

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI70316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cook Medical Technologies LLC	02/29/2024
RECEIVING PARTY DATA	
Company Name:	C2DX, INC.
Street Address:	555 East Eliza Street, Ste. A
City:	Schoolcraft
State/Country:	MICHIGAN
Postal Code:	49087
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	18102320
Application Number:	17226482
PCT Number:	US2311719
Patent Number:	9867733
Patent Number:	10799388
Patent Number:	11744726
Patent Number:	10123900
Patent Number:	11357660
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(703)773-4000
Email:	BostonIPDocketing@dlapiper.com
Correspondent Name:	Jin Lee
Address Line 1:	11911 Freedom Drive
Address Line 2:	Suite 300
Address Line 4:	Reston, VIRGINIA 20190
ATTORNEY DOCKET NUMBER:	443263-000001
NAME OF SUBMITTER:	Jin Lee
SIGNATURE:	Jin Lee

PATENT

DATE SIGNED:	03/05/2024
Total Attachments: 7 source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page1.tif source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page2.tif source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page3.tif source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page4.tif source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page5.tif source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page6.tif source=Project Quickbeam - Biotech Patent Assignment (EXECUTED) (4873-0996-3946.v1)#page7.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is made as of February 29, 2024, by and between Cook Medical Technologies LLC, an Indiana limited liability company (“Assignor”) and C2Dx, Inc., a Michigan corporation (“Assignee” and together with Assignor, the “Parties”).

RECITALS

A. **WHEREAS**, Assignor is the record owner of the Assigned Patent Rights (as defined below); and

B. **WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of January 17, 2024, by and between Assignee and an Affiliate of Assignor (the “Purchase Agreement”), Assignor has agreed to sell, assign and transfer to Assignee the Assigned Patent Rights.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the mutual agreements and covenants herein and therein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions

Capitalized terms used but not defined in this Assignment Agreement shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to those patent rights listed on Schedule A hereto, including, without limitation, the right to claim priority from the same in the United States and all foreign countries, and to claim the priority from the same as provided by the Paris Convention, together in each case with all registrations, applications therefor, patents (as applicable) issuing from any applications therefor, and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, including, without limitation, any division, renewal, continuation in whole or in part, substitution, conversion, reissue, reexamination, prolongation or extension thereof, now or hereafter in effect, for Assignee’s own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the date of this Assignment Agreement or thereafter, including all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of such patents with the right to sue for and collect the same for Assignee’s own use and enjoyment (collectively, the “Assigned Patent Rights”). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights Assignor may have in the Assigned Patent Rights.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Assigned Patent Rights, to issue any and all registrations to Assignee and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances

Without any additional consideration, Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, powers of attorney, notarizations, and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, its successors and assigns, at Assignor's own expense, to effect the terms of this Assignment Agreement and its recordation in relevant state, national and international patent offices.

Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

4. Terms of the Purchase Agreement

Assignor and Assignee each acknowledge and agree that this Assignment Agreement is entered into pursuant to the Purchase Agreement and that the representations, warranties, indemnities, covenants, and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Remedies

The rights and remedies of the Parties shall be cumulative (and not alternative). The Parties agree that in the event of any breach or threatened breach by any Party of any covenant, obligation or other provision set forth in this Assignment Agreement, the non-breaching Party, in addition to any other remedy that may be available to them, shall be entitled (in addition to any other remedy that may be available to them) to seek (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision and (b) injunctive relief restraining such breach or threatened breach.

6. Governing Law

This Assignment Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

7. Counterparts

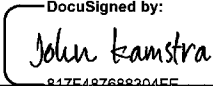
This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has caused this Assignment Agreement to be duly executed on its behalf by its duly authorized officer as of the date first written above.

ASSIGNOR:

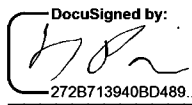
COOK MEDICAL TECHNOLOGIES LLC

By: 
817F487688304FE...
Name: John R. Kamstra
Title: Secretary and Treasurer

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf by its duly authorized officer as of the date first written above.

ASSIGNEE:

C2DX, INC.

By:  272B713940BD489...
Name: Don Pierce
Title: Chairman

SCHEDULE A**Assigned Patent Rights**

No.	Title	Jurisdiction	Number	Product	Grant Date / Application Date
1.	Tissue Repair Medical Devices and Methods	US	18/102,320	2nd Generation Otologic repair graft	01/27/2023
2.	Tissue Repair Medical Devices and Methods	WIPO	PCT/US23/11719	2nd Generation Otologic repair graft	01/27/2023
3.	Medical Devices for Repairing Perforations in Tissue, Methods of Manufacturing	US	17/226,482	Otologic Repair Technology	04/09/2021
4.	Medical Devices for Repairing Perforations in Tissue, Methods of Manufacturing	Europe	21721788.4	Otologic Repair Technology	04/09/2021
5.	Medical Devices for Repairing Perforations in Tissue, Methods of Manufacturing	Australia	2021253751	Otologic Repair Technology	04/09/2021
6.	Tissue Adjustment Implant	US	9867733	Sleep Apnea Technology	1/16/2018
7.	Tissue Adjustment Implant	Ireland	3027149	Sleep Apnea Technology	4/10/2019
8.	Tissue Adjustment Implant	Great Britain	3027149	Sleep Apnea Technology	4/10/2019
9.	Tissue Adjustment Implant	Ireland	3498239	Sleep Apnea Technology	4/21/2019
10.	Tissue Adjustment Implant	Great Britain	3498239	Sleep Apnea Technology	4/21/2019
11.	Tissue Adjustment Implant	Germany	60 2014 076 918.7	Sleep Apnea Technology	4/21/2019

No.	Title	Jurisdiction	Number	Product	Grant Date / Application Date
12.	Tissue Adjustment Implant	Europe	3498239	Sleep Apnea Technology	4/21/2019
13.	Tissue Adjustment Implant	Germany	60 2014 044 465.2	Sleep Apnea Technology	4/10/2019
14.	Tissue Adjustment Implant	Europe	3027149	Sleep Apnea Technology	4/10/2019
15.	Tissue Adjustment Implant	Australia	2018274918	Sleep Apnea Technology	11/7/2019
16.	Tissue Adjustment Implant	Australia	2014296053	Sleep Apnea Technology	12/20/2018
17.	Tissue Adjustment Implant	US	10799388	Sleep Apnea Technology	10/13/2020
18.	Tissue Adjustment Implant	US	11744726	Sleep Apnea Technology	9/5/2023
19.	Jig for Use on the Mandible of a Patient	Europe	2777559	Sleep Apnea Technology	12/23/2015
20.	Jig for Use on the Mandible of a Patient	Germany	60 2014 000 589.6	Sleep Apnea Technology	12/23/2015
21.	Jig for Use on the Mandible of a Patient	Great Britain	2777559	Sleep Apnea Technology	12/23/2015
22.	Jig for Use on the Mandible of a Patient	Ireland	2777559	Sleep Apnea Technology	12/23/2015
23.	Devices, Kits, and Methods for the Treatment of Obstructive Sleep Apnea	US	10123900	Sleep Apnea Technology	11/13/2018
24.	Implantable Medical Devices for Tissue Repositioning	US	11357660	Sleep Apnea Technology	06/14/2022

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RECORDED: 03/05/2024

REEL: 066652 FRAME: 0904