

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI181941

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
AIRWAY MEDIX S.A.	10/03/2017
RECEIVING PARTY DATA	
Company Name:	TELEFLEX MEDICAL EUROPE LIMITED
Street Address:	IDA BUSINESS & TECHNOLOGY PARK
Internal Address:	DUBLIN RD., GARRycastle
City:	ATHLONE, CO. WESTMEATH
State/Country:	IRELAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16073326
Application Number:	17951151
CORRESPONDENCE DATA	
Fax Number:	2027373528
<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:	2026285197
Email:	sharnita@browdyneimark.com
Correspondent Name:	Browdy and Neimark PLLC
Address Line 1:	1625 K Street NW, Suite 550
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	ZACHAR5B and ZACHAR5C
NAME OF SUBMITTER:	Sharnita Davenport
SIGNATURE:	Sharnita Davenport
DATE SIGNED:	04/22/2024
Total Attachments: 9	
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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**IP Assignment**") is made, effective as of the Effective Date defined herein, between **AIRWAY MEDIX S.A.**, a company incorporated under the laws of Poland, with its principal office located at ul. Słomińskiego 15 lok 509, 00-195 Warsaw ("the **Seller**"), and **TELEFLEX MEDICAL EUROPE LIMITED**, a limited company incorporated under the laws of the Republic of Ireland, with its registered office at IDA Business & Technology Park, Dublin Rd., Garrycastle, Athlone, Co. Westmeath, Ireland (the **Buyer**"), and confirms the purchase by Buyer of certain assets of Seller pursuant to a Business Purchase Agreement executed between Buyer and Seller and among some other parties, and dated as of August 17, 2017 (the "**Business Purchase Agreement**") and a Bill of Sale executed between Buyer and Seller dated as of October 3, 2017 (the "**Effective Date**") (collectively, the "**Business Purchase Agreement and Bill of Sale**").

WHEREAS, under the terms of the Business Purchase Agreement and Bill of Sale, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby confirms that it has irrevocably conveyed, transferred and assigned to Buyer, and Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, and Buyer accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto (the "**Listed Patents**"), together with (1) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, and/or (iii) which are subject to a terminal disclaimer with any of the Listed Patents; (2) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories; (3) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories, including, without limitation, certificates of invention and utility models; and (4) any items in any of the foregoing categories, whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like (collectively, "**Patents**");

(b) all subject matter, and each invention, claimed or disclosed in each of the Patents and all embodiments of such subject matter and inventions (collectively, the "**Inventions**")

(c) all rights of any kind whatsoever of Seller accruing under any of the Patents and Inventions provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) the trademark registration and associated trademark rights as set forth below, together with the goodwill of the business symbolized by such trademark:

Trademark (Type)	Application Number	Application Date	Country	Class of goods / services
SWEEPAIR (word)	465439	December 20, 2016	POLAND	5, 9, 10

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the Effective Date, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. Seller also authorizes and requests the attorney or agent of record to insert on this IP Assignment any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

3. Terms of the Business Purchase Agreement and Bill of Sale. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Business Purchase Agreement and Bill of Sale, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Business Purchase Agreement and Bill of

Sale 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 or inconsistency between the terms of the Business Purchase Agreement and Bill of Sale and the terms hereof, the terms of the Business Purchase Agreement and Bill of Sale shall govern.

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

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by the laws of the State of New York. Any provisions of such laws (a) requiring the application of laws of another jurisdiction to all or part of this Agreement, or (b) relating to choice of law, shall not apply. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods, the parties hereto exclude the application of the provisions of said convention to all transactions relating to this IP Assignment. The parties hereto agree that any dispute arising out of or in connection herewith shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this Article. The number of arbitrators shall be three. The Seller shall appoint one arbitrator, the Buyer shall appoint one arbitrator. The third arbitrator shall be appointed by the already appointed arbitrators. The seat, or legal place, of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. Each party hereto hereby waives any objection based on *forum non conveniens*, jurisdiction or venue to the bringing of any action or proceeding in accordance with this Article 6. Notwithstanding the foregoing, nothing in this Article 6 shall preclude or limit any party from seeking specific performance, injunctive relief or other equitable remedy pursuant to the Business Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this IP Assignment as of the Effective Date.

AIRWAY MEDIX S.A.

Marek Orlowski

By: _____
President of the Management Board

Name: _____

Title: _____

Anna Aranowska-Bablok

By: _____
Member of the Management Board

Name: _____

Title: _____

**TELEFLEX MEDICAL EUROPE
LIMITED**

By: *M. G. Hay*

Name: *GMC AFFREY*

Title: *Director*

SCHEDULE 1
LISTED PATENTS

ID #	Title	Type	Status	Notes / Priority	Application Number	Filing Date	Publication Number
	1st PCT family						
24/35	BALLOONED VENTILATION TUBE CLEANING DEVICE	UK National	Granted	Filed before the PCT	GB 1116735.0	28-Sep-11	GB 2482618
24/37	BALLOONED VENTILATION TUBE CLEANING DEVICE	PCT	Expired	Priority from many applications	PCT/IB2012/051532	29-Mar-12	WO 2012/131626
24/38	BALLOONED VENTILATION TUBE CLEANING DEVICE	US	Pending	National of ID# 24/38	US 14008558	29-Mar-12	US 20140246015
24/39	BALLOONED VENTILATION TUBE CLEANING DEVICE	EP	Pending	National of ID# 24/38	EP 12719067.6	29-Mar-12	EP 2714168
24/40	BALLOONED VENTILATION TUBE CLEANING DEVICE	AU	Abandon	National of ID# 24/38	AU 2012235744	29-Mar-12	AU 2012235744
24/41	BALLOONED VENTILATION TUBE CLEANING DEVICE	JP Utility	Granted	National of ID# 24/38	JP 20140501798	29-Mar-12	JP 2014527412
24/42	BALLOONED VENTILATION TUBE CLEANING DEVICE	CN Utility	Granted	National of ID# 24/38	CN 201290000559.9	29-Mar-12	CN 204208149U
	BALLOONED VENTILATION TUBE CLEANING DEVICE	JP Utility	Granted		20160003568 U		JP 3207138U

	BALLOONED VENTILATION TUBE CLEANING DEVICE	GB	terminate d before publicatio n		GB 1119794.4	11/16/2011	
	BALLOON DEVICE FOR CLEANING THE INTUBATION TUBES	PL			2011039643 6	9/26/2011	PL 396436
	FLUIDS INLET MODULE FOR MULT-LUMEN CATHETERS	US	Expired		61/613,408	3/20/2012	
	SPRAY CLEANING OF VENTILATION TUBE	US	Expired		61/609,763	3/12/2012	
	PROXIMAL CONTROL OF DISTAL IRRIGATION IN CLOSED SUCTION SYSTEM CATHETER	US	Expired		61/603,344	2/26/2012	
	FLUIDS INLET MODULE FOR MULTI-LUMEN CATHETERS	US	Expired		61/603,340	2/26/2012	
	BALLOONED VENTILATION TUBE CLEANING DEVICE	US	Expired		61/560,385	11/16/2011	
	BALLOONED VENTILATION TUBE CLEANING DEVICE	US	Expired		61/539,998	9/28/2011	
	BALLOONED VENTILATION TUBE CLEANING DEVICE	US	Expired		61/527,658	8/26/2011	
	MULTI- FUNCTIONAL JET- SUCTION CATHETER	US	Expired		61/496,019	6/12/2011	
	MULTI FUNCTIONAL SUCTION CATHETER	US	Expired		61/483,699	5/8/2011	
	CATHETER CLEANING	US	Expired		61/473,790	4/10/2011	

	CATHETER CLEANING	US	Expired		61/468,990	3/29/2011	
	2nd PCT family						
76367	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	PCT Application	Pending	Priority from many applications	PCT/ IL2012/ 000320	26-Aug-12	WO 2013/030821
77529	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	US National	Issued 8999074	US National of 76367	13/806,958	04-Feb-13	2014/ 0142496
81757	Suction catheter with distal suction modulation	US Regular	Abandon	CON of 77529	14/596,905	14-Jan-15	2015/ 0133864
82018	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	US Regular	Pending	CON of 81757	14/993,757	12-Jan-16	2016/ 0121066
85399	Mechanical user control of fluid input module	US Regular	Pending	CON of 82018	15/069,150	14-Mar-16	2016/ 0193439
86092	Suction catheter with distal suction modulation	US Regular	Abandon	Track One; CON of 82018	15/377,575	13-Dec-16	2017/ 0106160
88138	Mechanical user control of inflatable element of cleaning catheter	US Regular	In preparation	CON of 82018			
79960	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	EP National	Issued EP2809382	National of 76367	12828334.8	26-Aug-12	EP 2809382
24/50	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	AU national	Pending	National of 76367	AU 2012828334	26-Aug-12	AU 2012828334
24/80	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	AU divisional	Abandoned	Divisional of ID# 24/50	AU 2017204274	23-Jun-17	AU 2017204274

24/51	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	BR National	Abandon ed	National of 76367	BR 2014110460 2	26-Aug-12	BR 1120140048 02
24/52	FLUID INPUT MODULE FOR MULTI-LUMEN CATHETERS	JP national	granted	National of 76367	JP 2014052659 8	26-Aug-12	JP 2014525285
	FLUIDS INLET MODULE FOR MULTI-LUMEN CATHETERS	US	Expired		61/673,744	7/20/2012	
	FLUIDS INLET MODULE FOR MULTI-LUMEN CATHETERS	US	Expired		61/660,832	6/18/2012	
	FLUIDS INLET MODULE FOR MULTI-LUMEN CATHETERS	US	Expired		61/655,801	6/5/2012	
	FLUIDS INLET MODULE FOR MULTI-LUMEN CATHETERS	US	Expired		61/635,360	4/19/2012	
	3rd PCT - Sweep-Air						
83835	Closed suction system	UK Applicat ion	Allowed		GB 1600233.9	6-Jan-16	GB 2548082
85900	Closed suction system	US Regular	Pending	PPH; Priority from 83835	15/363,782	29-Nov-16	US 2017/ 0189589
84848	Closed suction system	PCT Applicat ion	Pending	Priority from 83835, 85900	PCT/ IL2016/ 051367	22-Dec-16	WO 2017/ 118970
	CLOSED SUCTION SYSTEM	US	Expired		62/287223	1/26/2016	
	CLOSED SUCTION SYSTEM	US	Expired		62/319,640	4/7/2016	
	MECHANICAL USER CONTROL ELEMENTS FOR FLUID INPUT MODULE	US	Expired		62/336,894	5/16/2016	

	4th PCT - Dynamic catheter tip occlusion						
85619	Dynamic catheter tip occlusion	PCT Application	Pending		PCT/ IL2017/ 050546	16-May-17	
	DYNAMIC CATHETER TIP OCCLUSION	US	Expired		62/336,753	5/16/2016	
	DYNAMIC CATHETER TIP OCCLUSION	US	Expired		62/376,102	8/17/2016	
	First "Buttons" family						
87184	Mechanical user control elements for fluid input module	US Regular	Pending		15/595,250	15-May-17	
	5th PCT - Speep-Air 2 - buttons variants						
87843	Mechanical user control elements for fluid input module	US Provisional	Pending		62/528,673	05-Jul-17	
	Long gate family						
85618	Closed suction system with long gate	US Regular	In preparation	Priority from 83835, 85900, and CIP of 81559			
	Additional						
	CATHETER FOR CLEANING OF TRACHEAL VENTILATION TUBES	US	Pending NON-PUBLIC ATION REQUEST		14/821,828	8/10/2015	
	CATHETER FOR CLEANING OF TRACHEAL VENTILATION TUBES	US	Expired		62/043,428	8/27/2014	