

## PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI138692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Karl Guegler	02/27/2024
David Swenson	02/16/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Visby Medical, Inc.
<b>Street Address:</b>	3010 N. First Street
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95134
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62957068
<b>Application Number:</b>	17139451
<b>Application Number:</b>	17738979
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	VISB-016/00 01 02US
<b>NAME OF SUBMITTER:</b>	Virginia Melton
<b>SIGNATURE:</b>	Virginia Melton
<b>DATE SIGNED:</b>	04/03/2024
<b>Total Attachments: 6</b>	
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**VISB-016/01US 323013-2087**  
**VISB-016/02US 323013-2138**

### ASSIGNMENT

**Karl GUEGLER, David SWENSON, and Anna H. POSTLETHWAITE**, all having a mailing address of c/o Visby Medical, Inc., 3010 N. First Street, San Jose, CA 95134 (each referred to as “Assignor”) have made an invention(s) (the “Invention(s)”) set forth in an application for patent entitled **DEVICES AND METHODS FOR ANTIBIOTIC SUSCEPTABILITY TESTING**, and which is a:

- (1) ☒ provisional application  
     (a) ☐ to be filed herewith; or  
     (b) ☒ bearing Application No. **62/957,068**, and filed on **January 3, 2020**;
- (2) ☒ non-provisional application  
     (a) ☐ to be filed herewith; or  
     (b) ☒ bearing Application No. **17/139,451**, and filed on **December 31, 2020**;  
     and/or
- (3) ☒ non-provisional application  
     (a) ☒ bearing Application No. **17/738,979** and filed on **May 6, 2022**.  
     and/or
- (4) ☐ attached hereto.

wherein the above application(s) claim(s) priority to:

Country	Application No.	Application filing date

**WHEREAS, Visby Medical, Inc.**, a corporation having its principal place of business at 3010 N. First Street, San Jose, CA 95134 (the “Assignee”), its successors, legal representatives and assigns, is desirous of acquiring the Assignors’ entire right, title, and interest in: the Invention(s); the application(s) for patent and/or registered design identified above; the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s); any application(s) for patent and/or registered design

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of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) and/or registered design(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that an Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if an Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, each Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application(s) for patent identified above;

(c) the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent and/or registered design of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent and/or registered design identified above or any application(s) for patent and/or registered design claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent and/or registered design identified in the preceding paragraphs (b)-(e) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) and/or registered design(s) of the United States or other countries that may be granted for or on any application for patent and/or registered design identified in the preceding paragraphs (b)-(e), including any reissue(s),

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reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s) and/or registered design(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

Each Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the Assignor's entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents. Each Assignor also hereby represents that, except for said prior agreement, if applicable, the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s).

Each Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), said registered design(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

Each Assignor waives all rights to challenge the validity of said invention(s) in the United States and its territorial possessions and in all foreign countries and of all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention(s) by said application or any continuation, continuation-in-part, divisional, renewal, substitute, or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

Each Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

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Each Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

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2/27/2024

Date

DocuSigned by:

Karl Guegler

50CDEF75DB8545D...

Karl Guegler

2/16/2024

Date

DocuSigned by:

David Swenson

3DF7C51ED7A84AE...

David Swenson


Date

Anna H. Postlethwaite

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For and on behalf of ASSIGNEE:

Date: 3/2/2024

By:   
Name: Adam de la Zerda  
Title: Founder, CEO  
Company: Visby Medical, Inc.

By signing, I confirm that I am entitled to sign legally binding acts on behalf of Visby Medical, Inc.

My position in Visby Medical, Inc. is: Founder, CEO