jacob Blank	15/093,148	4/7/16		16 021,3415	Jul 28, 2016	10398494
										9/3/19



1179,4IPDV	Published	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank	16/520,738	7/24/19		20190343575	Nov 14, 2019		
1179,4PR	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	62/031,037	7/30/14					
1179,4PR2	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Scott M. W. Haufe, Adam L. Gullickson, Robert D. Carter	62/043,537	8/29/14					
1179,4PR3	Expired	United States of America	SURGICAL TOOLS FOR SPINAL FACET THERAPY TO ALLEVIATE PAIN AND RELATED METHODS	Robert D. Carter, Adam L. Gullickson, Scott M. W. Haufe, Seth Iverson, Jacob Blank, Arik Zoran	62/135,791	3/20/15					
1179,6	Issued	United States of America	SURGICAL TOOLS WITH POSITIONAL COMPONENTS	Scott M. W. Haufe, Robert D. Carter	15/527,920	12/10/15	5/18/17	20180310975	Nov 1, 2018	10595919	3/24/20
1179,6,CN	Issued	China	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	201580067317X	12/10/15	6/9/17	106999210	Aug 1, 2017	ZL201580067317X	10/30/20
1179,6,DE	Issued	Germany	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	15867310.3	12/10/15	4/14/17	3190997	Jul 19, 2017	3190997	3/11/20

1179,6,EP	Completed	European Patent Office	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	15867310.3	12/10/15	4/14/17	3190997	Jul 19, 2017	3190997	3/11/20
1179,6,GB	Issued	United Kingdom	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	15867310.3	12/10/15	4/14/17	3190997	Jul 19, 2017	3190997	3/11/20
1179,6,HK	Published	Hong Kong	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	181014903	1/31/18		1241681A	Jun 15, 2018		
1179,6,WO	Completed	PCT	Surgical Tools with Positional Components	Scott M. W. Haufe, Robert D. Carter	PCTUS15064988	12/10/15		WO16094653	Jun 16, 2016		
1179,6PR	Expired	United States of America	Surgical Tools with Stabilizers	Scott M. W. Haufe, Robert D. Carter	62/091,226	12/12/14					
1179,6PR2	Expired	United States of America	SURGICAL TOOLS WITH STABILIZERS	Scott M. W. Haufe, Robert D. Carter	62/093,589	12/18/14					
1179,8	Issued	United States of America	COMBINATION TISSUE REMOVAL AND CAUTERIZATION INSTRUMENT	Scott M. W. Haufe	12/361,184	1/28/09		10 0191234	Jul 29, 2010	8167879	5/11/12
1179,9DS	Issued	United States of America	SURGICAL PORTAL DRIVER	Robert D. Carter, Scott M. W. Haufe, Jacob Blank	29/553,207	1/29/16				D810290	2/13/18
1179,9DS,CN	Issued	China	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	201630355939X	7/29/16				ZL201630355939X	1/18/17
1179,9DS,EM	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0001	6/29/16				003254515-0001	6/29/16

1179,9DS.EM2	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0002	6/29/16					003254515-0002	6/29/16
1179,9DS.EM3	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0003	6/29/16					003254515-0003	6/29/16
1179,9DS.EM4	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0004	6/29/16					003254515-0004	6/29/16
1179,9DS.EM5	Issued	European Union	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	003254515-0005	6/29/16					003254515-0005	6/29/16
1179,9DSDV	Issued	United States of America	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	29/631,173	12/28/17					D854150	7/16/19
1179,9DSDV2	Issued	United States of America	SURGICAL PORTAL DRIVER	Robert D. Carter, Jacob Blank, Scott M. W. Haufe	29/691,589	5/17/19					D870887	12/24/19

## **EXHIBIT “B”**

### Patent Number (Granted Patents)

3148451  
3190997  
003254515-0001  
003254515-0002  
003254515-0003  
003254515-0004  
003254515-0005

### Patent Number (Pending)

3407810  
2991564