

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI378001

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LICENSE
RESUBMIT DOCUMENT ID:	508491049
CONVEYING PARTY DATA	
Name	Execution Date
Innovere Medical Inc	11/21/2022
RECEIVING PARTY DATA	
Company Name:	Siemens Healthcare GmbH
Street Address:	Henkestr. 127
City:	Erlangen
State/Country:	GERMANY
Postal Code:	91052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10935614
CORRESPONDENCE DATA	
Fax Number:	4168632653
<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:	4168632518
Email:	epatent@blakes.com
Correspondent Name:	Mr. Christopher N. HUNTER
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Address Line 4:	Toronto, CANADA M5L 1A9
ATTORNEY DOCKET NUMBER:	16316/00007
NAME OF SUBMITTER:	Judith Martin
SIGNATURE:	Judith Martin
DATE SIGNED:	07/22/2024
Total Attachments: 21	
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Term Sheet Innovere/Siemens Healthineers

The following content and terms become binding with signature by both Parties under this Term Sheet. The Parties will finalize a formal settlement and R&D support agreement strictly basing on this terms and content within 30 days from signature.

Topic	SHS terms proposal
Preamble	<ul style="list-style-type: none">* <u>Partner/ description existing cooperation</u><ul style="list-style-type: none">o SHSo Innovereo [REDACTED]o [REDACTED]o [REDACTED]* <u>Goal/Scope</u><ul style="list-style-type: none">o [REDACTED]o Patent and Know-How licensingo Know-How transfer for Mark 1 Product and enabling SHS Mark 2 Product designo [REDACTED]
Definitions	<p>"Affiliate" means a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with Siemens Healthineers.</p> <p>"FOREIGN TRADE REGULATION" means all applicable export control, customs and foreign trade regulations.</p> <p>"Mark 1 Product" means the currently released product comprising the Innovision Video Kit and Innovision Audio Kit, all accessories (for further details see Annex 2) and related product software. For the avoidance of doubt, this refers to individual components as well as any combinations of such components:</p> <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

It includes all future bug fixes, changes and improvements to software as well as hardware.

"SHS Mark 2 Product" means the future product to be developed by SHS (including any on-request support by Innovere or any other 3rd party) as detailed in Annex 2 & 3 including but not limited to bug fixes, changes, improvements and further developments of the SHS Mark 2 Product (software as well as hardware). This includes developments during the lifecycle of the SHS Mark 2 Product (e. g. obsolescences, security, connectivity and natural evolutions of the SHS Mark 2 Product such as technical enhancements, deeper integration of SHS Mark 2 Product into the MRI system, customer usability and workflow integration).

[REDACTED]

"IPR" means all patents, trademarks, utility models, design rights and other forms of statutory protection rights (including respective applications) and copyrights.

"Licensed Innovere Patents" means the patents and patent applications specified in Annex 1.


"Know-How" means any technical experience and information, whether in tangible or intangible form, including without limitation technology, models, sequences, algorithms, software (source code and object code) and related copyrights, documentation, design

	<p>descriptions, formulas, drawings, as well as information about processes, methods, materials and/or interfaces. Know-How shall exclude inventions, patents and trademarks.</p> <p>"Licensed Innovere Know-How" means Innovere's Know-How as further specified in Annex 2.</p> <p>"Know-How Documentation" means a complete collection of the documents, drawings and data, which are related to Mark 1 Product and SHS Mark 2 Product as specified in detail in Annex 2 and 3</p> <p>"R&D Work" means the R&D work to be performed according to the schedule specified in Annex 3 including Innovere's engineering support.</p> <p>"Results" means Know-How and/or IPR generated in connection with the R&D Work.</p> <p>"Software" shall include software, algorithms, loadware, firmware and other executable codes (e.g. FPGA codes), including the respective object code, source code and executables.</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Development	
Goal	<ul style="list-style-type: none"> - [REDACTED] - [REDACTED] - Know-How Transfer and Familiarization enabling SHS to be able to provide maintenance and service for Mark 1 Product on its own and to become the legal manufacturer of SHS Mark 2 Product
Know-How Transfer and Familiarization	<p>Innovere agrees to transfer the Know-How Documentation and the Software included in the Licensed Innovere Know-How to Siemens Healthineers.</p> <p>Innovere agrees to familiarize Siemens Healthineers' experts at Siemens Healthineers' sites with the Licensed Innovere Know-How in order to enable Siemens Healthineers to exploit the Licensed Innovere Know-How as set forth in this Term Sheet.</p>




	The Parties will agree on a mechanism to ensure completeness and conformance with Annex 2 of the transferred Know-How Documentation and the transferred Software included in the Licensed Innovere Know-How and to ensure sufficiency of the Know-How familiarization.
R&D Work (especially SHS Mark 2 development)	
Obligations of Innovere	Innovere will support on request of Siemens Healthineers SHS Mark 2 development, and Know-How Transfer and Familiarization.
Obligations of SHS	
End of Development Phase	

	
Regulatory	
Project Management	
Subcontractor	

Patent and Know-How Licensing	
IP License	<p>A) Innovere hereby grants Siemens Healthineers a non-exclusive, worldwide, irrevocable, perpetual, paid-up license to the Licensed Innovere Know-How (in unmodified or modified form), the Innovision trademarks and the Licensed Innovere Patents to make, have made, use in any known or unknown way, sell, test, develop, maintain, practice, manufacture, possess, market, offer for sale, import, export or otherwise exploit the Mark 1 Product and the SHS Mark 2 Product and corresponding software and services.</p> <p>B) Innovere shall grant Siemens Healthineers a non-exclusive, unrestricted, worldwide, irrevocable, perpetual, paid-up license to Innovere's Results of the R&D Work (in unmodified or modified form).</p> <p>The licenses under A) and B) shall be non-transferable, except in connection with an assignment of this whole agreement in case of a corporate reorganization or to a third-party successor in interest of the business to which this agreement relates to.</p> <p>The licenses under A) and B) shall cover the use of processes and the offer to employ processes which are the subject of licensed patents, as well as products, which are manufactured using such processes.</p> <p>The licenses under A) and B) shall include all types and rights of use, including without limitation the right to copy, make publicly available (limited to the extent required for Siemens Healthineers to make full use of its license, i.e. making available (e.g. via Intranet) on a need-to-know basis to all required personnel), distribute in any medium in physical or non-physical form, exploit, translate, transform, modify, as well as the right of online-use in all communication networks (Internet etc.) and/or use in fixed and mobile data networks and end devices.</p> <p>Siemens Healthineers may sublicense the license rights granted in Section under A) and B) to its Affiliates and Siemens Healthineers and its Affiliates may sublicense such license rights to its (i) third party developers and manufacturers (for manufacturing and/or developing products of Siemens Healthineers and/or its Affiliates), (ii) distributors (solely for selling products of Siemens Healthineers and/or its</p>

	<p>Affiliates), and/or (iii) customers (solely for using products of Siemens Healthineers and/or its Affiliates). For greater certainty, the sublicensees will be subject to standard confidentiality and restricted use provisions.</p> <p>Innovere represents and warrants that it is unrestrictedly entitled to license the Licensed Innovere Patents, the Innovision trademarks and the Licensed Innovere Know-How without the necessity of a third party's consent and without the necessity for Siemens Healthineers to make additional payments to third parties to obtain and/or maintain such license.</p> <p>In the event that Innovere assigns some or all of the Licensed Innovere Patents to a third party, Innovere guarantees that the rights of Siemens Healthineers and its Affiliates under this Agreement shall be fully enforceable against the assignee after the assignment. This applies to any other comparable transaction involving the Licensed Innovere Patents. The same shall apply to Licensed Innovere Know-How and the Innovision trademarks.</p> <p>C) Siemens Healthineers will upon written request of Innovere grant Innovere a non-exclusive, unrestricted license to Siemens Healthineers' Results of the R&D Work with the right to sublicense for Innovere's own purposes of product commercialization against payment of a fair and reasonable license fee on market terms. Siemens Healthineers will inform Innovere in case it becomes aware that Innovere might infringe Siemens Healthineers' IPR based on Siemens Healthineers' Results of the R&D Work and provide Innovere the chance to obtain required licenses stipulated above.</p>
Compensation R&D/Licenses	
Compensation and outstanding payments	See Annex 4 "Compensation and Outstanding Payments".
Amendment to MPA	
Ownership of tools	

<div></div> <div></div>	
Term	
General	
Liability	
Substantive Law	The Agreement will be governed by the laws of Switzerland.
Dispute Settlement	Any dispute that cannot be resolved via escalations to the Parties management shall be finally settled in accordance with the Rules of Arbitration ("Rules") of the International Chamber of Commerce ("ICC"). The seat of arbitration shall be Zurich, Switzerland. The language to be used in the arbitration proceeding shall be English.
Export Control and Customs	Fulfillment of applicable Foreign Trade Regulations
Miscellaneous	<ul style="list-style-type: none"> - Form requirements (written or via SW tool enabling electronic signatures) - Severability clause <div></div>
Annex	<ul style="list-style-type: none"> - Annex 1 - Licensed Innovere Patents - Annex 2 - Licensed Innovere Know-How - Annex 3 - R&D Work (minimum requirements to be detailed by SHS Project Manager) - Annex 4 - Compensation and Outstanding Payments

Signature Siemens Healthcare GmbH, Germany (SHS)	<p>Erlangen, November 21st, 2022</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p></p> <p><small>Electronically signed by: Peter Horn Reason: Document Execution Date: Nov 21, 2022 13:24:58+1</small></p> </div> <div style="width: 45%;"> <p></p> <p><small>Electronically signed by: Michel Gey Reason: Document Execution Date: Nov 21, 2022 18:03:08+1</small></p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Peter Horn Senior Vice President Finance Magnetic Resonance</p> </div> <div style="width: 45%;"> <p>Dr. Michel Gey Lead Lawyer Magnetic Resonance</p> </div> </div>
Signature Innovere Medical Inc., Canada (Innovere)	<p>November 21st, 2022</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p></p> <p><small>Electronically signed by: Garry Liu Reason: Document Execution Date: Nov 21, 2022 10:05:55-5</small></p> </div> <div style="width: 45%;"></div> </div> <p>PhD Garry Liu Chief Executive Officer Innovere Medical Inc.</p>

Annex 1

Licensed Innovere Patents means:

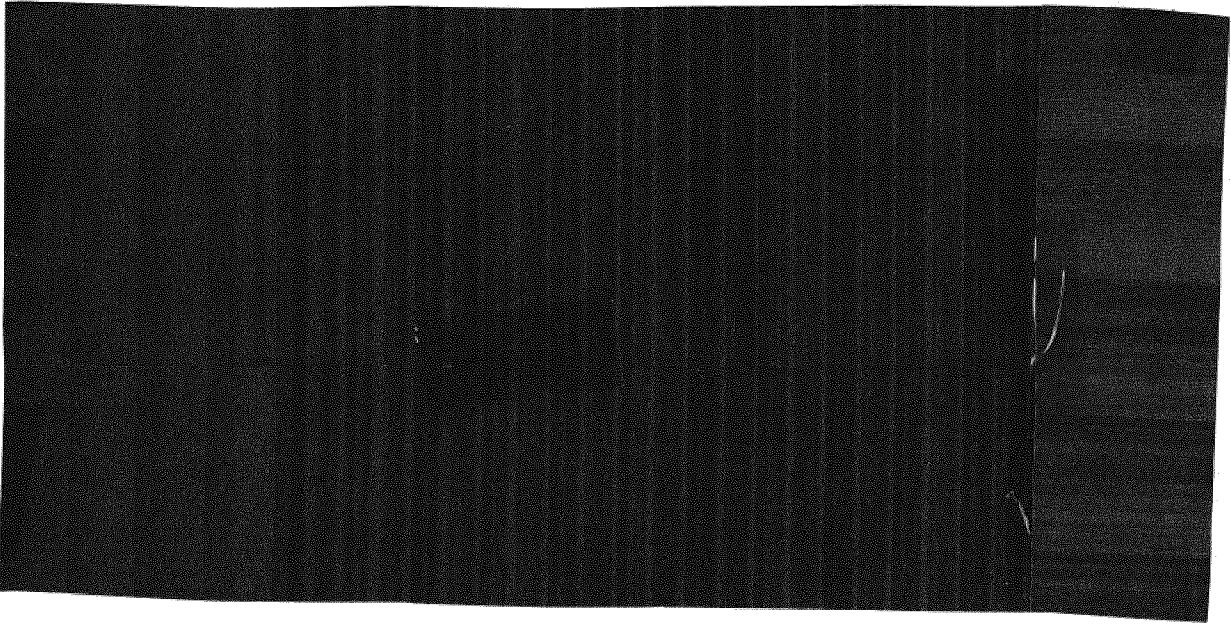
a) The following patents and patent applications:

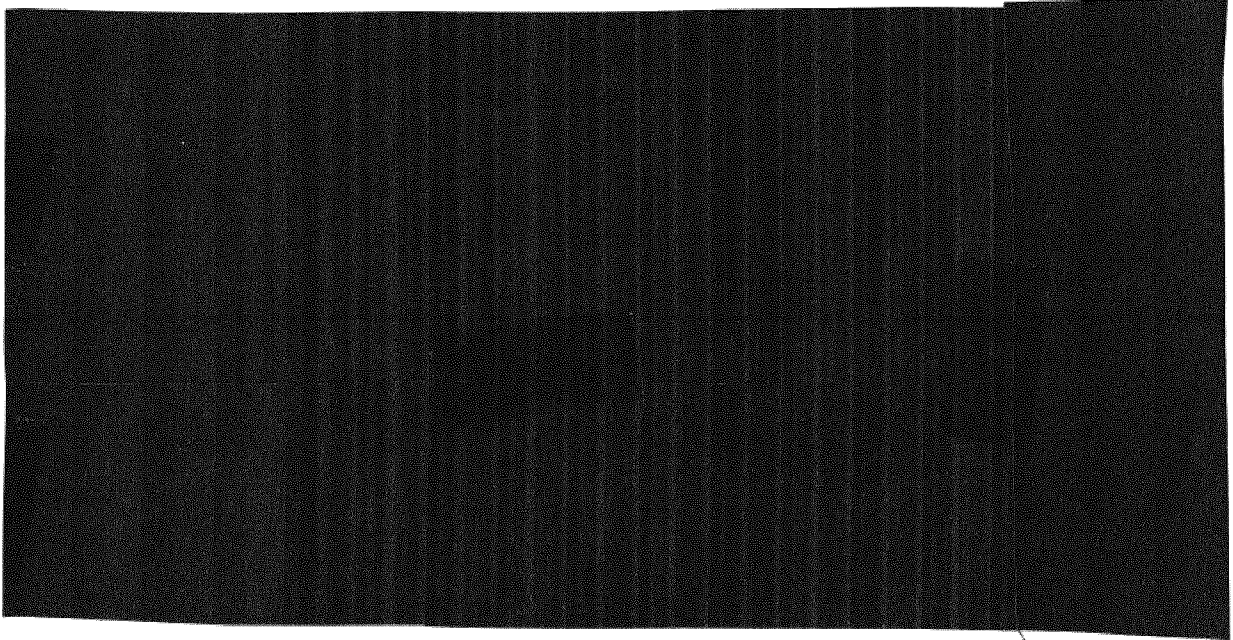
Family #1 – US	US20200374615	Innovere Medical Inc.
Family #1 – EP	EP3545689	Innovere Medical Inc.
Family #1 – CN	CN110603814	Innovere Medical Inc.
Family #1 – BR	BR112019010843	Innovere Medical Inc.
Family #1 – AU	AU2017365735	Innovere Medical Inc.
Family #2 – US	US20200169315 / US11374646	Innovere Medical Inc.
Family #2 – EP	EP3636042	Innovere Medical Inc.
Family #2 – CN	CN110870381	Innovere Medical Inc.
Family #2 – BR	BR112019023421	Innovere Medical Inc.
Family #3 – US	US20200289075	Innovere Medical Inc.
Family #3 – EP	EP3692416	Innovere Medical Inc.
Family #3 – CN	CN111386496	Innovere Medical Inc.
Family #4 – WO	WO2021102587	Innovere Medical Inc.

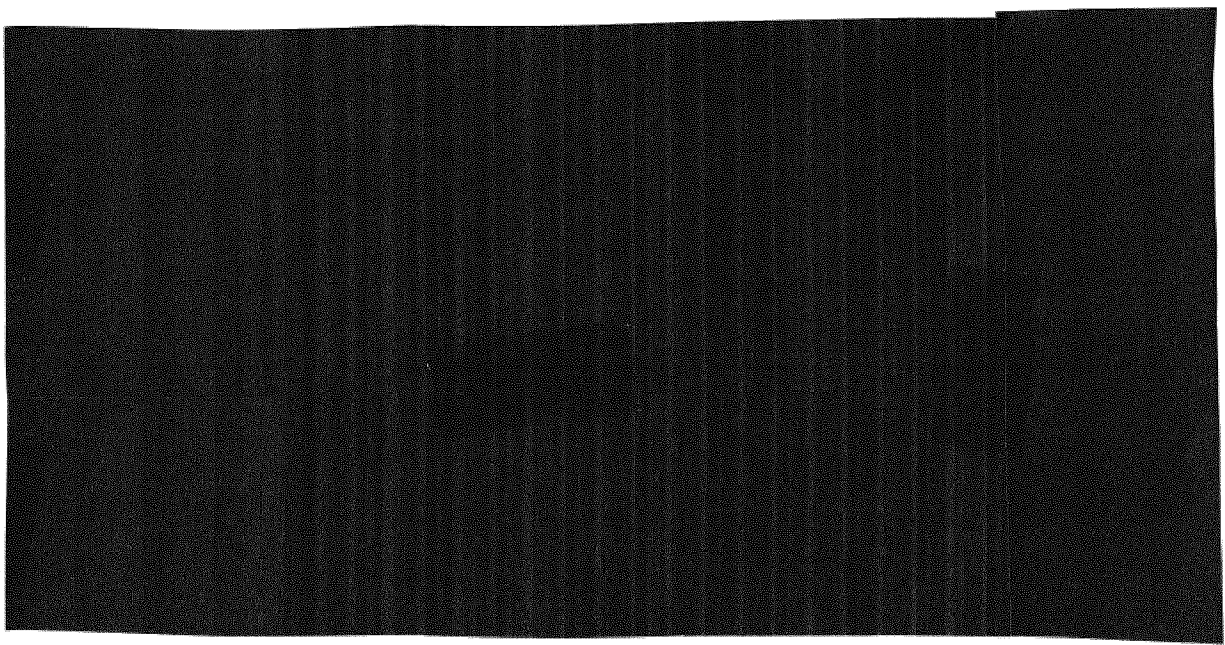
- a) all patents, utility models and patent applications which are in the ownership of Innovere and/or which Innovere can grant non-exclusive licenses to (including unpublished patents and patent applications). and/or
- b) all patents, patent applications or utility models which directly or indirectly claim priority from the patents and patent applications of the foregoing subsections a) and b) and/or
- c) all patents, patent applications or utility models from which the patents and patent applications of the foregoing subsections a) and b) directly or indirectly claim priority and/or
- d) patents, patent applications, reissues, reexaminations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions, of or issuing from any item in any of the foregoing subsections a), b), c), d).

Annex 2 - Licensed Innovere Know-How

Licensed Innovere Know-How shall comprise all Know-How, Software and Know-How Documentation related to the Mark 1 Product and SHS Mark 2 Product. This includes all Know-How related to components and sub-components of the Mark 1 Product and SHS Mark 2 Product.



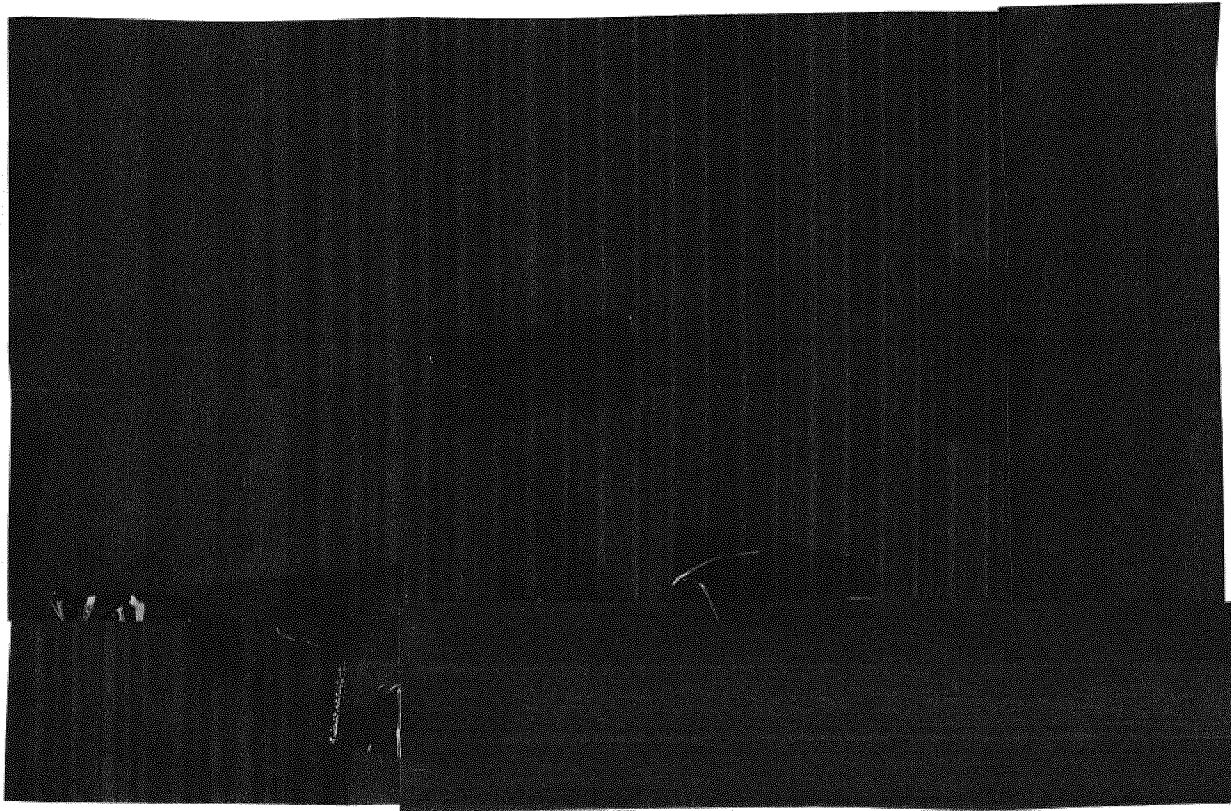






Annex 3 - R&D Work (minimum requirements to be detailed by SHS Project Manager)

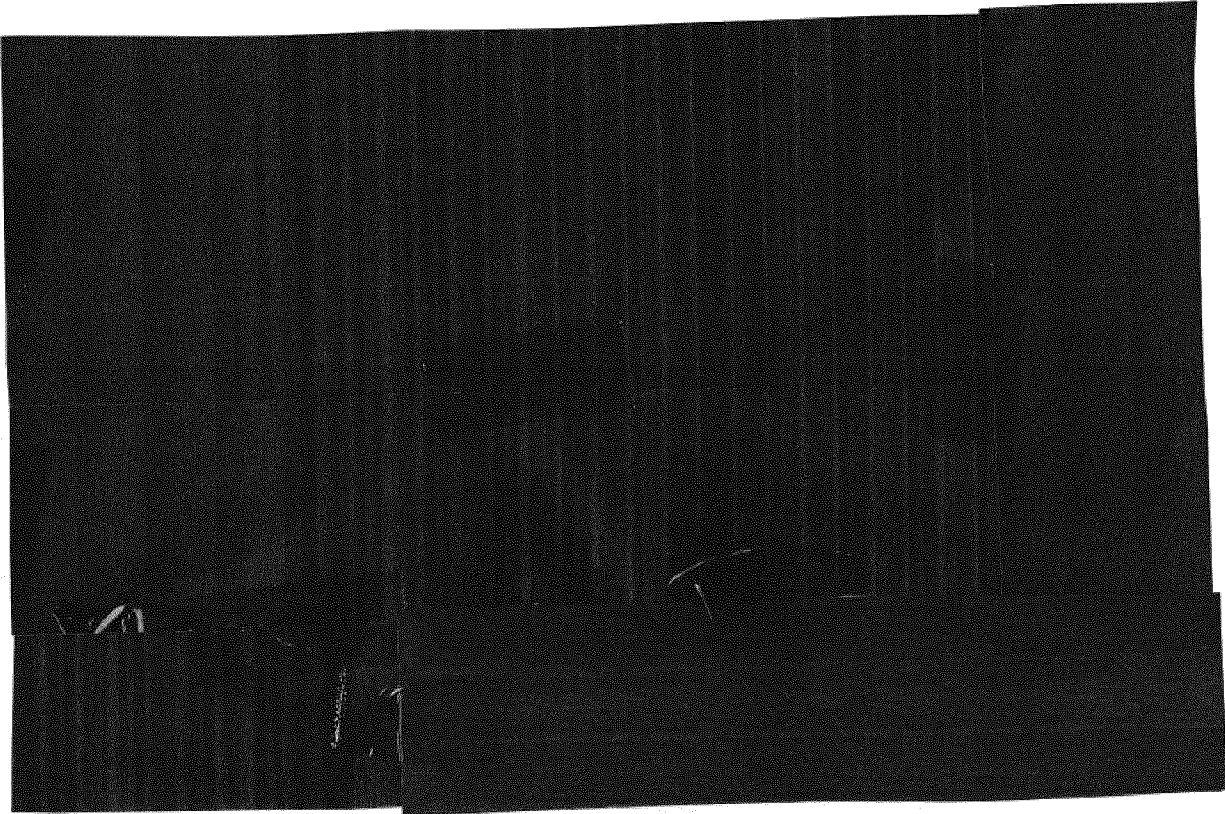




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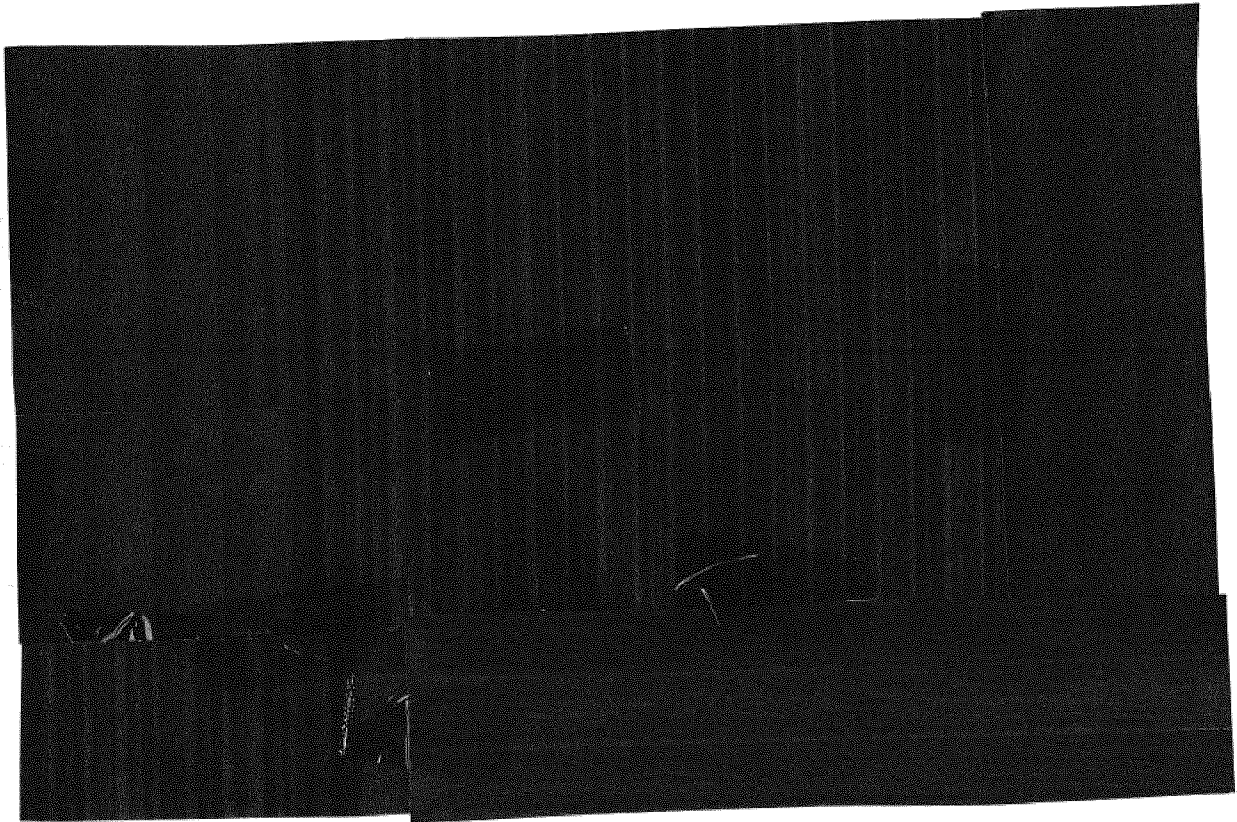
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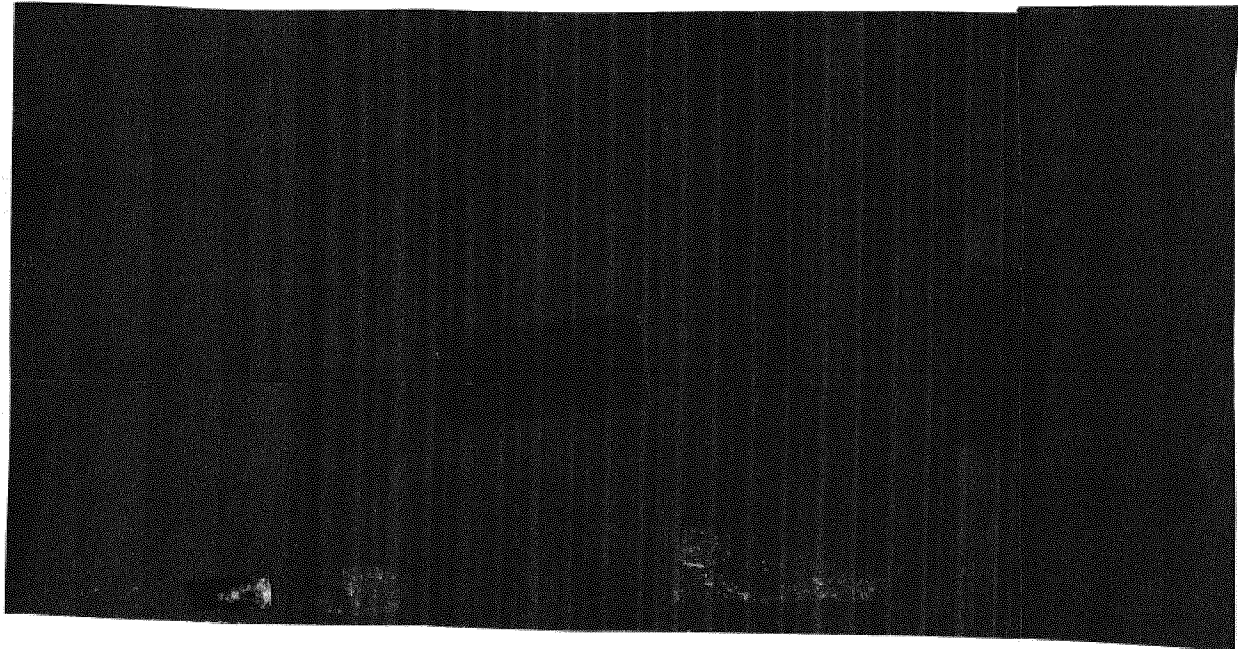
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Annex 4 "Compensation and Outstanding Payments"

