

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI427638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Subcuject ApS	07/02/2024
RECEIVING PARTY DATA	
Company Name:	TJCC ApS
Street Address:	Vinkelvej 4
Internal Address:	Assendloese
City:	Viby Sj
State/Country:	DENMARK
Postal Code:	4130
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17002335
Patent Number:	11229738
CORRESPONDENCE DATA	
Fax Number:	
<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:	2165925000
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Correspondent Name:	M. David Galin
Address Line 1:	950 Main Avenue
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Address Line 4:	Cleveland, OHIO 44113
ATTORNEY DOCKET NUMBER:	019856-001010
NAME OF SUBMITTER:	LINDSAY LING
SIGNATURE:	LINDSAY LING
DATE SIGNED:	08/14/2024
Total Attachments: 5	
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Overdragelsesaftale

Mellem

Subcuject ApS under konkurs

CVR-nr. 38349279

ved kurator, advokat Preben Jakobsen

(i det følgende benævnt "Sælger")

og

TJCC ApS

Vinkelvej 4

4130 Viby Sj.

CVR-nr. 44888092

(i det følgende benævnt "Køber")

er der d.d. indgået aftale om køb af Sælgers aktiver på følgende vilkår:

1 Baggrund

- 1.1 Sælger blev erklæret konkurs ved konkursdekret af 4. marts 2024.
- 1.2 Sælger havde til formål at udvikle og sælge medicinsk udstyr, herunder at udvikle en mekanisk engangspumpe til levering af biologiske lægemidler.
- 2 Overdragelsens genstand**
- 2.1 Det solgte består af samtlige af Sælgers fysiske og immaterielle aktiver. Som bilag 1 er vedlagt oversigt over patenter administreret af Zacco.
- 2.2 Sælger er tidligere blevet meddelt, at der skulle være aktiver omfattet af denne aftale på følgende lokationer:
 - 1. Insign A/S: Nørmarkvej 31, 7600 Struer
 - 2. Dencker A/S: Færøvej 2, 7900 Nykøbing Mors
- 2.3 Sælger har ikke selv besigtiget de pågældende fysiske aktiver og indestår således hverken for eksistensen eller deres fysiske eller retlige egenskaber.
- 2.4 Overdragelsen omfatter alene aktiver som retligt tilhører Sælger og således eksempelvis ikke leasede eller lejede aktiver, eller aktiver der på anden vis tilhører tredjemand eller er underlagt tredjemands rådighed.

3 Ansvarsfraskrivelse

- 3.1 Køber er bekendt med, at Sælger er et konkursbo og accepterer i den anledning, at der ikke kan rettes krav mod boet i anledning af faktiske eller retlige mangler.



Side:
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3.2 Køber kan ikke rette krav mod Sælger, hverken i form af erstatning eller forholdsmæssigt afslag. Der er enighed mellem Sælger og Køber om, at købesummen er fastsat under hensyntagen hertil.

4 Overgang af ejendomsret og risiko

4.1 Ejendomsretten til aktiverne overgår til Køber på tidspunktet for købesummens modtagelse.

4.2 Risikoen for aktivernes hændelige undergang overgår til Køber ved indgåelse af denne overdragelsesaftale.

5 Købesum og moms

5.1 Købesummen er fastsat til DKK 50.000.

5.2 Sælger og Køber er enige om, at der er tale om en momsfri virksomhedsoverdragelse, jf. momslovens § 4, stk. 5. Køber erklærer ved sin underskrift at være momsregistreret eller straks efter underskrift at lade sig momsregistrere. Køber skal inden 8 dage fra overdragelsen give SKAT besked om overdragelsen og fremsende dokumentation herfor til Sælger.

5.3 Købesummen på DKK 50.000 skal indbetales til klientkonto i Danske Bank, reg. nr. 3001, kt.nr. 3002231905 med reference til "021570/DLS", senest 1. juli 2024.

5.4 Ved betaling senere end den 1. juli 2024 tillægges renter efter rentelovens § 5.

6 Afhentning af aktiver og nødvendige omregistreringer

6.1 Køber forestår selv afhentning af fysiske aktiver, hvilket sker for Købers egen regning.

6.2 Køber forestår selv arbejdet med omregistrering af immaterielle rettigheder og aktiver samt andre skridt nødvendige for Sælgers fulde adkomst og rådighed.

7 Underskrifter

På vegne af Sælger
Dato: 02 July 2024

DocuSigned by:

Preben Jakobsen

6A18837494EC479...

Kurator, Preben Jakobsen
Advokat

På vegne af Køber
Dato: 27 juni 2024

DocuSigned by:

Tomas Gundberg

80E68F10B767466...

Tomas Gundberg
Direktør

Transfer agreement

Between

Subcject ApS in bankruptcy
VAT no. 38349279
by trustee, lawyer Preben Jakobsen

(hereinafter referred to as "Seller")

and

TJCC ApS
Vinkelvej 4
4130 Viby Sj.
VAT no. 44888092

(hereinafter referred to as "Buyer")

an agreement has been entered today for the purchase of Seller's assets on the following terms:

1 Background

- 1.1 Seller was declared bankrupt by bankruptcy decree of 4 March 2024.
- 1.2 Seller aimed to develop and sell medical equipment, including developing a disposable mechanical pump for delivery of biological drugs.

2 Subject of the transfer

- 2.1 The sold items consist of all of Seller's physical and intangible assets.
An overview of patents administered by Zacco is attached as Appendix 1.
- 2.2 Seller has previously been informed that assets covered by this agreement should be found at the following locations:
 - 1. Insign A/S: Nørmarkvej 31, 7600 Struer
 - 2. Dencker A/S: Færøvej 2, 7900 Nykøbing Mors
- 2.3 Seller has not inspected the physical assets in question and thus does not guarantee neither the existence nor the physical or legal properties thereof.
- 2.4 The transfer only includes assets that legally belong to Seller and thus, for example, not leased or rented assets, or assets that otherwise belong to a third party or is subject to the disposal of third parties.

3 Disclaimer

- 3.1 Buyer is aware that Seller is a bankrupt estate and therefore accepts that claims cannot be made against the estate due to factual or legal deficiencies.

- 3.2 Buyer cannot make any claims against Seller, neither in the form of compensation nor of a proportionate discount. There is an agreement between Seller and Buyer that the purchase price is determined taking this into account.

4 Transfer of ownership and risk

- 4.1 Ownership of the assets passes to Buyer at the time of receipt of the purchase price.
- 4.2 The risk of accidental destruction of the assets passes to Buyer upon entering into this transfer agreement.

5 Purchase price and VAT

- 5.1 The purchase price is set at DKK 50,000.
- 5.2 Seller and Buyer agree that this is a VAT-free business transfer, cf. VAT Act § 4, subsection 5. Buyer declares with his signature to be VAT registered or to register for VAT immediately after signing. Buyer must, within 8 days from the transfer, notify SKAT* of the transfer and send documentation of this notification to Seller.
- 5.3 The purchase price of DKK 50,000 must be paid into a client account in Danske Bank, Reg. No. 3001, Account No. 3002231905, marked "021570/DLS", no later than 1 July 2024.
- 5.4 In case of payment later than 1 July 2024, interest is added according to Section 5 of the Interest Act.

6 Collection of assets and necessary re-registrations

- 6.1 Buyer undertakes the collection of physical assets at Buyer's own expense.
- 6.2 Buyer is responsible for the re-registration of intellectual property rights and assets as well as other steps necessary for Seller's full access and disposability.

7 Signatures

On behalf of Seller
Date: 02 July 2024

[DocuSigned]

Trustee, Preben Jakobsen
Lawyer

On behalf of Buyer
Date: 27 June 2024

[DocuSigned]

Tomas Gundberg
CEO

*) SKAT is the Danish equivalent to the IRS.

List of patents and patent applications acquired by TJCC ApS from Subcuject ApS
With status as of 26 June 2024

Title	Country	Official No.
Wearable injection device	Brazil	BR112018014850-4
	Brazil	BR122022007041-8
	China	CN109069733A
	EPO	3407937
	India	201827024003A
	India	202128054964A
	Japan	2018-538209
	Republic of Korea	10-2018-7023829
	USA	US-2019-0022305-A1
	USA	US-2020-0384195-A1

Title	Country	Official No.
Ventilløsning mellem beholder og nål (Valve for an injection device)	Denmark	PA201870111
	EPO	19703006.7
	USA	16/964306

Title	Country	Official No.
AN OSMOTIC ACTUATOR FOR AN INJECTING DEVICE AND AN INJECTION DEVICE COMPRISING SUCH AN OSMOTIC ACTUATOR	Brazil	BR112020025689-7
	China	2019800408098
	EPO	19732254.8
	India	202047055844
	Japan	2020-570567
	Republic of Korea	10-2021-7001326
	Mexico	MX/a/2020/013872
	USA	17/252230

Title	Country	Official No.
Osmotic draw solutions	USA	17/276073

Title	Country	Official No.
AUTO INJECTOR WITH A SEPARATE DISTRIBUTION SYSTEM	PCT	PCT/EP2022/073658