

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI182402

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	6	
CONVEYING PARTY DATA		
	Name	Execution Date
	TELEFLEX LIFE SCIENCES PTE. LTD.	12/02/2021
RECEIVING PARTY DATA		
Company Name:	AIRWAY MEDIX S.A.	
Street Address:	ul. Slominskiego 15 lok. 509	
City:	WARSAW	
State/Country:	POLAND	
Postal Code:	00-195	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	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:	ZACHAR5C	
NAME OF SUBMITTER:	Sharnita Davenport	
SIGNATURE:	Sharnita Davenport	
DATE SIGNED:	04/22/2024	
Total Attachments: 10		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), effective as of December 2, 2021 (the "Effective Date"), is by and among:

(A) **TELEFLEX LIFE SCIENCES PTE. LTD.**, a company incorporated in Singapore, with its registered office at 21 Merchant Road, #04-01, Singapore 058267, Singapore ("TLS Pte Ltd"),

(B) **TELEFLEX LIFE SCIENCES LLC**, a company incorporated in Delaware, with its registered office at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, the United States of America ("TLS LLC"),

TLS Pte Ltd and TLS LLC, each individually being a "Seller" and collectively being the "Sellers", and

(C) **AIRWAY MEDIX S.A.**, a joint-stock company incorporated under the laws of Poland, with its registered seat in Warsaw (00-195), at ul. Slominskiego 15 lok. 509 (the "Buyer").

The Sellers and the Buyer shall hereinafter be jointly referred to as the "Parties" and each of them individually as a "Party".

RECITALS

WHEREAS, TELEFLEX MEDICAL EUROPE LIMITED ("TME Ltd") and the Buyer, among others, entered into a Business Purchase Agreement (the "BPA") on August 17, 2017, pursuant to which the Buyer sold and transferred substantially all of the assets used in connection with a closed suction catheter airway maintenance system developed by the Buyer and its wholly-owned subsidiary BIOVO TECHNOLOGIES LTD. and, in particular, certain intellectual property rights, defined as the Acquired IP and the Licensed IP in the BPA;

WHEREAS, following the lapse of four (4) years from the Closing Date (as defined in the BPA), pursuant to Sec. 3.4.3 of the BPA, TME Ltd decided not to retain rights to the Acquired IP and Licensed IP, as defined in the BPA, and has duly notified Buyer on July 6, 2021;

WHEREAS, pursuant to Sec. 3.4.6 of the BPA, if TME Ltd decides not to retain rights to the Acquired IP and Licensed IP, as defined in the BPA, TME Ltd, within sixty (60) days from the fourth (4th) anniversary of the Closing Date (as it is defined in the BPA), will unconditionally implement the reconveyance of the Acquired IP by signing the present Agreement, which corresponds in all material respects to the form set forth in Exhibit M of the BPA;

WHEREAS, the intellectual property rights in the Acquired IP have been transferred from TME Ltd to TLS Pte Ltd and TLS LLC, each being an Affiliate of TME Ltd (as it is defined in the BPA), and Sellers wish to transfer and convey herein all said intellectual property rights in the Acquired IP back to Buyer, pursuant to the BPA.

NOW, THEREFORE, IN THE EXERCISE OF THE TERMS AND CONDITIONS OF THE BPA, THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER

- 1.1. Each Seller hereby sells, assigns and transfers to the Buyer its entire worldwide rights, title and interest in and to the Acquired IP as defined in the BPA, including the intellectual property rights as set forth in EXHIBIT A hereto (the "**Assigned IP**"), together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by the Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the respective Seller if this assignment and sale had not been made, as the assignee of their entire respective rights, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement.
- 1.2. The Sellers and the Buyer authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record the Buyer as the assignee and owner of the Assigned IP, and issue the patents, trademark registrations and copyright registrations from any pending applications included in the Assigned IP to the Buyer upon issuance or registration.
- 1.3. True and complete copies of material file histories, documents, certificates, office actions, correspondence and other materials related to the Assigned IP including registration thereof shall be delivered by the Sellers to the Buyer at the request of Buyer.
- 1.4. This Agreement is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of the assignment of any one item of the Assigned IP as effected hereby shall not affect the assignment of other Assigned IP.
- 1.5. Upon reasonable request by the Buyer at any time after the Effective Date, Sellers shall execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest in the Buyer such right, title and interest in and to the Assigned IP as sold, assigned and transferred to the Buyer hereunder. Each Seller hereby irrevocably nominates, constitutes and appoints the Buyer as the true and lawful attorney-in-fact of the Seller (with full power of substitution) effective as of the Effective Date, and hereby authorizes the Buyer, in the name of and on behalf of each the Sellers, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that the Buyer may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned IP or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and is and shall be irrevocable, and shall survive the dissolution or insolvency of each of the Sellers.

2. REPRESENTATION AND WARRANTIES

2.1. Each Seller hereby represents and warrants that:

- 2.1.1. it exclusively owns all rights, title and interest in and to the Assigned IP listed in EXHIBIT A for said Seller, free and clear of any encumbrances or third party rights and that no licenses have been granted with respect to the Assigned IP;
- 2.1.2. all required material filings and fees related to the registration of each item of the Assigned IP listed in EXHIBIT A for said Seller, which is not listed as Inactive on EXHIBIT A, and which are due on or before the Effective Date, have been filed in a timely manner and paid to the relevant authority and authorized registrars;
- 2.1.3. it has all requisite corporate powers and authority to execute and deliver this Agreement and to perform its respective obligations and to consummate the transactions contemplated hereunder.
- 2.2. The Buyer hereby represents and warrants that it has all requisite corporate powers and authority to execute and deliver this Agreement and to perform its respective obligations and to consummate the transactions contemplated hereunder.

3. OTHER PROVISIONS


- 3.1. No waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.
- 3.2. This Agreement 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 exclude the application of the provisions of said convention to all transactions relating to this Agreement. The Parties 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 Sellers shall together 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 3.2.
- 3.3. This Agreement has been executed in three (3) counterparts, each of which constitutes an original of this Agreement.

[Signature page to follow]

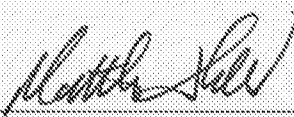
IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the Effective Date.

As the Sellers:

TELEFLEX LIFE SCIENCES PTE. LTD.

By: 
Name: MATTHEW HOWARD
Title: DIRECTOR

TELEFLEX LIFE SCIENCES LLC

By: 
Name: MATTHEW HOWARD
Title: MANAGER

As the Buyer:

AIRWAY MEDIX S.A.



By:  
Name:
Title:

EXHIBIT A**PART 1 - Assigned IP owned by TELEFLEX LIFE SCIENCES PTE. LTD.:**

Docket Number	Country	Status	Title	Application Number	Filing Date	Patent Number	Grant Date
059475.025423	Australia	GRANTED	Mechanical User Control Elements For Fluid Input Module	2018297680	7/3/2018	2018297680	7/15/2021
059475.025254	Brazil	INACTIVE	Fluid Input Module for Multi-Lumen Catheters	BR20141104602	8/26/2012		
059475.025424	China P.R.	FILED	Mechanical User Control Elements For Fluid Input Module	201880048244.3	7/3/2018		
059475.025216	European Patent Convention	GRANTED	Ballooned Ventilation Tube Cleaning Device	12719067.6	3/29/2012	2714168	3/20/2019
059475.025251	European Patent Convention	GRANTED	Suction Catheter With Fluid Input Module For Cleaning Tracheal Tubes	12828334.8	8/26/2012	2809382	3/15/2017
059475.025269	European Patent Convention	FILED	Closed Suction System	16883510.6	12/22/2016		
059475.025307	European Patent Convention	FILED	Catheter Dynamic Tip Occlusion	17798884.7	5/16/2017		
059475.025426	European Patent Convention	FILED	Mechanical User Control Elements For Fluid Input Module	18743593.8	7/3/2018		
059475.025521	European Patent Convention	FILED	Ballooned Ventilation Tube Cleaning Device	19163574.7	3/29/2012		
059475.025256	France	GRANTED	Fluids Inlet Module for Multi-Lumen Catheters	12828334.8	8/26/2012	2809382	12/10/2014
059475.025259	France	GRANTED	Ballooned Ventilation Tube Cleaning Device	12719067.6	3/29/2012	2714168	3/20/2019
059475.025257	Germany	GRANTED	Fluids Inlet Module for Multi-Lumen Catheters	12828334.8	8/26/2012	602012029942.8	12/10/2014

Docket Number	Country	Status	Title	Application Number	Filing Date	Patent Number	Grant Date
059475.025460	Germany	GRANTED	Ballooned Ventilation Tube Cleaning Device	12719067.6	3/29/2012	602012058005.4	3/20/2019
059475.025522	Hong Kong	FILED	Ballooned Ventilation Tube Cleaning Device	42030008088	5/26/2020		
059475.025425	Japan	GRANTED	Mechanical User Control Elements For Fluid Input Module	2020-500209	7/3/2018	6924890	8/4/2021
059475.025214	Patent Cooperation Treaty	INACTIVE	Ballooned Ventilation Tube Cleaning Device	PCT/IB2012/051532	3/29/2012		
059475.025244	Patent Cooperation Treaty	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	PCT/IL2012/000320	8/26/2012		
059475.025264	Patent Cooperation Treaty	INACTIVE	Closed Suction System	PCT/IL2016/051367	12/22/2016		
059475.025302	Patent Cooperation Treaty	INACTIVE	Catheter Dynamic Tip Occlusion	PCT/IL2017/050546	5/16/2017		
059475.025421	Patent Cooperation Treaty	INACTIVE	Mechanical User Control Elements For Fluid Input Module	PCT/IB2018/054929	7/3/2018		
059475.025205	Poland	INACTIVE	Balloon Device for Cleaning the Intubation Tubes	P396436	9/26/2011		
059475.025207	United Kingdom	GRANTED	Ballooned Ventilation Tube Cleaning Device	1116735	9/28/2011	2482618	6/19/2012
059475.025208	United Kingdom	INACTIVE	Ballooned Ventilation Tube Cleaning Device	1119794.4	11/16/2011		
059475.025258	United Kingdom	GRANTED	Fluids Inlet Module for Multi-Lumen Catheters	12828334.8	8/26/2012	2809382	12/10/2014
059475.025260	United Kingdom	GRANTED	Closed Suction System	1600233.9	1/6/2016	2546082	4/17/2018
059475.025461	United Kingdom	GRANTED	Ballooned Ventilation Tube Cleaning Device	12719067.6	3/29/2012	2714168	3/20/2019

Docket Number	Country	Status	Title	Application Number	Filing Date	Patent Number	Grant Date
059475.025200	United States	INACTIVE	Catheter Cleaning	61/468,990	3/29/2011		
059475.025201	United States	INACTIVE	Catheter Cleaning	61/473,790	4/10/2011		
059475.025202	United States	INACTIVE	Multi-Functional Suction Catheter	61/483,699	5/8/2011		
059475.025203	United States	INACTIVE	Multi Functional Jet-Suction Catheter	61/496,019	6/12/2011		
059475.025204	United States	INACTIVE	Ballooned Ventilation Tube Cleaning Device	61/527,658	8/26/2011		
059475.025206	United States	INACTIVE	Ballooned Ventilation Tube Cleaning Device	61/539,998	9/26/2011		
059475.025209	United States	INACTIVE	Ballooned Ventilation Tube Cleaning Device	61/560,385	11/16/2011		
059475.025210	United States	INACTIVE	Fluids Inlet Module For Multi-Lumen Catheters	61/603,340	2/26/2012		
059475.025211	United States	INACTIVE	Proximal Control of Distal Irrigation in Closed Suction System Catheter	61/603,344	2/26/2012		
059475.025212	United States	INACTIVE	Spray Cleaning of Ventilation Tube	61/609,763	3/12/2012		
059475.025213	United States	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	61/613,408	3/20/2012		
059475.025215	United States	GRANTED	Ballooned Ventilation Tube Cleaning Device	14/008,558	11/29/2013	10,322,253	6/18/2019
059475.025221	United States	GRANTED	Ballooned Ventilation Tube Cleaning Device	16/443,755	6/17/2019	10,806,884	10/20/2020
059475.025222	United States	FILED	Ballooned Ventilation Tube Cleaning Device	17/074,006	10/19/2020		

Docket Number	Country	Status	Title	Application Number	Filing Date	Patent Number	Grant Date
059475.025240	United States	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	61/635,360	4/19/2012		
059475.025241	United States	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	61/655,801	6/5/2012		
059475.025242	United States	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	61/660,832	6/18/2012		
059475.025243	United States	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	61/673,744	7/20/2012		
059475.025245	United States	GRANTED	Fluid Input Module for Multi-Lumen Catheters	13/806,958	2/4/2013	8,999,074	4/7/2015
059475.025246	United States	INACTIVE	Suction Catheter with Distal Suction Modulation	14/596,905	1/14/2015		
059475.025247	United States	GRANTED	Fluid Input Module for Multi-Lumen Catheters	14/993,757	1/12/2016	10,143,814	12/4/2018
059475.025248	United States	GRANTED	Mechanical User Control of Fluid Input Module	15/069,150	3/14/2016	10,338,224	6/25/2019
059475.025249	United States	INACTIVE	Suction Catheter with Distal Suction Modulation	15/377,575	12/13/2016		
059475.025261	United States	INACTIVE	Closed Suction System	62/287,223	1/26/2016		
059475.025262	United States	INACTIVE	Closed Suction System	62/319,640	4/7/2016		
059475.025263	United States	INACTIVE	Closed Suction System	15/363,782	11/29/2016		
059475.025265	United States	FILED	Closed Suction System	16/073,326	7/26/2018		
059475.025270	United States	GRANTED	Closed Suction System	16/224,231	12/18/2018	10,926,009	2/23/2021

Docket Number	Country	Status	Title	Application Number	Filing Date	Patent Number	Grant Date
059475.025271	United States	FILED	Closed Suction System	17/179,565	2/19/2021		
059475.025280	United States	INACTIVE	Mechanical User Control Elements For Fluid Input Module	62/336,894	5/16/2016		
059475.025281	United States	GRANTED	Mechanical User Control Elements For Fluid Input Module	15/595,250	5/15/2017	10,946,153	3/16/2021
059475.025282	United States	FILED	Mechanical User Control Elements For Fluid Input Module	17/195,071	3/8/2021		
059475.025300	United States	INACTIVE	Dynamic Catheter Tip Occlusion	62/336,753	5/16/2016		
059475.025301	United States	INACTIVE	Dynamic Catheter Tip Occlusion	62/376,102	8/17/2016		
059475.025303	United States	FILED	Catheter Dynamic Tip Occlusion	16/301,989	11/15/2018		
059475.025320	United States	INACTIVE	Mechanical User Control Elements for Fluid Input Module	62/528,673	7/5/2017		
059475.025340	United States	INACTIVE	Catheter For Cleaning Of Tracheal Ventilation Tubes	62/043,428	8/27/2014		
059475.025341	United States	GRANTED	Catheter For Cleaning Of Tracheal Ventilation Tubes	14/821,828	8/10/2015	10,500,360	12/10/2019
059475.025342	United States	FILED	Catheter for Cleaning of Tracheal Ventilation Tubes	16/707,834	12/9/2019		
059475.025422	United States	FILED	Mechanical User Control Elements For Fluid Input Module	16/628,999	1/6/2020		
059475.025520	United States	FILED	Mechanical User Control of Fluid Input Module	16/450,936	6/24/2019		

Docket Number	Country	Status	TRADEMARK	Application Number	Filing Date	Registration Number	Classes
059475.020604	Poland	INACTIVE	SWEEPAIR	Z.465439	12/20/2016		05.09.10

PART 2 - Assigned IP owned by TELEFLEX LIFE SCIENCES LLC:

Docket Number	Country	Status	Title	Application Number	Filing Date	Patent Number	Grant Date
059475.025272	Australia	FILED	Closed Suction System	2021202404	12/22/2016		
059475.025304	Australia	FILED	Catheter Dynamic Tip Occlusion	2017267625	5/16/2017		
059475.025266	Australia	GRANTED	Closed Suction System	2016383705	12/22/2016	2016383705	5/13/2021
059475.025217	Australia	INACTIVE	Ballooned Ventilation Tube Cleaning Device	2012235744	3/29/2012		
059475.025253	Australia	INACTIVE	Fluid Input Module for Multi-Lumen Catheters	2012303609	8/26/2012		
059475.025252	Australia	INACTIVE	Fluids Inlet Module for Multi-Lumen Catheters	2017204274	3/29/2012		
059475.025305	China P.R.	FILED	Catheter Dynamic Tip Occlusion	201780042872.6	5/16/2017		
059475.025273	China P.R.	FILED	Apparatus and method using a ventilation tube and a suction source	202110622851.X	12/22/2016		
059475.025309	China P.R.	FILED	Apparatus And Method For Use With A Suction Source	202110623636.1	5/16/2017		
059475.025267	China P.R.	GRANTED	Closed Suction System	201680083041.9	12/22/2016	ZL201680083041.9	6/15/2021
059475.025219	China P.R.	GRANTED	Ballooned Ventilation Tube Cleaning Device	201290000559.9	3/29/2012	CN204208149U	3/18/2015
059475.025308	Japan	FILED	Catheter Dynamic Tip Occlusion	2020-127911	5/16/2017		
059475.025255	Japan	GRANTED	Fluid Input Module for Multi-Lumen Catheters	2014-526598	8/26/2012	6122435	4/7/2017
059475.025306	Japan	GRANTED	Catheter Dynamic Tip Occlusion	2018-560785	5/16/2017	6743189	7/31/2020
059475.025220	Japan	GRANTED	Ballooned Ventilation Tube Cleaning Device	2016-0003568U	7/22/2016	JP3207138U	10/5/2016
059475.025218	Japan	INACTIVE	Ballooned Ventilation Tube Cleaning Device	2014-501798	3/29/2012		