

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI714021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Deed of Variation
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
International Veterinary Orthopaedic Academy LLP	01/10/2024

RECEIVING PARTY DATA

Company Name:	Orthomed (UK) Limited
Street Address:	West House, King Cross Road
City:	Halifax
State/Country:	UNITED KINGDOM
Postal Code:	HX1 1EB

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	10085780
Patent Number:	10932835

CORRESPONDENCE DATA

Fax Number: 2486451568
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.
Phone: (248)645-1483
Email: ipdocket@h2law.com
Correspondent Name: Kelly Ann Quinlan
Address Line 1: Howard & Howard Attorneys PLLC
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Address Line 4: Royal Oak, MICHIGAN 48067-2557

ATTORNEY DOCKET NUMBER:	065980.00022 & 31
NAME OF SUBMITTER:	Kelly Quinlan
SIGNATURE:	/Kelly Quinlan/
DATE SIGNED:	01/29/2025

Total Attachments: 28

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DATED _____ 2024

(1) INTERNATIONAL VETERINARY ORTHOPAEDIC ACADEMY LLP

and

(2) ORTHOMED (UK) LIMITED

DEED OF VARIATION

SINTONS

SN-5945579_2

PATENT
REEL: 070180 FRAME: 0647

THIS DEED is made on

2024

BETWEEN

- (1) **INTERNATIONAL VETERINARY ORTHOPAEDIC ACADEMY LLP** a limited liability partnership incorporated under the laws of England and Wales under registration No. 0C325273 whose registered office is at West House, Kings Cross Road, Halifax, West Yorkshire, HX1 1EB (**the “Licensor”**)
- (2) **ORTHOMED (UK) LIMITED** a company incorporated under the laws of England under registration No.04303031 whose registered office is at West House, King Cross Road, Halifax, West Yorkshire, HX1 1EB (**the “Licensee”**)

RECITALS

- (A) The Licensor and the Licensee are party to a Patent and Know How Licence Agreement dated 20 June 2018 (**Agreement**).
- (B) The Parties wish to amend the Agreement as set out in this Deed with effect from the date of this Deed (**Variation Date**).

IT IS AGREED THAT

1. TERMS DEFINED IN THE AGREEMENT

In this Deed, expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Deed.

2. VARIATION

- 2.1 With effect from the Variation Date the parties agree to amend the Agreement as shown in the copy of the Agreement attached at the Schedule to this Deed, where deletions to the original contract are shown in struck through text and additions are shown in underlined text.
- 2.2 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.

3. GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

IN WITNESS the parties have executed this Deed on the date set out above.

THE SCHEDULE
VARIED AGREEMENT

EXECUTED as a DEED by)
INTERNATIONAL VETERINARY)
ORTHOPAEDIC ACADEMY LLP)
acting by:)

Malcolm Ness

Director _____

Witness signature: Beverley Curtis
Witness name: _____
Witness address: _____

EXECUTED as a DEED by)
ORTHOMED (UK) LIMITED acting by:)
)
)

Jared Finegold

Director _____

Witness signature: Katie Gonzalez
Witness name: _____
Witness address: _____

DATED

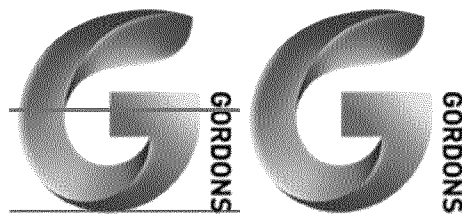
2018

(1) INTERNATIONAL VETERINARY ORTHOPAEDIC ACADEMY LLP

and

(2) ORTHOMED (UK) LIMITED

PATENT AND KNOW HOW AGREEMENT



Solicitors
Leeds/Bradford
Ref: LQM/SZW/ORT13/7

#291696939v2<NAACTIVE> - Varied Patent and Know How Agreement (Orthomed) (TTG)

#291696939v5<NAACTIVE> - Varied Patent and Know How Agreement (Orthomed) (TTG
11.13.23)
SN-6252047_1

PATENT
REEL: 070180 FRAME: 0651

BETWEEN

- (1) **INTERNATIONAL VETERINARY ORTHOPAEDIC ACADEMY LLP** a limited liability partnership incorporated under the laws of England and Wales under registration No. OC325273 whose registered office is at West House, Kings Cross Road, Halifax, West Yorkshire, HX1 1EB (the **Licensor**)
- (2) **ORTHOMED (UK) LIMITED** a company incorporated under the laws of England under registration No.04303031 whose registered office is at West House, King Cross Road, Halifax, West Yorkshire, HX1 1EB (the **Licensee**)

RECITALS

- (A) The Licensor is the beneficial owner of technical information, know-how and intellectual property rights in, and has developed a substantial body of valuable technical information relating to, the Products (the **Inventions**).
- (B) The Licensor is entitled to use and sub licence to third parties the use of and all rights in the Inventions.
- (C) The Licensee wishes to secure and the Licensor desires to grant a licence to exploit the Inventions under the terms and conditions set out in this Licence Agreement.

IT IS AGREED THAT:

1. INTERPRETATION

1.1 For the purposes of this Agreement the following terms shall have the following meanings:

"Affiliate"	<u>of a party means any other Person that, at any time during the Term, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such party. The term "control" for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, and "controlled by" and "under common control with" have correlative meanings.</u>
"Effective Date"	<u>20th June 2018</u>
"Gross Sales Value"	the invoiced sales value of the Products charged by the Licensee to customers in an arm's length transaction exclusively for money;
"Improvements"	all improvements modifications or adaptations to the Technical Information or any part thereof or inventions or discoveries arising therefrom which might reasonably be of commercial interest to either party in the design manufacture or supply of the Products or in the exploitation of the Invention which may be

made or acquired by or on behalf of either party during the term of this Agreement but shall not include mere applications of the Technical Information the Invention or the Intellectual Property Rights in the production of new or different Products to those currently contemplated by this Agreement;

"Intellectual Property Rights"

all intellectual property rights in the Invention and the Technical Information including but not limited to ~~patent applications~~ the Patents, copyright, design rights, trademarks, trade names whether or not registered or capable of registration and all other technical information know-how and intellectual property rights whatsoever owned by or licensed or available to the Licensor in relation to the Invention;

"Invention"

as defined in the Recitals hereto;

"month"

a calendar month;

"parties"

the Licensor and the Licensee and 'party' shall mean either of them;

"Patents"

the patents ~~and~~ patent applications, details of which are set out in the **Schedule** hereto together with all patents granted from the patent applications set out in the Schedule and all patent applications, including all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, and foreign counterparts of the foregoing that may hereafter be filed in the Territory by or on behalf of the Licensor which either are based on or claim priority from the foregoing patent application and all patents that may be granted pursuant to the foregoing patent application ~~applications~~;

"Person"

an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Products"

All products and services offered by Licensee, including, without limitation, an external fixation clamp known as the KEFS ~~and~~ the SOP Interlocking Plate System and the CERO (SOP screw-hole) implants, the manufacture, use, offer for sale, sale or importation of which would, but for this Agreement, infringe a Valid Claim;

"Quarter"

the periods of three calendar months commencing 1st January, 1st April, 1st July and 1st October in each year;

"Sterling"

pounds sterling being the official currency of the United Kingdom save that if pounds sterling cease to exist as the currency of the United Kingdom then all reference in this Agreement to pounds sterling will be construed as references to the Euro (or such other currency as replaces pounds sterling in the United Kingdom) at the conversion rate applicable at the close of business on the day on which sterling ceases to exist;

"Technical Information"

the manufacturing processes, technical designs, and all identifiable know-how, experience, data and all other technical commercial information relating to the Invention and to the Patents or to the Products whether in human or machine readable form and whether stored electronically or otherwise and which might reasonably be of commercial interest to either party in design manufacture or supply of the Products or in the exploitation of the Invention;

"Territory"

Worldwide.

"Valid Claim"

a claim of an unexpired issued or granted Patent or a pending patent application in the Patents, as long as the claim has not been held to be invalid or unenforceable in a proceeding from which no further appeal may be taken within the time limit for taking that appeal.

2. GRANT OF RIGHTS

2.1 The Licensor ~~shall grant~~, on behalf of itself and its Affiliates, hereby grants to the Licensee:

2.1.1 the ~~exclusive right~~ and licence under the Patents ~~to use and~~ the Intellectual Property Rights including but not limited to the Technical Information to make, have made, use, sell, offer to sell and import the Products, and to otherwise exploit the Inventions by the manufacture, use and sale of the Products and the Intellectual Property Rights in the Territory only in relation to the veterinary orthopaedic market (the Market).

2.1.2 the rights and licence granted by this clause shall be exclusive to the Licensee and the Licensee's permitted sub-licensees in relation to the Patents and Intellectual Property Rights and limited to the Products which may be manufactured and sold hereunder in relation to the Market.

2.1.3 The Licensor shall not license authorise permit sell or in any way directly or indirectly deal with those Products in respect of which it is granted exclusive rights hereunder within the Territory and in respect of the Market nor directly or indirectly permit, authorize or assist any other company, person, or firm other

than the Licensee to directly or indirectly sell or in any way deal with such Products within the Territory in the Market nor appoint any third party as agent, distributor or otherwise to sell or in any way deal with such Products within the Territory in the Market except with the Licensee's prior written consent.

2.2 For the avoidance of doubt, it is hereby declared that the Licensee shall have no right hereunder to manufacture use or sell the Products or to exploit the Invention otherwise than as expressly licensed to the Licensee hereby. For the avoidance of doubt the Licensee shall have no right hereunder to manufacture use or sell the Products or to exploit the Invention in the human orthopaedic market.

2.3 The Licensee shall be entitled to sub-license (i) to any wholly owned subsidiary (as defined in s 1159 of the Companies Act 2006) so long as it is such a wholly-owned subsidiary under the said Act and ~~its~~ (ii) to Licensee's (or any sublicensee under (i)) licensed manufacturers (for so long as they remain so licensed) and (iii) to any other party first approved by the Licensor in writing (such approval not to be unreasonably withheld or delayed) the rights granted under clause 2.1 hereof provided that:

2.3.1 the sub-licence shall be in writing and shall contain obligations upon the sub-licensee at least as onerous as those imposed upon the Licensee herein; and

2.3.2 the Licensee shall remain responsible for all acts and omissions of such sub-licensees as though they were those of the Licensee; and

2.3.3 the Licensee shall forthwith notify the Licensor in writing of any sub-licence granted pursuant to this clause and shall at the same time provide the Licensor with a copy of such sub-licence.

3. **TRANSFER OF TECHNICAL INFORMATION**

3.1 The Licensor and the Licensee will each disclose to the other certain confidential information that is the property of the disclosing party. Each party agrees not to disclose and not to use (except as authorised by this Agreement) such confidential information as may reasonably be considered to be a trade or industrial secret of the disclosing party to or for any third party during the continuance of this Agreement and for a period of five (5) years thereafter. Save in respect of the Technical Information which shall remain confidential neither party shall have an obligation to maintain as confidential and not to use any information that:

3.1.1 at the time of disclosure, is available to the public;

3.1.2 after disclosure, becomes available to the public by publication or otherwise other than as a result of a breach of this clause;

3.1.3 is in the possession of the receiving party or in the possession of the receiving party's affiliates at the time of disclosure by the disclosing party;

3.1.4 is rightfully received from a third party;

3.1.5 is furnished to a third party by the disclosing party without a corresponding obligation of confidence;

3.1.6 the receiving party can establish, by written documentary evidence, was subsequently developed independently by it or its affiliates independently of any disclosure hereunder;

3.1.7 is approved in writing for release by the disclosing party; or,

3.1.8 is disclosed pursuant to the requirement of a government agency or operation of law.

The provisions of this Clause of the Agreement shall survive expiration or termination of this Agreement for any reason.

3.2 The Licensee shall ensure that it or its sub-licensees have secured all appropriate intellectual property rights (whether in copyright or otherwise) in all material used by it (other than the Intellectual Property Rights) or its sub licensees in conjunction with the Invention and its exploitation and in the manufacture, sale, and use of the Products and shall indemnify the Licensor against any loss or damage suffered or incurred by the Licensor as a result of the Licensee's breach of its obligations under this provision.

3.3 The Licensee undertakes that for a period of ten (10) years from the Effective Date or for so long as any part of the Technical Information remains subject to the obligations of confidence of this clause, whichever is the longer, it will not (and it will procure that its sub-licensees shall not) use the same for any purpose except as expressly permitted in this Agreement.

4. **PAYMENT**

4.1 With effect from the Effective Date the Licensee shall during the continuance of this Agreement pay to the Licensor a royalty calculated as to five per cent (5%) of the Gross Sales Value of all Products (or any part thereof) sold or otherwise supplied for money or money's worth under each contract between the Licensee and its customers or such other rate as the parties hereto shall mutually agree in writing from time to time.

4.2 Payments due under clause 4.1 shall be made within 30 days of the end of each Quarter in respect of royalties accruing on Products invoiced in that Quarter and the Licensee shall deliver to the Licensor a statement given particulars of all sales of the Products effected by the Licensee during the preceding Quarter and showing the total royalty payable to the Licensor and at the same time deliver to the Licensor a remittance for the full amount of that royalty.

4.3 All sums due under this Agreement:

4.3.1 are exclusive of any Value Added Tax which shall (if applicable) be payable in addition on the rendering by the Licensor of any appropriate Value Added Tax invoice;

4.3.2 shall be made in Sterling by telegraphic transfer to the credit of a bank account to be designated in writing by the Licensor.

4.3.3 shall be made in full without deduction of taxes, charges and other duties that may be imposed except in so far as any such deduction may be credited in full by the Licensor against the Licensor's own tax liabilities. If applicable, the parties agree to co-operate in all respects necessary to take advantage of such double taxation agreements as may be available.

4.4 Without prejudice to any other rights enjoyed by the Licensor, in the event of any default in the payment of any sum which may be due from the Licensee to the Licensor, the Licensee shall pay to the Licensor interest at the rate of four per cent (4%) per month calculated on a day to day basis on the amount of any sums due but not paid whether before or after judgement together with the full amount of any legal costs incurred by the Licensor in connection therewith and the Licensee shall include a provision in all sub-licences granted by it in order to secure such payment of interest and costs by its sub-licensees.

- 4.5 The Licensee agrees to keep true and accurate records and books of account containing all data necessary for the determination of royalties payable hereunder which records and books of account shall upon reasonable notice of the Licensor be open at all reasonable times during business hours for inspection by the Licensor or its duly authorised agent for the purpose of verifying the accuracy of the Licensee's reports hereunder.
- 4.6 The Licensee or its sub-licensee shall keep at its usual place of business proper records with respect to subjects covered hereunder which will be available for inspection no more than once per calendar year during regular business hours by the Licensor's independent outside auditor which does not have a conflict with the Licensee or its sub-licensee. Such independent outside auditor shall only report to the Licensor the number of the Products manufactured supplied or sold during the period(s) covered by the audit and the sale price therefor and such other information as is relevant to the calculation of the royalties payable and the discharge by the Licensee or sublicense of its obligations hereunder or under the relevant sub licence.
- 4.7 Subject to the provisions of clause 4.3.3 above, all expenses, taxes and/or other charges shall be borne by the party against whom such amounts are assessed. The Licensee or its sub-licensee shall prepare all applications, reports and other documents which may be required in order that payments and remittances may be made in accordance with this Agreement.
- 4.8 The Licensor agrees to inform the Licensee promptly in the event that it receives enquiries from prospective customers for the Products or prospective licensees of any part of the rights hereby granted so that the parties can review the potential for securing benefit for either or both of them in any transaction with such prospective customer or licensee.
- 4.9 Upon the execution of a sub licence, the Licensor agrees that subject to the Licensee remaining primarily liable therefor it will accept all royalties, fees and other expenses directly from the Licensee's sub-licensee. However, the Licensee may, at its option, cause its sub-licensee to pay royalties, fees and other expenses directly to the Licensee; in which event, the Licensee shall be obligated to pay all royalties, fees and other expenses to the Licensor.

5. **IMPROVEMENTS**

- 5.1 Each party shall forthwith disclose to the other in confidence and in such detail as that other may reasonably require all Improvements that it may develop or acquire during the term of this Agreement except in so far as such disclosure would disclose information derived from and subject to confidentiality obligations in favour of a third party.
- 5.2 Improvements that the Licensor is due to disclose to the Licensee under clause 5.1 above shall be deemed to be part of the Technical Information for the purposes of the rights granted to the Licensee under clause 2 hereof.
- 5.3 The Licensor shall have a non-exclusive irrevocable world-wide royalty-free licence without limit of time with the right to assign and grant sub-licences thereunder to use all Improvements the Licensee is due to disclose to the Licensor under clause 5.1 hereof and to use and exploit all intellectual property rights in respect thereof owned by the Licensee or any assignee or successor in title of the Licensee.
- 5.4 Improvements arising from work carried out jointly shall belong to the Licensor unless the Licensor shall agree otherwise and the Licensor shall have the irrevocable right to use such joint Improvements independently of the Licensee and to the extent necessary for such the Licensee shall assign to the Licensor all its rights and interests in the same and/or grant to the Licensor a royalty free world wide irrevocable perpetual non-exclusive licence under all jointly held intellectual property rights relating thereto including the right to assign and to

grant sub-licences thereunder. The Licensee undertakes that on request it will (and will procure that any manufacturer for the Licensee will) confirm to any prospective licensee of the Licensor the Licensor's sole ownership of such Improvements and/or the right of the Licensor to grant such a licence pursuant to this clause.

6. **TERM**

This Agreement shall, unless terminated earlier in accordance with clause 9, continue in full force and effect until the date on which the last of the Patents has expired or been revoked without a right of further appeal.

7. **PERFORMANCE:**

7.1 During the continuance of this Agreement the Licensee shall:

7.1.1 use all reasonable commercial endeavours to promote the manufacture distribution and sale of Products in the Territory as widely as its resources reasonably permit and will procure all necessary selling and manufacturing facilities to meet all reasonable demand for the Products throughout the Territory. The Licensee shall seek to maximise such demand through negotiation with actual and prospective customers;

7.1.2 ensure that all Products supplied by the Licensee meet all such reasonable specifications as the Licensor may from time to time apply thereto and satisfy in performance quality construction and use the reasonable requirements of the Licensor and shall upon reasonable notice from the Licensor give the Licensor or its authorised representative free access at any reasonable time to the premises of the Licensee and procure such access to the premises of any manufacturer of the Products for the purpose of ensuring that the Licensee its employees and contractors are observing these obligations;

7.1.3 sell the Products to any suitable buyer independently of any other products or services of the Licensee if so required;

7.1.4 if so required by the Licensor attach to all the Products or samples thereof and to all promotional literature therefor a label quoting relevant patent numbers and stating that such Products are made under licence from the Licensor to include the words:

"Patent Applied for. Manufactured under license from the International Veterinary Orthopaedic Academy LLP".

7.1.5 use its best endeavours to ensure that all the Products manufactured are of satisfactory quality and that any Products supplied by it that are defective in any way are not released in the ~~market~~Market;

7.1.6 not act as agent of the Licensor and specifically not give any indication that it is acting otherwise than as principal and in advertising or selling the Products not make any representation or give any warranty on behalf of the Licensor.

7.2 The Licensee shall forthwith inform the Licensor if for any reason it is unable to meet any reasonable market demand giving sufficient information to enable the Licensor to supply the customers itself if appropriate or pass the requirement to another of its licensees.

8. MAINTENANCE OF PATENTS

8.1 The Licensor shall:

8.1.1 use its reasonable commercial endeavours to obtain valid patents pursuant to the patent applications listed in the Schedule; and

8.1.2 subject to clause 8.2 pay all renewal fees to the relevant Patent Offices in respect of the Patents as and when due.

8.2 The Licensee shall be responsible for the costs of maintaining the Patents and the Licensor shall submit an invoice to the Licensee in respect of any Patent renewal fees and the Licensee shall within 30 days of receipt of such invoice pay such renewal fees.

9. TERMINATION

9.1 Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating this Agreement with immediate effect if:

9.1.1 the other party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified of the breach;

9.1.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;

9.1.3 that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

9.1.4 that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this agreement);

9.1.5 anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in 9.1.2, 9.1.3 or 9.1.4; or

9.1.6 that other party ceases, or threatens to cease, to carry on business; or

9.1.7 the other party fails to pay any sums due under this Agreement on their due date for payment

9.2 Termination of this Agreement for any reason shall not bring to an end:

9.2.1 the confidentiality obligations on the parties hereto;

9.2.2 the Licensee's obligations to pay royalties or other sums which have accrued due or which will become due in respect of the manufacture or sale of the Products under clause 4.1;

9.2.3 the licences (if any) granted to the Licensor by the Licensee under clauses 5.3 and 5.4 above in respect of the right to use Improvements

9.3 On termination of this Agreement under clause 9.1 the Licensee shall continue to have the right for a period of six (6) months from the date of termination to complete deliveries on contracts in force at that date and to dispose of Products already manufactured subject to payment to the Licensor of royalties thereon in accordance with clause 4 above.

9.4 Subject to clause 9.3 above, the Licensee shall no longer be licensed to use or otherwise exploit in any way, either directly or indirectly, the Patents, insofar and for as long as any of the Patents remains in force;

9.5 On termination of this Agreement for any reason under clause 9.1 above the Licensee shall offer to the Licensor at cost all stocks of Products and promotional and other literature relating thereto in its possession or control and shall provide the Licensor with all reasonable facilities to inspect the same and shall deliver up to the Licensor (or destroy if the Licensor so approves) all production manuals and all other documents or materials whether human or machine readable and whether stored electronically or otherwise (including copies thereof) in its possession or control containing the Technical Information.

10. **INDEMNITY**

10.1 The Licensee shall indemnify on demand and hold harmless the Licensor from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs, expenses and VAT thereon) and liability suffered or incurred, by the Licensor in consequence of any actual or alleged defects in the Products manufactured, promoted, distributed or sold by the Licensee in the Territory resulting in a claim against the Licensor by any third parties other than any actual or alleged defects in the Products which arise as a result of any default, act or omission of the Licensor.

10.2 The Licensee shall take out and maintain throughout the term of this Agreement at its own expense comprehensive third party, public and product liability insurance from a reputable recognised insurance company in such amount as may be adequate to protect the Licensor and the Licensee against any and all claims, actions, losses, demands, proceedings, damages, costs and expenses:

10.2.1 arising out of any actual or alleged defects in the Products;

10.2.2 which results from the default or negligence of the Licensee in carrying out its obligations under or in connection with this Agreement.

10.3 The Licensee shall make full details of the insurance and proof of payment of all premiums available to the Licensor upon request.

10.4 This clause 10 shall continue in full force and effect notwithstanding any suspension or termination of this Agreement.

11. **ASSIGNMENT**

11.1 The Licensor may assign this Agreement and the rights and obligations under this Agreement.

11.2 This Agreement is personal to the Licensee which may not without the prior written consent of the Licensor assign, transfer, mortgage, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

12. **PATENTS AND OTHER INTELLECTUAL PROPERTY**

12.1 To the best of the Licensor's knowledge and belief the exercise of the rights granted or to be granted to the Licensee hereunder will not result in the infringement of valid patents or other intellectual property rights of third parties. Subject thereto the Licensor gives no warranty in this respect and does not give the Licensee or to any of its sub-licensees any indemnity against costs damages expenses or royalties arising out of proceedings brought against the Licensee or any sub-licensee or customer of the Licensee by any third party.

Should the Licensee be sued for infringement of any patents or other intellectual property rights of the third party by reason of its exploitation of the Invention or manufacture use or sale of the Products the Licensor shall on request assist the Licensee in its defence to such action to the extent that in all the circumstances it is reasonable to do so but shall otherwise be under no obligations in respect thereof. All costs of any such action (including without prejudice to that generality all costs incurred by the Licensor in providing assistance to the Licensee as aforesaid) shall be borne by the Licensee to whom shall belong all sums that may be recovered from the third party.

- 12.2 The Licensor represents and undertakes to the Licensee that it is the exclusive legal and beneficial owner of all rights, title and interest in the Patents and there are to its knowledge no liens, encumbrances or other charges over any of them.
- 12.3 If any warning letter or other notice of infringement is received by a party or legal suit or other action is brought against a party alleging infringement of third party rights in the manufacture use or sale of any Products or use of any Patents that party shall promptly provide full details to the other party and the parties shall discuss the best way to respond.
- 12.4 ~~The Subject to the provisions of clause 13, the~~ Licensee shall have the right but not the obligation to defend such suit and shall have the right to settle with such third party provided that if any action or proposed settlement involves the making of any statement express or implied concerning the validity of any Patents the consent of the Licensor must be obtained before taking such action or making such settlement such consent not to be unreasonably withheld or delayed.
- 12.5 If at any time during this Agreement the Licensee directly or indirectly opposes or assists any third party to oppose the grant of letters patent on any patent applications within the Patents or disputes or directly or indirectly assists any third party to dispute the validity of any patent within the Patents or any of the claims thereof the secret or substantial nature of the Technical Information of the Licensor or whether the Patents are necessary within the meaning of EC Regulation No 240/96 the Licensor shall be entitled at any time thereafter to terminate all or any of the licences granted hereunder forthwith by notice thereof to the Licensee.
- 12.6 Where one party hereto has developed or acquired an Improvement to which clause 5.1 above applies it shall not publish the same or do anything that might prejudice the validity of any patent that might subsequently be granted on it until the other party has had at least 14 working days from disclosure in writing of all information relating to it to consider whether patent or other protection should be applied for. The first party will on request notify the other whether it intends to seek any relevant protection. If it does not wish to do so and if the other party within the 14 working day period notifies the first party that it would like to seek patent or other protection, and if it is agreed between the parties that the other party may do so, then this obligation shall continue for such time as may be reasonably required to prepare and file an application for patent or other protection.
- 12.7 Either party to this Agreement may at any time in respect of an Improvement elect not to pursue further an application for patent protection either jointly or on its own behalf or to maintain any such patent protection as it may have obtained and the party so electing shall notify the other party and shall if so requested assign all rights it may have therein for nominal consideration to that other party provided that the party electing not to pursue the application or the resulting patent shall be entitled to a full non-exclusive royalty free world wide perpetual and irrevocable licence under all relevant rights with the right to assign and to sub-licence.

13. ENFORCEMENT OF PATENTS

13.1 Subject to the provisions of clause 13.2:

13.1.1 each party shall immediately inform the other party of any actual or suspected infringement of the Patents;

13.1.2 subject to clause 13.3, the Licensee shall have the sole right at its own cost, but not the obligation, to bring an infringement action to enforce any Patent in the Market, to defend any declaratory judgment action concerning any Patent, and take any other lawful action reasonably necessary to protect, enforce, or defend any Patent, and to control the conduct thereof (a "Claim");

13.1.3 such right shall include the right to obtain equitable relief and recover any provisional and other damages awarded in consequence of any past, actual or alleged infringement of the Patent in the Market; and

13.1.4 if required by law, each party shall permit any Claim to be brought in either the Licensor's or the Licensee's name, including being joined as a party-plaintiff (co-claimant).

13.2 In respect of any Claim taken in accordance with clause 13.1 or clause 12:

13.2.1 the Licensee shall consult with the Licensor in relation to any Claim and shall take into account the views of the Licensor in relation to such Claim;

13.2.2 the Licensee shall bear the costs of any Claim;

13.2.3 the Licensor shall provide all reasonable cooperation and assistance including providing access to relevant documents and other evidence, making its employees available at reasonable business hours and on reasonable notice ("Assistance");

13.2.4 the Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Licensor arising out of or in connection with:

13.2.4.1 a Claim;

13.2.4.2 all Assistance provided by the Licensor in relation to a Claim;

13.2.4.3 being joined as a party to such Claim; and

13.2.4.4 any counter claim filed by a third-party against the Licensor, provided that such counter claim arises from the subject matter of a written agreement between Licensor and Licensee.

Such payments due to the Licensor pursuant to this indemnity shall be paid on demand by the Licensee to the Licensor.

13.2.5 without affecting the Licensor's rights under the indemnity in clause 13.2.4, any damages, account of profits, costs or other sums or settlement received by the Licensee from such Claim will be applied in the following order of priority:

13.2.5.1 ~~firstly, in satisfaction of any outstanding claims made by the Licensor pursuant to the indemnity at clause 13.2.4;~~

13.2.5.2 ~~secondly, shall be treated as sales of the Products and will be subject to the same royalty obligations as set forth above in clause 4 (5%);~~

13.2.5.3 ~~any remaining amounts shall be paid in satisfaction of any Licensee costs and expenses, including reasonable attorneys' fees, of the Licensee.~~

13.2.6 ~~the Licensee may settle any Claim, whether by consent order, voluntary final disposition or settlement, without the prior written approval of the Licensor; provided, however, if any action or proposed settlement involves the making of any statement express or implied concerning the validity of any Patents the consent of the Licensor must be obtained before taking such action or making such settlement, such consent not to be unreasonably withheld or delayed.~~

14. ~~13.~~MISCELLANEOUS

14.1 ~~13.1~~No waiver, modification or amendment of this Agreement shall be effective unless made in writing and signed by an authorized officer or representative of each party.

14.2 ~~13.2~~This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors but shall not otherwise be assignable by the Licensee without the prior written consent of the Licensor which consent the Licensor may withhold at its sole discretion.

14.3 ~~13.3~~This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior written or oral representations agreements or understandings between them relating to the subject matter of this Agreement other than any false misrepresentation made by a party to induce the other party to enter into this Agreement.

14.4 ~~13.4~~No variation or amendment of this Agreement shall bind either party unless made in writing and agreed to in writing by duly authorised officers of both parties.

14.5 ~~13.5~~If any provision of this Agreement is agreed by the parties to be illegal void or unenforceable under any law that is applicable hereto or if any court or other authority of competent jurisdiction in a final decision so determines this Agreement shall continue in force save that such provision shall be deemed to be deleted and removed from this Agreement with effect from the date of such agreement or decision or such earlier date as the parties may agree.

14.6 ~~13.6~~The headings in this Agreement are for convenience only and are not intended to have any legal effect.

14.7 ~~13.7~~A failure by either party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15. ~~14.~~FORCE MAJEURE

15.1 ~~14.1~~If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, and if such party gives written notice thereof to the other party specifying the matters constituting force majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice

for so long as such cause of prevention or delay shall continue save that if the effect of the force majeure event is in the sole opinion of the Licensor such as to prevent the performance by the Licensee of all or any of its obligations hereunder for a period exceeding six months then the Licensor shall be entitled to terminate this Agreement or amend the terms of the same to alter or reduce at its sole discretion the Territory or the product categories in respect of which the rights and licence hereby granted to the Licensee shall apply.

15.2 ~~14.2~~ For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party to perform and without prejudice to the generality thereof shall include the following:

15.2.1 ~~14.2.1~~ strikes, lock-outs or other industrial action;

15.2.2 ~~14.2.2~~ civil commotion, riot, invasion, war threat or preparation for war;

15.2.3 ~~14.2.3~~ fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

16. ~~15.~~ **GOVERNING LAW**

This Agreement shall be read and construed and shall take effect as an agreement made under English law and all disputes arising in any way out of or affecting this Agreement shall be subject to the jurisdiction of the English courts.

17. ~~16.~~ **NOTICE**

Any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by electronic mail, telex or facsimile or deposited in the mail, certified or registered mail with postage prepaid, or express delivered with fees prepaid, whether public or private carrier, to the addresses listed below:

If to the Licensor, to:

International Veterinary Orthopaedic Academy LLP,
~~37/39 Croft Road~~ West House, Blyth King Cross Road,
Northumberland NE24 2EL Halifax, West Yorkshire,
HX1 1EB Attention: Malcolm Ness ~~or by fax to~~
01670361979

If to the Licensee to:

Orthomed (UK) Ltd
West House, King Cross Road, Halifax, West Yorkshire, HX1 1EB
Attention: Mark Cunliffe

or any other address provided prior written notice of such address is given to the other party.

THE SCHEDULE

(the Patents)

KEYS

UK Patent Application GB0814263.0

SOP

UK Patent Application GB0610630.6 ("Bone Fixation Device")

UK Patent Application GB0709693.6 ("Bone Fixation Device")

PCT Application PCT/GB2007/001912 ("Bone Fixation Device")

US Patent Application No 11/940,540

<u>Title</u>	<u>Country</u>	<u>Application number</u>	<u>Grant number</u>	<u>Filing date</u>	<u>Priority number</u>	<u>Priority date</u>	<u>Status</u>	<u>Renewal date</u>	<u>File ref</u>	<u>Proprietor</u>
External fixation clamp	-	-	-	-	-	-	-	-	-	-
-	<u>GB</u>	<u>GB0814263.0</u>	<u>GB2462424</u>	<u>05-Aug-08</u>	<u>none</u>	<u>none</u>	<u>granted</u>	<u>30-Aug-23</u>	<u>ORT-P2219GB</u>	<u>Cunliffe, Ness, Krauss</u>
Bending tool	<u>CN</u>	<u>CN200980138214</u>	<u>CN102245116</u>	<u>04-Aug-09</u>	<u>GB0814263.0</u>	<u>05-Aug-08</u>	<u>granted</u>	-	-	-
-	<u>US</u>	<u>11/940540</u>	<u>US8,337,506B2</u>	<u>15-Nov-07</u>	-	-	<u>granted</u>	<u>25-Jun-24</u>	<u>ORT-P2218US</u>	<u>Cunliffe, Ness</u>

-	Community Design	000826029-0001/2	000826029-0001, 000826029-0002	14-Nov-07	-	-	granted	14-Nov-27	ORT-D2220EM	-
-	GB Design	90008260290001/2	90008260290001, 90008260290002	14-Nov-07	-	-	granted	14-Nov-27	ORT-D2220EMIGB	-
-	Bone lengthening assembly	-	-	-	-	-	-	-	-	-
-	GB	GB1413387.0	GB2530247	29-Jul-14	-	-	granted	29-Jul-23	ORT-P7189GB	Orthomed UK Limited
-	US	16/507,878	-	29-Jul-15	GB1413387.0	29-Jul-14	granted	23-Feb-26	ORT-P7573US	-
-	A bone fixation device	-	-	-	-	-	-	-	-	-
-	GB	GB0610630.6	-	26-May-06	-	-	Ceased	-	-	Cunliffe, Ness
-	GB	GB0709693.6	GB2438502	21-May-07	GB0610630.6	26-May-06	granted	21-May-24	ORT-P2171GB	Cunliffe, Ness
-	GB	GB1109175.8	GB2479282	21-May-17	GB0610630.6	26-May-06	granted	21-May-24	ORT-P3224GB	-
-	PCT	PCT/GB2007/001912	-	21-May-07	GB0610630.6	26-May-06	Split into national/regional	N/A	ORT-P2172WO	-

-	<u>Europe</u>	<u>EP07732933.2</u>	<u>EP2023838</u>	-	-	-	-	applications in the following countries - granted. Validated in Germany only	<u>31-May-24</u>	<u>ORT-P2176EP</u>	-
-	<u>Europe</u>	<u>EP14174894.7</u>	<u>EP2786719</u>	-	-	-	-	granted. Validated in Germany only	<u>31-May-24</u>	<u>ORT-P7190EP</u>	-
-	<u>China</u>	<u>CN20078002730.2.6</u>	<u>CN200780027302.6</u>	-	-	-	-	granted	<u>21-May-24</u>	<u>ORT-P2178CN</u>	-
-	<u>South Africa</u>	<u>ZA2008/10100</u>	<u>2008/10100</u>	-	-	-	-	granted	<u>21-May-24</u>	<u>ORT-P2173ZA</u>	-
-	<u>India</u>	<u>5123/KOLNP/2008</u>	<u>292216</u>	-	-	-	-	granted	<u>21-May-24</u>	<u>ORT-P2179IN</u>	-
-	<u>US</u>	<u>14/926,144</u>	<u>US10,085,780</u>	-	-	-	-	granted	<u>02-Apr-26</u>	<u>ORT-P2217US</u>	-
-	<u>US</u>	<u>16/057,995</u>	<u>US10,932,835</u>	-	-	-	-	granted	<u>02-Sep-24</u>	<u>ORT-P7507US</u>	-
	<u>US</u>	<u>12/302,586</u>	=	<u>21-May-07</u>	<u>GB0610630.6</u>	<u>26-May-06</u>		abandoned			<u>Cunliffe, Ness</u>
	<u>US</u>	<u>13/098,087</u>	=	<u>29-Apr-11</u>	<u>GB0610630.6</u>	<u>26-May-06</u>		abandoned			<u>Cunliffe, Ness</u>

18
#291696939v2<NAACTIVE> - Varied Patent and Know How Agreement (Orthomed) (TTG)

#291696939v5<NAACTIVE> - Varied Patent and Know How Agreement (Orthomed) (TTG 11.13.23)
SN-6252047_1

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ORTHOPAEDIC ACADEMY LLP in the)
presence of:)

Witness Signature

Name

Address
.....

Occupation

Signed by for and on)
behalf of **ORTHOMED (UK) LIMITED**)
in the presence of:)

Witness Signature

Name

Address
.....

Occupation

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#291696939v5<NAACTIVE> - Varied Patent and Know How Agreement (Orthomed) (TTG
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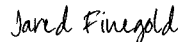
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Jared Finegold
finegold@infiniteimmedical.com
CEO
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<p>Beverly Curtis Beverly.curtis@thomasowen.co.uk Sales Executive 1 Harrogate Cottages, Longframlington, Morpeth NE65 8EB Witness for Malcolm Ness (malcolmgm@icloud.com) Security Level: Electronic Record and Signature Disclosure: Accepted: Jan 12, 2024 06:07 ID: 32549f58-cb56-4bee-8269-671dae708d5a</p>	<p><i>Beverly Curtis</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 82.219.13.237</p>	<p>Sent: Jan 10, 2024 23:13 Viewed: Jan 12, 2024 06:07 Signed: Jan 12, 2024 06:14</p>
<p>Katie Gonzalez gonzalez@infinitemedical.com Marketing Associate 333 Twin Dolphin Drive Redwood City CA 94065 Witness for Jared Finegold (finegold@infinitemedical.com) Security Level: Electronic Record and Signature Disclosure: Accepted: Jan 15, 2024 10:12 ID: 8903a134-d4a6-45f2-8db2-d5e328211f8a</p>	<p><i>Katie Gonzalez</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 99.100.25.254</p>	<p>Sent: Jan 15, 2024 10:10 Viewed: Jan 15, 2024 10:12 Signed: Jan 15, 2024 10:13</p>

Notary Events	Signature	Timestamp
<p>Envelope Summary Events</p> <p>Envelope Sent Certified Delivered Signing Complete Completed</p>	<p>Hashed/Encrypted Security Checked Security Checked Security Checked</p>	<p>Jan 10, 2024 13:58 Jan 15, 2024 10:12 Jan 15, 2024 10:13 Jan 15, 2024 10:13</p>
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