

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI926590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOINDUCTION LIMITED	06/12/2024
RECEIVING PARTY DATA	
Company Name:	FINETECH MEDICAL LIMITED
Street Address:	178 - 180 Hotwell Road
City:	Bristol
State/Country:	UNITED KINGDOM
Postal Code:	BS8 4RP
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12601036
Application Number:	14403841
CORRESPONDENCE DATA	
Fax Number:	9497609502
<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:	9497600404
Email:	efiling@knobbe.com,emilie.albert@knobbe.com
Correspondent Name:	Docketing Department
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	AMBTX.000GEN
NAME OF SUBMITTER:	Ms. Emilie Albert
SIGNATURE:	/Ms. Emilie Albert/
DATE SIGNED:	04/01/2025
Total Attachments: 13	
source=5.2_-_Deed_of_Assignment_of_IP_and_Goodwill.doc#page1.tiff	
source=5.2_-_Deed_of_Assignment_of_IP_and_Goodwill.doc#page2.tiff	
source=5.2_-_Deed_of_Assignment_of_IP_and_Goodwill.doc#page3.tiff	
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source=5.2_-_Deed_of_Assignment_of_IP_and_Goodwill.doc#page13.tiff

Dated 12 June 2024

Bioinduction Limited
and
FineTech Medical Limited

Deed of Assignment of Intellectual
Property Rights and Goodwill

Mishcon de Reya

PATENT
REEL: 070698 FRAME: 0942

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Mishcon de Reya

THIS DEED is dated 12 June 2024

PARTIES

- (1) **BIOINDUCTION LIMITED** incorporated and registered in England and Wales with company number 04429471 whose registered office is at 178-180 Hotwell Road, Bristol, BS8 4RP (the **Seller**); and
- (2) **FINETECH MEDICAL LIMITED** incorporated and registered in England and Wales with company number 02826839 whose registered office is at 178 - 180 Hotwell Road, Bristol, BS8 4RP (the **Buyer**).

BACKGROUND

By the Main Agreement, the Seller has agreed to assign the Owned Business Intellectual Property Rights to the Buyer on the terms set out in this agreement.

AGREED TERMS

I. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

I.1 Definitions:

Business means has the meaning given to it in the Main Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Domain Names means the domain names which are set out in Part 2 of Schedule 1.

Goodwill means the goodwill of the Seller in relation to the Business including the benefit and advantage of the good name, reputation, and connection of the Business, the exclusive right for the Buyer to carry on the Business under the Seller's name (and all other names associated with the Business) and to represent itself as carrying on the Business in succession to the Seller.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Main Agreement means the asset purchase agreement dated on or around the date of this agreement between the Seller and the Buyer.

Owned Business Intellectual Property Rights means has the same meaning as given to it in the Main Agreement and shall include those Intellectual Property Rights set out in Schedule I.

Patents means the patents and the applications short particulars of which are set out in Part I of Schedule I.

Trade Marks means the registered trade marks and the applications and the unregistered trade marks and trade names short particulars of which are set out in Part 3 of Schedule I.

Transaction means the transaction contemplated under the Main Agreement.

VAT means value added tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses of and Schedules to this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.
- 1.9 A reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this agreement.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** excludes fax but not email.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Seller expressly acknowledges), the Seller hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Owned Business Intellectual Property Rights and the Goodwill, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, and Trade Marks;
 - 2.1.2 all goodwill attaching to the Trade Marks and to that part of the Business that relates to the goods or services for which the Trade Marks are registered or used; and
 - 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Owned Business Intellectual Property Rights whether occurring before, on, or after the date of this agreement;
- 2.2 and the full benefit (so far as the Seller can assign the same and subject to the burden thereof) of the Business Contracts (on the basis set out in the Main Agreement) and the Third Party Rights.

3. VAT

All payments made by the Buyer in respect of the Owned Business Intellectual Property Rights and the Goodwill are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Seller, the Buyer shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Seller shall have delivered a valid VAT invoice in respect of such VAT to the Buyer.

4. FURTHER ASSURANCE

- 4.1 At its own expense the Seller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:
- 4.1.1 registration of the Buyer as applicant or (as applicable) proprietor of the Owned Business Intellectual Property Rights; and
 - 4.1.2 assisting the Buyer in obtaining, defending and enforcing the Owned Business Intellectual Property Rights and the Goodwill, and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Owned Business Intellectual Property Rights and the Goodwill.
- 4.2 The Seller appoints the Buyer to be its attorney in its name and on its behalf to execute documents, use the Seller's name and do all things which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this agreement.
- 4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Seller's obligations under this agreement and the proprietary interest of the Buyer in the Owned Business Intellectual Property Rights and the Goodwill and, so long as such obligations of the Seller remain undischarged, or the Buyer has such interest, the power may not be revoked by the Seller, save with the consent of the Buyer.

- 4.4 Without prejudice to clause 4.2, the Buyer may, in any way it thinks fit and in the name and on behalf of the Seller:
- 4.4.1 take any action that this agreement requires the Seller to take;
 - 4.4.2 exercise any rights which this agreement gives to the Seller; and
 - 4.4.3 appoint one or more persons to act as substitute attorney(s) for the Seller and to exercise such of the powers conferred by this power of attorney as the Buyer thinks fit and revoke such appointment.
- 4.5 The Seller undertakes to ratify and confirm everything that the Buyer and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. LIABILITY AND RELATED AGREEMENTS

- 5.1 The parties agree and acknowledge that:
- 5.1.1 this agreement is ancillary to the Main Agreement, and forms part of the wider Transaction; and
 - 5.1.2 should a dispute arise in relation to the Transaction, each party will not sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party any action, suit or other proceeding under this agreement in this jurisdiction or any other until it has first exhausted its legal rights and dispute resolution process under the Main Agreement.
- 5.2 Subject to clause 5.1.2, in proceedings for breach of this agreement either party may:
- 5.2.1 rely on any limit of liability or other term of the Main Agreement; and
 - 5.2.2 raise equivalent rights of defence as it would have under the Main Agreement, had that party been a party to the Main Agreement.

6. VARIATION AND WAIVER

- 6.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 6.2 A waiver of any right or remedy is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 6.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT

This agreement (together with the documents referred to in it (including the Main Agreement) constitute the entire agreement between the parties in relation to the Transaction and supersede and extinguish all previous and contemporaneous agreements,

promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

8. SEVERANCE

- 8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 8.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

- 9.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 9.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as transmission of an executed "wet ink" counterpart of this agreement.

10. THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11. NOTICES

- 11.1 A notice given to a party under or in connection with this agreement:
- 11.1.1 shall be in writing and in English;
 - 11.1.2 shall be signed by or on behalf of the party giving it;
 - 11.1.3 shall be sent to the party for the attention of the contact and at the address or email address listed in clause 11.2, or such other address or email address as that party may notify in accordance with clause 11.3;
 - 11.1.4 shall be sent by a method listed in clause 11.4; and
 - 11.1.5 unless proved otherwise is deemed received as set out in clause 11.4 if prepared and sent in accordance with this clause.
- 11.2 The addresses and email addresses for services of notices are:
- 11.2.1 Seller:
 - (a) Address: 178-180 Hotwell Road, Bristol, BS8 4RP
 - (b) For the attention of: Aidan Crawley

(c) Email address: aidan@amber-tx.com

11.2.2 Buyer:

(a) Address: 178-180 Hotwell Road, Bristol, BS8 4RP

(b) For the attention of: Paul Hart

(c) Email address: paul.hart@amber-tx.com

11.3 A party may change its details given in clause 11.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

11.3.1 the date (if any) specified in the notice as the effective date for the change; or

11.3.2 the date five Business Days after deemed receipt of the notice.

11.4 This clause 11.4 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

11.4.1 if delivered by hand, at the time the notice is left at the address;

11.4.2 if sent by pre-paid first class post or other next working day delivery service providing proof of postage at 9.00am on the second Business Day after posting;

11.4.3 if sent by pre-paid airmail providing proof of postage at 9.00am on the fifth Business Day after posting; or

11.4.4 if sent by email at the time of transmission.

11.5 If deemed receipt under clause 11.4 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 11.5, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. GOVERNING LAW

This agreement 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.

13. JURISDICTION

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

This agreement has been entered into as a deed on the date stated at the beginning of it.

SCHEDULE I - OWNED BUSINESS INTELLECTUAL PROPERTY RIGHTS**PART I - PATENTS**

Title	Patent Number	General Status	Application Number	Jurisdiction Code
ARRAY STIMULATOR	2173435	Granted	08750650.7	CH
ARRAY STIMULATOR	602008040526.5	Granted	08750650.7	DE
ARRAY STIMULATOR	2554159	Granted	08750650.7	ES
ARRAY STIMULATOR	2173435	Granted	08750650.7	FR
ARRAY STIMULATOR	2173435	Granted	08750650.7	GB
ARRAY STIMULATOR	2173435	Granted	08750650.7	IE
ARRAY STIMULATOR	502016000000887	Granted	08750650.7	IT
ARRAY STIMULATOR	2173435	Granted	08750650.7	NL
ELECTROTHERAPY APPARATUS	2414410	Granted	0510583.8	GB
ARRAY STIMULATOR	2449546	Granted	0809202.5	GB
ARRAY STIMULATOR	8612018	Granted	12/601036	US
ARRAY STIMULATOR	5358563	Granted	2010-508898	JP
ARRAY STIMULATOR	ZL200880021717.7	Granted	200880021717.7	CN
ARRAY STIMULATOR	321084	Granted	3958/KOLNP/2009	IN
ARRAY STIMULATOR	2173435	Granted	08750650.7	EP
ELECTROTHERAPY APPARATUS	8428735	Granted	13/197452	US
PRECISION DELIVERY OF ELECTRICAL THERAPY	2504196	Granted	1309401.6	GB
ELECTRICAL STIMULATION OF THE CAROTID BODY	2854933	Granted	13728237.2	EP
ELECTRICAL STIMULATION OF THE CAROTID BODY	9597520	Granted	14/403841	US
ELECTRICAL STIMULATION OF THE CAROTID BODY	2854933	Lapsed	13728237.2	BE
ELECTRICAL STIMULATION OF THE CAROTID BODY	2854933	Lapsed	13728237.2	FR
ELECTRICAL STIMULATION OF THE	602013052918.3	Granted	13728237.2	DE

CAROTID BODY				
ELECTRICAL STIMULATION OF THE CAROTID BODY	2854933	Lapsed	13728237.2	IE
ELECTRICAL STIMULATION OF THE CAROTID BODY	2854933	Lapsed	13728237.2	CH
ELECTRICAL STIMULATION OF THE CAROTID BODY	2854933	Granted	13728237.2	GB

PART 2 – DOMAIN NAMES

Domains	Manager	Status
Acticare.net	Bioinduction Limited	Dormant
Acticare.org	Bioinduction Limited	Dormant
Acticare.info	Bioinduction Limited	Dormant
Acticare.us	Bioinduction Limited	Dormant
Acticare.eu	Bioinduction Limited	Dormant
Bioinduction.org	Bioinduction Limited	Dormant
Bioinduction.net	Bioinduction Limited	Dormant
Nextmedical.net	Bioinduction Limited	Dormant
Nextmedical.co.uk	Bioinduction Limited	Dormant
Nextmedical.com	Bioinduction Limited	Dormant
Electrodrug.co.uk	Bioinduction Limited	Dormant
bioinduction.biz	Cloudflare	Active
bioinduction.com	Cloudflare	Active
bioinduction.co.uk	Cloudflare	Active
bioinduction.info	Cloudflare	Active
bioinduction.uk	Cloudflare	Active
bioinduction.us	Cloudflare	Active
dyneumo.com	Cloudflare	Active

dyneumo.co.uk	Cloudflare	Active
finetech-medical.com	Cloudflare	Active
finetech-medical.co.uk	Cloudflare	Active
ftimplants.com	Cloudflare	Active
picostim.com	Cloudflare	Active
picostim.co.uk	Cloudflare	Active
picostim.info	Cloudflare	Active
picostim.net	Cloudflare	Active
picostim.uk	Cloudflare	Active
picostim.us	Cloudflare	Active

PART 3 - TRADE MARKS

REGISTERED TRADE MARKS

Country or territory	Mark	Trade Mark No.	Effective date	Classes	Specification of goods or services
UK	Picostim	UK00003591454	06/02/2021	10	Brain pacemakers; Electrical nerve stimulators; Cardiac stimulators; Apparatus for nerve stimulation; Electronic nerve stimulators for medical use; Electro-stimulation apparatus for use in therapeutic treatment; Apparatus for analysing brain wave frequencies

EXECUTED as a deed by
BIOINDUCTION LIMITED
acting by a director, in the presence of:

<i>Signature</i>	
<div>DocuSigned by: <i>tim denison</i> EC3B712DE8A34C6...</div>	Director
<i>Print name</i> tim denison	

Witness signature

DocuSigned by:
Mo Benjaber
F9DF5BCC55214E5...

Name (in BLOCK CAPITALS)

Mo Benjaber

Address

9 Crown Road, Wheatley

OX33 1UH

EXECUTED as a deed by
FINETECH MEDICAL LIMITED
acting by a director, in the presence of:

<i>Signature</i>	
<div>DocuSigned by: <i>Aidan Crawley</i> 9287E4EEFB5445F...</div>	Director
<i>Print name</i> Aidan Crawley	

Witness signature

DocuSigned by:
Paul Hart
60C9BD81227346F

Name (in BLOCK CAPITALS)

Paul Hart

Address

CFO

Step Up Cottage, Enborne, Newbury, Berkshire RG200HA

