

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI98551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
M.A. Med Alliance SA	12/09/2023
<b>RECEIVING PARTY DATA</b>	
<b>Individual Name:</b>	Tam Christine Thompson-Steckel
<b>Street Address:</b>	Flat A
<b>Internal Address:</b>	1A Moss Street
<b>City:</b>	Paisley
<b>State/Country:</b>	UNITED KINGDOM
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16642730
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	9497609502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	9497600404
<b>Email:</b>	efiling@knobbe.com,raena.robinson@knobbe.com
<b>Correspondent Name:</b>	Docketing Department
<b>Address Line 1:</b>	2040 Main Street
<b>Address Line 2:</b>	14th Floor
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	OUZ001.001APC
<b>NAME OF SUBMITTER:</b>	MS. Raena Robinson
<b>SIGNATURE:</b>	MS. Raena Robinson
<b>DATE SIGNED:</b>	03/15/2024
<b>Total Attachments: 7</b>	
source=2024-03-15 Assignment - MedAlliance - IP Transfer Agreement - OUZ001.001APC #page1.tif	
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## IP TRANSFER, WAIVER AND TERMINATION AGREEMENT

This IP TRANSFER, WAIVER AND TERMINATION AGREEMENT (this Agreement) is entered into as of 12/09/2023, 2023, by and among M.A. Med Alliance SA, a company limited by shares organized and existing under the laws of Switzerland ("Parent"), MedAlliance Ltd, a private limited company organized and existing under the laws of Scotland (the "Company"), and Tam Christine Thompson Stetzel ("Transferee"). Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Parent and Transferee are parties to that certain Share Purchase Agreement, dated as of July 16, 2019 (the "Purchase Agreement"), pursuant to which Transferee sold to Parent all of the issued and outstanding shares of the Company, subject to the terms and conditions set forth therein;

**WHEREAS**, in connection with the Purchase Agreement, Parent and Transferee entered into that certain Royalties Agreement, dated as of July 16, 2019 (the "Royalties Agreement"), pursuant to which Parent agreed to pay Transferee certain royalties on the sale of the Product (as defined in the Royalties Agreement), subject to the terms and conditions set forth therein;

**WHEREAS**, in connection with the Purchase Agreement, Parent and Transferee entered into that certain Phantom Share Agreement, dated as of July 16, 2019 (the "Phantom Share Agreement"), pursuant to which Transferee is entitled to receive 585 phantom shares from the Company, subject to the terms and conditions set forth therein;

**WHEREAS**, by Assignment entered into on February 20, 2020, the Company transferred certain patent applications (as set forth in Exhibit A-2) to Parent; and

**WHEREAS**, the Company and Parent desire to transfer, assign, convey and deliver the Transferred IP (as defined below) to Transferee and, in exchange therefor, Transferee desires to waive any rights Transferee may or may ever have under Article VI of the Purchase Agreement, including any rights related to or in connection with a Purchaser Change of Control, Company Change of Control or otherwise, and in connection therewith Parent and Transferee desire to terminate the Royalties Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **IP Transfer.** Effective as of the date hereof, the Company hereby transfers, assigns, conveys and delivers to Transferee all right, title and interest in and to the intellectual property of the Company set forth in Exhibit A-1 hereto (the "Company Transferred IP") and Parent hereby transfers, assigns, conveys and delivers to Transferee all right, title and interest in and to the intellectual property of Parent set forth in Exhibit A-2 hereto (the "Parent Transferred IP") and, together with the Company Transferred IP, the "Transferred IP"), and Transferee hereby accepts from the Company the Company Transferred IP and from Parent the Parent Transferred IP, on an as-is, where-is basis. Effective as of the date hereof, Transferee hereby assumes and agrees to pay, perform and discharge any liability or obligation, whether known or unknown, absolute or contingent, matured or unmatured, accrued or unaccrued, of the Company or Parent, arising on or after the date hereof, relating to or in connection with the Transferred IP.<sup>1</sup> Notwithstanding anything to the contrary in this Section 1, each item of Company Transferred IP in Exhibit

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<sup>1</sup> **Note to Draft:** This language is now limited to liabilities/obligations arising on or after the date of this Agreement (rather than prior to).

A-1 is hereby transferred to Transferee only to the extent that such item has been actually reduced to practice prior to the date of this Agreement, as evidenced by entries and test reports in Sharepoint Folder Research&Development (BVS), including data files with images, videos, MS Office and pdf, of which the Company is entitled to keep a copy. For the avoidance of doubt, Transferee acknowledges and agrees that nothing in this Section 1 or otherwise in this Agreement shall be construed to prevent, prohibit, limit or restrict Parent, the Company or any of their respective Affiliates from engaging in any line of business or developing, manufacturing, marketing or selling any product, including without limitation any product independently developed by Parent, the Company or any of their respective Affiliates without utilizing the Transferred IP.

2. Waiver of Rights under Purchase Agreement. In consideration of the transfer, assignment, conveyance and delivery of the Transferred IP by the Company and Parent to Transferee as provided in Section 1, and for no cash consideration, effective as of the date hereof, (a) Transferee hereby irrevocably and unconditionally waives, and agrees not to exercise, any rights that Transferee may or may ever have under Article VI of the Purchase Agreement, including, but not limited to, any rights related to or in connection with a Purchaser Change of Control, Company Change of Control or otherwise, and (b) Transferee hereby acknowledges and agrees that Article VI of the Purchase Agreement shall be deemed null and void and of no further force or effect, and neither Parent nor any of its Affiliates shall have any liability or obligation thereunder from and after the date hereof.

3. Termination of Royalties Agreement. Effective as of the date hereof, the Royalties Agreement is hereby terminated and of no further force or effect, and neither Parent nor any of its Affiliates shall have any liability or obligation thereunder from and after the date hereof. Transferee hereby acknowledges and agrees that no royalties or other amounts are currently owed by Parent or any of its Affiliates to Transferee under the Royalties Agreement. For the avoidance of doubt, the Phantom Share Agreement remains valid and enforceable.

4. Limited Intellectual Property Representations and Warranties. The Company represents and warrants that the Company Transferred IP is subsisting and free of any encumbrance and Parent represents and warrants that the Parent Transferred IP is subsisting and free of any encumbrance. Neither the Company nor Parent has granted a license, option or right of use to any of the Company Transferred IP or Parent Transferred IP, as applicable. Renewal fees arising prior to the date of this Agreement have been paid. There is no pending or, to the Company's or Parent's knowledge, as applicable, threatened, complaint, claim, action, litigation, proceeding, investigation, patent or trademark office opposition, patent or trademark office cancellation, arbitration, mediation or proceeding by or before a governmental authority relating to the Company Transferred IP or Parent Transferred IP, as applicable. Each of the Company and Parent further acknowledges that neither it nor any of its Affiliates has or will have in the future any claim, cause of action or demand against Transferee and her Affiliates, successors and assigns, whether known or unknown, absolute or contingent, matured or unmatured, arising prior to, on, or after the date hereof, relating to or in connection with the Transferred IP, and accordingly any such claim, cause of action, or demand is irrevocably waived by the Company, Parent and their respective Affiliates.

5. Release. Effective as of the date hereof, Transferee, on behalf of herself, her Affiliates and her executors, administrators, heirs, beneficiaries, successors and assigns (each of the foregoing, a "Releasor"), hereby releases and forever discharges Parent and the Company and their respective Affiliates and their and their respective Affiliates' present and former directors, managers, officers, employees, consultants, independent contractors, direct and indirect equityholders, advisors, agents and other representatives and predecessors, successors or assigns (each, a "Released Party"), from and against any and all claims, demands, causes of actions, obligations, losses, debts or liabilities, whether known or unknown, suspected or unsuspected, accrued or unaccrued, both at law and in equity, that any Releasor now has, at any time has had or may in the future have against any Released Party, arising before, on or after the

date hereof related to or in connection with the Royalties Agreement or Article VI of the Purchase Agreement; provided, that the foregoing release shall not include (a) any rights, claims or causes of action of the Releasors under this Agreement or (b) any claim which may not be waived as a matter of law. Without limiting the generality of the foregoing, Transferee, on behalf of herself and her Releasors, expressly releases claims which such Releasor does not know of or suspect to exist in such Releasor's favor and which, if known, would materially affect such Releasor's release of claims under this Section 5. Transferee, on behalf of herself and her Releasors, shall be deemed to waive, to the extent applicable, and to the fullest extent permitted by applicable law, the provisions, rights and benefits conferred by any law, including any principle of common law, that limits the effectiveness of a general release of unknown, unsuspected or unanticipated claims.

6. Successors and Assigns. Transferee's rights and obligations under this Agreement may not be assigned without the prior written consent of Parent. Subject to the previous sentence, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Agreement, except that any acquiror of the Company or Parent, whether by merger, sale of stock, sale of assets or otherwise, shall be deemed a third party beneficiary of this Agreement and entitled to enforce directly the provisions hereof. For the avoidance of doubt, the restrictions set forth in this Section 6 will not restrict a transfer by Transferee of the Transferred IP after the date hereof.

7. Amendment. Any term or other provision of this Agreement may be amended or terminated only with the written consent of the parties hereto.

8. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party; nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

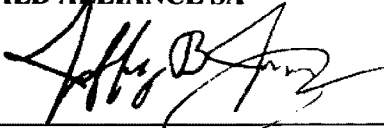
9. Entire Agreement. This Agreement (together with the Purchase Agreement, the Phantom Share Agreement, and the Royalties Agreement) constitutes the full and entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any other written or oral agreement with respect to the subject matter hereof.

10. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy in any jurisdiction, all other terms or other provisions of this Agreement shall nevertheless remain in full force and effect, and such invalid, illegal or unenforceable term or other provision shall nevertheless remain in full force and effect in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

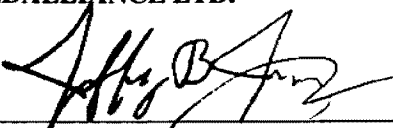
11. Governing Law; Jurisdiction. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Scots law, without giving effect to any choice of law rules

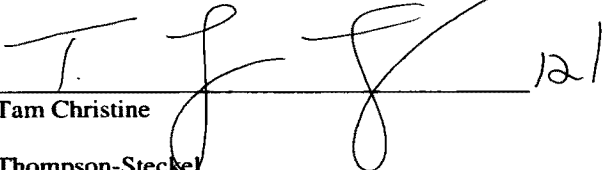
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first set forth above.

**M.A. MED ALLIANCE SA**

By:   
Name: Jeffrey B. Jump  
Title: CEO and Chairman

**MEDALLIANCE LTD.**

By:   
Name: Jeffrey B. Jump  
Title: Director

  
Tam Christine

Thompson-Steckel

12/9/2023

*(Signature Page to IP Transfer, Waiver and Termination Agreement)*

Subjects of Future IP Supported by Data from Sharepoint Research & Development (BVS)									
1	Heat treatment of Mg-Li-Y alloy to optimise mechanical properties, including process design and process parameters.								
2	Polymer connector geometry (individual connector), spatial configuration (e.g. double helix), and method of manufacture.								
3	Terminal End polymer connector design for wireform stents								
4	Design, process and galvanic isolation of radiomarkers in wireform stent								
5	Utilization of Thermomechanical behaviour near physiologic temp for Mg-Li alloys								

**Exhibit A-1****Exhibit A-2**

Country Name	Status	Title	Priority Date
United Kingdom	Granted	METAL ALLOY AND MEDICAL DEVICE CONTAINING SAME	
China	Granted	METAL ALLOY AND MEDICAL DEVICE CONTAINING SAME	30 Aug 2017
European Patent Office	Pending	METAL ALLOY AND MEDICAL DEVICE CONTAINING SAME	30 Aug 2017
Japan	Pending	METAL ALLOY AND MEDICAL DEVICE CONTAINING SAME	30 Aug 2017
United States of America	Pending	METAL ALLOY AND MEDICAL DEVICE CONTAINING SAME	30 Aug 2017
WIPO	PCT National Phased	METAL ALLOY AND MEDICAL DEVICE CONTAINING SAME	30 Aug 2017



Exhibit A-1

Exhibit A-2

DAL DEVICE CONTAINING SAME	Priority Date	Priority Country	Priority Number	Filing Date	Filing Number	Publication No.	Grant Date	Patent No.
DAL DEVICE CONTAINING SAME	30 Aug 2017	GB	1713907.2	30 Aug 2017	1713907.2	2568035	29 Oct 2019	2568035
DAL DEVICE CONTAINING SAME	30 Aug 2017	GB	1713907.2	30 Aug 2018	2.0188E+11	CN1111279004A	14 Mar 2023	ZL 201880056435.4
DAL DEVICE CONTAINING SAME	30 Aug 2017	GB	1713907.2	30 Aug 2018	18782129.3	3678411		
DAL DEVICE CONTAINING SAME	30 Aug 2017	GB	1713907.2	30 Aug 2018	2020-533373	2020-531699		
DAL DEVICE CONTAINING SAME	30 Aug 2017	GB	1713907.2	30 Aug 2018	18/842730	2020-0378172		
DAL DEVICE CONTAINING SAME	30 Aug 2017	GB	1713907.2	30 Aug 2018	PCT/GB2018/052459	WO2019/043394		