

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM322378

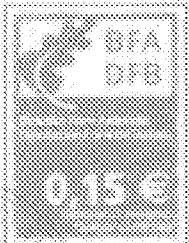
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fernando Garteiz		05/30/2013	INDIVIDUAL: SPAIN
Pedro Acha		05/30/2013	INDIVIDUAL: SPAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRODOL Meditec S.A.		
<b>Street Address:</b>	c/Alameda de Rekalde 34-3 Dcha		
<b>City:</b>	Vizcaya		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	E-48009		
<b>Entity Type:</b>	sociedad anonima: SPAIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3161527	AIR TRAQ	
<b>Registration Number:</b>	3181694	PRODOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7408923860		
<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>			
<b>Phone:</b>	7408922118		
<b>Email:</b>	JeffMFurr@FurrLawFirm.com		
<b>Correspondent Name:</b>	Jeffrey M. Furr		
<b>Address Line 1:</b>	2622 Debolt Road		
<b>Address Line 4:</b>	Utica, OHIO 43080		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Furr		
<b>SIGNATURE:</b>	/jmf/		
<b>DATE SIGNED:</b>	11/06/2014		
<b>Total Attachments: 76</b>			
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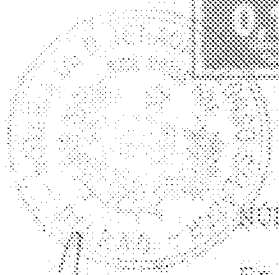
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Comunidad Autónoma del País Vasco



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IGNACIO ALONSO SALAZAR  
NOTARIO  
ALCALDIA DE BILBAO  
C/ ALFONSO XIII, 10 - 48002 BILBAO

NÚMERO OCHOCIENTOS VEINTIUNO.

En Bilbao, a treinta de mayo de dos mil trece. --

Ante mí, IGNACIO ALONSO SALAZAR, Notario de esta Villa y del Ilustre Colegio del País Vasco, -----

COMPARECEN: -----

DON PEBRO ACHA GANDARIAS, casado, vecino de Borjox (Sevilla), con domicilio en la calle María de las Mercedes de Borbón y Orleans nº9, con DNI/NIF 29.497.636-V. -----

DON ALFONSO BASAGOITI ZAVALA, casado, con domicilio estos efectos en Bilbao, calle Alameda de Recalde nº34, 3º derecha, con DNI/NIF 2.484.704-L. --

DON FERNANDO GARTEIZ GANDARIAS, casado, con domicilio a estos efectos en Getxo (Vizcaya), calle Muelle Tomás Olábarri nº3, 5º, con DNI/NIF 14.870.109-BL. -----

DON ALFONSO BEREINGUA GANDARIAS, casado, con domicilio a estos efectos en Bilbao, calle Alameda de Recalde nº34, 3º derecha, con DNI/NIF 16.026.587 A. --

Mayores de edad y de nacionalidad española. -----

Les identifico mediante sus respectivos Documentos Nacionales de Identidad de igual numeración a los reseñados. -----

INTERVIENEN: -----

El Sr. Acha Gandarias en su propio nombre y

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REEL: 005297 FRAME: 0661

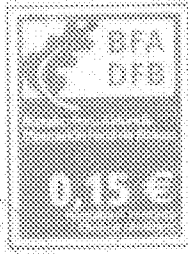
derecho, haciéndolo además en nombre y representación, como ADMINISTRADOR ÚNICO, de la mercantil "PAGE 65, S.L.", de nacionalidad española, domiciliada en Getxo (Bizkaia), calle Amara nº9, 4º izquierda, con CIF B-98129177, constituida por tiempo indefinido en escritura autorizada el día 14 de diciembre del 2000 por el notario de Bilbao, don Vicente María del Arenal Otero, con el número 2.317 de su Protocolo, inscrita en el Registro Mercantil de Vizcaya al tomo 3993, Folio 16, sección 8, Hoja B1-29880, inscripción 1ª. Nominado en su cargo en la propia escritura fundacional reseñada.

Yo el Notario hago constar expresamente que he cumplido con la obligación de identificación del titular real que impone la Ley 10/2010, de 28 de abril, cuyo resultado consta en acta por mí autorizada el día 30 de mayo del 2012, con el número

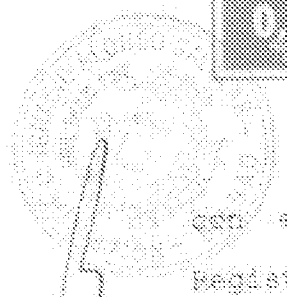
de mi protocolo, manifestando el representante de la citada mercantil no haberse modificado el contenido de la misma.

B) El Sr. Sasagoliti Zavala en nombre y representación, como SECRETARIO DEL CONSEJO DE ADMINISTRACION, de la mercantil "PRODOL MEBITEC, S.A.", de nacionalidad española, domiciliada en Bilbao (Vizcaya), calle Alameda de Becalde número 34-3º derecha, con C.I.F. A-93243473, constituida bajo la denominación "PRONONESA, S.L." en escritura autorizada el día 17 de enero del 2003 por el notario de Bilbao, don José María Fernández Hernández,

Notario  
2010 8723



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con el número 382 de Protocolo, inscrita en el Registro Mercantil de Vizcaya, tomo 3257, folio 83, hoja BI-35986, inscripción 1ª.

Nombrado en su cargo por los acuerdos del Consejo de Administración de la citada sociedad, de fecha 24 de enero del 2011, elevados a público en escritura por mí autorizada el día 25 de enero del 2011, con el número 134 de mi protocolo, inscrito en el Registro Mercantil de Vizcaya, tomo 3272, folio 221, sección 6, hoja BI-35986, inscripción 6ª. Facultado especialmente para la presente por los acuerdos de la Junta General Universal y del Consejo de Administración, certificación de los mismos se entrega y dejo unido a la presente, la firma de quienes la suscriben legítimamente.

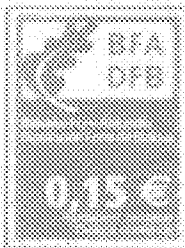
Yo el Notario hago constar expresamente que he cumplido con la obligación de identificación del titular real que impone la Ley 18/2010, de 28 de abril, cuyo resultado consta en acta por mí autorizada el día 25 de enero del 2010, con el número 133 de mi protocolo, manifestando el representante de la citada mercantil no haberse modificado el contenido de la misma.

C) El Sr. Gartzetz Gandarias en su propio nombre y derecho, haciéndolo además:

- En nombre y representación, como Administrador Único, de la mercantil "S.C.B., S.A.", de nacionalidad española, con domicilio en Las Arenas-Getxo (Bizkaia), calle Muelle Tomás Olabarrí 5, y C.I.F. A-76362944, constituida en escritura autorizada por el Notario de Bilbao, don José Jesús del Arrenal Martínez de Bedoya el 24 de octubre de 1986, con el número 4.484 de protocolo. La adaptación de Estatutos figura inscrita en el Registro Mercantil de Vizcaya, tomo 1967, folio 7, sección 9, hoja BI-378, inscripción 4ª. Su reelección como administrador único causó la inscripción 9ª de la sociedad.-----

Yo el notario, hago constar expresamente que he cumplido la obligación de identificar al titular real que impone la Ley 10/2010 de 28 de Abril, cuyo resultado consta por acta por mí autorizada el día 2 de marzo del 2011, con el número 413 de mi Protocolo; manifestado el representante de la citada mercantil no haberse modificado el contenido de la misma.-----

- En nombre y representación, como persona física designada por PRODOL MEDITEC, S.A., para el ejercicio del cargo de Administrador Único de "AIRFRAG, S.A.", con C.I.F. A-95265328, domiciliada en Bilbao, calle Alameda de Recalde nº34, 3ª derecha, constituida bajo la denominación "PRODOL 1 2003, S.A." en escritura autorizada el día 26 de mayo del 2003 por el notario de Bilbao, don José María Fernández Hernández, con el número 818 de



Por Protocolo, modificada su denominación a la actual en escritura autorizada el día 27 de abril del 2005 por el nombrado notario de Bilbao, Sr. Fernández, con el número 696 de Protocolo, inscrita esta última en el Registro Mercantil de Vizcaya, tomo 4308, libro 0, folio 17, hoja BI-37923, Inscripción 4ª.-----

"PROPOL MEDITEC, S.A." está domiciliada en Bilbao (Vizcaya), calle Alameda de Recalde número 34-3º derecha, con C.I.F. A-95243473, constituida bajo la denominación "PROMONESA, S.L." en escritura autorizada el día 17 de enero del 2008 por el notario de Bilbao, don José María Fernández Hernández, con el número 582 de Protocolo, inscrita en el Registro Mercantil de Vizcaya, tomo 4257, folio 33, hoja BI-35988, inscripción 7ª.-----

Nombrado en su cargo por los acuerdos de la Junta General Extraordinaria Universal de fecha 24 de enero del 2011, elevados a público en escritura por mí autorizada el día 2 de febrero del 2011, con el número 291 de mi Protocolo, que causó la inscripción de la sociedad.-----

Yo, el Notario hago constar expresamente que he cumplido con la obligación de identificación del titular real que impone la Ley 10/2010, de 28 de abril, cuyo resultado consta en acta por mí



autorizada el día 2 de febrero del 2011 con el número 200 de mi protocolo, manifestando el representante de la ciudad mercantil no haberse modificado el contenido de la misma.

D) El Sr. Barsinca Candarias en su propio nombre y derecho.

Aseguran los comparecientes que su nombramiento y facultades continúan vigentes y que no ha variado la capacidad de obrar de su representada, ni su objeto social ni sus datos identificativos.

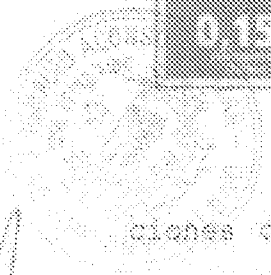
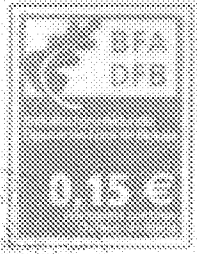
Lo reseñado resulta de copias autorizadas que se han sido exhibidas y considero a mi juicio suficientes las facultades representativas acreditadas para el otorgamiento del presente instrumento público, tal y como se califica.

Conforme intervienen, les juzgo con capacidad y legitimación suficientes para el otorgamiento de esta escritura de ELEVACIÓN A PÚBLICO DE COMPRA VENTA DE ACCIONES, PATENTES, SOLICITUDES DE PATENTES, MARCAS, DOMINIOS DE INTERNET Y OTRAS CUESTIONES, a cuyo efecto:

**DISPONEN:**

**PRIMERO.**~ Los comparecientes, según intervienen, elevan a público el documento que me entregan y dejo unido a la presente, extendido en sesenta folios de papel común, la firma de quienes lo escriben, tanto en el cuerpo principal como en los anexos, legítimo, mediante el cual, entre otras cosas:

- DON PEDRO ACHA CANDARIAS transmite 49.005 ac-



ciones de la mercantil "PROOOL MEDITEC, S.A." núme-  
ros 27.071 al 78.073 ambas inclusive. -----

- La mercantil "PAGE 65, S.L." transmite una se-  
rie de patentes, solicitudes de patentes, marcas y  
dominios de internet. -----

- Se transacciona acerca de un arbitraje y otros  
asuntos, en los términos que de resulta de lo incor-  
porede. -----

**SEGUNDO.-** Todos los gastos notariales, fiscales  
(impuestos indirectos) y registrales que se originen  
por el presente otorgamiento serán de cuenta y cargo  
de "PROOOL MEDITEC, S.A". -----

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Informo al/los compareciente/s de la incorpora-  
cion de sus datos a los ficheros informáticos de  
este Notaría, datos a los que se aplicará la confi-  
dencialidad legalmente exigible, todo lo cual excep-  
ta/n. -----

Hago a los comparecientes las reservas y adver-  
tencias legales, en particular del contenido de los  
artículos correspondientes de la Ley de Sociedades  
de Capital, y a efectos fiscales, advierto de las  
obligaciones y responsabilidades tributarias que  
incumben a las partes en su aspecto material, formal  
y sancionador, y de las consecuencias de toda índole

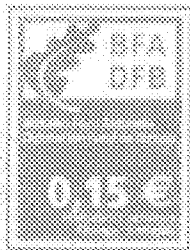
que se derivarían de la inexactitud de sus declaraciones.-----

Lee esta escritura e los comparecientes, que renuncian a laería por sí mismos, derecho que les advierto tienen, cuyo consentimiento ha sido libremente prestado y se adecua a la legalidad y a la voluntad debidamente informada de los otorgantes, y la otorgan y firman conmigo, el Notario, que de su contenido extendido en cuatro folios del Timbre Foral, de la serie N, letra B, números 8363203, 8363204, 8363205, 8363206.-----

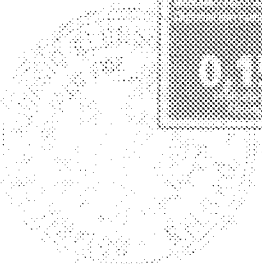
APLICACION DEL ARANCEL. DISPOSICION ADICIONAL 3ª. LEY 9/1989 Y REAL DECRETO 195/1989.-----  
BASE DE CÁLCULO: Valor Declarado.-----  
ARANCEL APLICADO: números 2, 4 y 7 y Norma 4ª.-----  
DERECHOS SIN IVA: 1.689'26 EUROS.-----

DOY FE.-- Están las firmas de los comparecientes.  
Signado, firmado y fabricado: IGNACIO ALONSO SALAZAR. Sello de la notaría.-----

DOCUMENTOS      UNIDOS



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### ACUERDO TRANSACCIONAL

En Bilbao, a 30 de Mayo de 2013.

#### I

#### PARTES

De una parte,

**PAGE 65, S.L.**, sociedad constituida de acuerdo a la legislación española, con domicilio social en Calle Amann, número 9 - Getxo - 48992 - Vizcaya, con C.I.F. 895129177, representada por D. Pedro Acha Gandarias, con D.N.I. número 16040249A, en calidad de Administrador Único de la citada sociedad, en virtud de escritura de constitución otorgada ante el Notario de Bilbao, D. Vicente María del Arrenal Otero, el 14 de Diciembre de 2.000, con el número 2.317 de su protocolo (en adelante, "**PAGE**").

De otra parte,

**D. PEDRO ACHA GANDARIAS** con domicilio a efectos de notificaciones en Calle Doña María de las Mercedes de Borbón y Orleans Número 9 - Bormujos - 41030 - Sevilla, con D.N.I. número 16040249A, casado con Dña. Raquel María Ortiz Pacheco (con número de D.N.I. 28497638V) en régimen de separación de bienes; actuando en su propio nombre y representación (en adelante, el "**Sr. ACHA**").

De otra parte,

**S.C.B., S.A.**, sociedad constituida de acuerdo a la legislación española, con domicilio social en Las Arenas-Getxo, calle Muelle Tomás Clabarni, 5 - 3º dcha., con C.I.F. A78362944, representada por D. Fernando Garteiz Gandarias, con D.N.I. número 148701098, en calidad de Administrador Único de la citada sociedad, en virtud de elevación a público de acuerdo de Junta General del 20 de Abril de 2012 legitimado por el Notario de Bilbao, D. Francisco Regalado

Marichalar, el 10 de Mayo de 2012, con el número de legitimación 586 (en adelante, "S.C.B.").

De otra parte,

**PRODOL MEDITEC, S.A.**, sociedad constituida de acuerdo a la legislación española, con domicilio social en Bilbao, calle Alameda de Recalde, 34-3º dcha., con C.I.F. A95243473, representada por D. Alfonso Basagoiti Zavala, con D.N.I. número 02484704Z, en calidad de Secretario y Consejero de la citada sociedad, en virtud de acuerdo del Consejo de Administración de fecha 30 de Mayo de 2013 cuya certificación me exhibe - (en adelante, "PRODOL").

De otra parte,

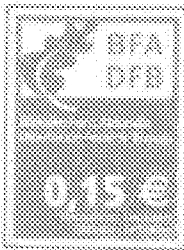
**D. FERNANDO GARTEIZ GANDARIAS** con domicilio a efectos de notificaciones en Las Arenas-Getxo, Muelle Tomás Oibarri, 5-3º dcha., con D.N.I. número 14.870.109 B, actuando en su propio nombre y representación (en adelante, el "Sr. GARTEIZ").

De otra parte,

**AIRTRAQ, S.A.**, sociedad constituida de acuerdo a la legislación española, con domicilio social en Bilbao, calle Alameda de Recalde, 34-3º dcha., con C.I.F. A95265128, representada por D. Fernando Garteiz Gandarias, con D.N.I. número 148701098, en calidad de persona física designada por PRODOL MEDITEC, S.A. para el ejercicio del cargo de Administrador Único de la citada sociedad, en virtud de escritura de nombramiento de Administrador Único otorgada ante el Notario de Bilbao, D. Ignacio Alonso Salazar, el 2 de febrero de 2011, con el número 201 de su protocolo (en adelante, "AIRTRAQ").

De otra parte,

**D. ALFONSO BEREINCUA GANDARIAS**, con domicilio a efectos de notificaciones en Alameda Recalde, 34-3º dcha - Bilbao, con D.N.I. número 16.026.587A, actuando en su propio nombre y representación.



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En adelante, **PAGE**, el Sr. **ACHA, S.C.B.**, **PRODOL**, el Sr. **GARTEIZ**, **AIRTRAQ** y **D. ALFONSO BEREINCUA GANDARIAS** serán referidos conjuntamente como las "Partes" y cualquiera de ellos, separadamente, como una "Parte".

## II

### EXPONEN

- I. Que las Partes son titulares de los bienes que a continuación se relacionan:
  - I. Las sociedades **PAGE** y **S.C.B.**, son copropietarias de las patentes que se relacionan en el Anexo I.
  - II. **PAGE** es titular de las solicitudes de las patentes que se describen en el Anexo II.
  - III. El Sr. **ACHA** y el Sr. **GARTEIZ** son copropietarios de las marcas que se relacionan en el Anexo III.
  - IV. El Sr. **ACHA** es titular de los nombres de dominio **www.airtraq.com** y **www.prodolmed.com**.
  - V. El Sr. **ACHA** es titular de 49.005 acciones de la mercantil **PRODOL** según se relaciona en el Anexo IV correspondiente a la hoja del Libro de Accionistas.
- II. Que con fecha 30 de marzo de 2004 se suscribió entre las mercantiles **PAGE** y **S.C.B.** con **AIRTRAQ** un contrato de licencia de uso en España de patente referida a un laringoscopio, una jeringuilla y un catéter y de utilización en España de marcas.
- III. Que con fecha 20 de abril de 2005 se suscribió entre las mercantiles **PAGE** y **S.C.B.** con **PRODOL** un contrato de licencia de uso en todos los países excepto en España de patente referida a un laringoscopio, una jeringuilla y un catéter y utilización de marcas. Dicho contrato fue modificado el 1 de julio de 2008.

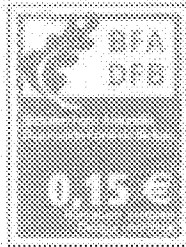
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REEL: 005397 FRAME: 0671

- IV. Que con fecha 20 de diciembre de 2005 se suscribió entre las mercantiles **PAGE** y **PRODOL** un contrato de arrendamiento de servicios en virtud del cual **PAGE** llevaría a cabo los trabajos de desarrollo técnico y pruebas clínicas de productos médicos.
- V. Que actualmente se está tramitando ante el Tribunal Superior de Justicia de la Comunidad Autónoma de Madrid el procedimiento de Nulidad del Laudo Arbitral nº 22/2012, interpuesto por **PAGE** contra el Laudo Arbitral de fecha 9 de enero de 2012 dictado por el Árbitro Único **DON ALFONSO BEREINCUA GANDARIAS**, en el seno del procedimiento arbitral instado por **PRODOL** contra **PAGE** y **S.C.B.** ante la Corte Mercantil y Civil de Arbitraje (CIMA) sita en Madrid. Copia de dicho Laudo figura adjunta al presente Acuerdo como **ANEXO V**.
- VI. Que ante el Juzgado de Primera Instancia nº 6 de Getxo (Vizcaya) se tramita procedimiento ordinario 119/2012 seguido a instancias de **DON ALFONSO BEREINCUA GANDARIAS** (Árbitro en el procedimiento descrito en el párrafo anterior) en reclamación de Honorarios del Árbitro Único por el referido procedimiento de arbitraje (Exponendo V anterior) contra la mercantil **PAGE**.
- VII. Que, existiendo discrepancias entre las Partes relativas, tanto a la eficacia y validez del Laudo y su cumplimiento, como a las relaciones económicas anteriormente citadas y al pago de los honorarios del Árbitro Único, es voluntad de todas ellas establecer, con arreglo al artículo 1.809 del Código Civil, una solución transaccional de carácter extrajudicial que ponga fin completa y definitivamente a todas y cada una de las divergencias surgidas entre ellas, así como poner fin a cualquier relación económica, legal y/o contractual que a día de la fecha del presente Acuerdo pueda existir entre **PAGE** y/o el Sr. **ACHA** con el resto de las Partes comparecientes.
- VIII. En atención a lo anterior, y con el fin de fijar y definir los términos de los acuerdos alcanzados, las Partes, reconociéndose capacidad legal suficiente para contratar y obligarse, acuerdan suscribir el presente Acuerdo Transaccional (el "**Acuerdo**"), que se registrará por los siguientes

### III

### CLÁUSULAS



**1. OBJETO DEL PRESENTE ACUERDO.**

**1.1** Constituya el objeto del presente Acuerdo poner fin y otorgar una solución completa y definitiva a las relaciones existentes entre las Partes y a cualquier pretensión, reclamación o acción judicial, en arbitraje, extrajudicial o de cualquier otra índole que pudiera corresponder a las Partes entre sí, o entre ellas y los socios y/o directivos de las mismas (presentes y pasados), por cualquier concepto, ya sea en el ámbito civil, administrativo o cualquier otro, y que directa o indirectamente, tenga relación con:

- 1.1.1 La copropiedad de **PAGE** y **S.C.B.** sobre las patentes que se relacionan en el Anexo I; y/o con
- 1.1.2 Los derechos derivados de la solicitud de la patente que se describe en el Anexo II; y/o con
- 1.1.3 La copropiedad del **Sr. ACHA** y el **Sr. GARTEIZ** sobre las marcas que se relacionan en el Anexo III; y/o con
- 1.1.4 Los nombres de dominio **www.eitraq.com** y **www.prodplmed.com** titularidad del **Sr. ACHA**; y/o con
- 1.1.5 Las 49.005 acciones de la mercantil **PRODDOL** que son propiedad del **Sr. ACHA** según se relaciona en el Anexo IV correspondiente a la hoja del Libro de Accionistas; y/o con
- 1.1.6 El contrato referido en el Exponendo II anterior; y/o con
- 1.1.7 El contrato referido en el Exponendo III anterior; y/o con
- 1.1.8 El contrato referido en el Exponendo IV anterior; y/o con
- 1.1.9 El Laudo Arbitral referido en el Exponendo V anterior incluyendo su validez y cumplimiento; y/o con
- 1.1.10 El procedimiento de anulación referido en el Exponendo V anterior; y/o con
- 1.1.11 Los honorarios (incluido su pago) del Arbitro Único **DON ALFONSO BEREINCUA GANDARIAS** y el procedimiento referido en el Exponendo VI anterior;
- 1.1.12 Cualesquiera relaciones económicas, legales y/o contractuales que a día de la fecha del presente Acuerdo queden existir entre **PAGE** y/o el **Sr. ACHA** con el resto de las Partes comparecientes.

A título meramente ejemplificativo, se incluyen en tales relaciones económicas, legales y/o contractuales los contratos de arrendamiento de servicios o de colaboración, las comunidades de bienes y los acuerdos que los



comuneros hayan podido adoptar, los contratos de licencia de uso de patentes y marcas junto con sus anexos y modificaciones que pudieran existir.

1.2 Esta solución comprende esencialmente los siguientes negocios jurídicos, todos ellos sujetos a los términos y condiciones recogidos en este Acuerdo:

1.2.1 La adquisición por **PRODOL** del porcentaje titularidad de **PAGE** (el 90%) de las patentes que se relacionan en el Anexo I.

1.2.2 La adquisición por **PRODOL** de los derechos derivados de las solicitudes de las patentes propiedad de **PAGE** que se describe en el Anexo II.

1.2.3 La adquisición por **PRODOL** del porcentaje titularidad del **Sr. ACHA** (el 50%) de las marcas que se relacionan en el Anexo III.

1.2.4 La adquisición por **PRODOL** de los nombres de dominio [www.birtrag.com](http://www.birtrag.com) y [www.prodolmed.com](http://www.prodolmed.com) propiedad del **Sr. ACHA**.

1.2.5 La adquisición por **PRODOL** de las 45.005 acciones propiedad del **Sr. ACHA** en **PRODOL**.

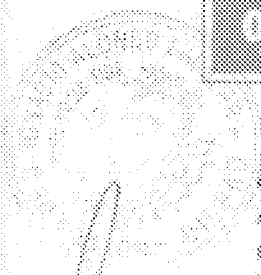
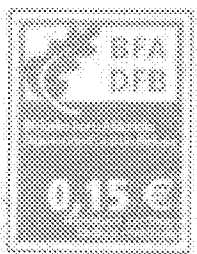
1.2.6 El pago de los honorarios del Árbitro Único **DON ALFONSO BEREINCUA GANDARIAS** y los gastos procesales (costas, intereses y cualquier otro) del procedimiento ordinario 11972012.

## 2. TRANSMISIONES Y PAGOS.

2.1 Mediante la firma del presente Acuerdo, **PAGE** cede, vende y transfiere a **PRODOL**, que acepta, compra y adquiere, el porcentaje titularidad de **PAGE** (el 90%) de las patentes que se relacionan en el Anexo I.

Dado que las patentes que se relacionan en el Anexo I se encuentran bajo régimen de cotitularidad, mediante la firma del presente Acuerdo, **S.C.B.** consiente de manera expresa la citada compraventa.

El precio a pagar por **PRODOL** a **PAGE** por el porcentaje titularidad



de **PAGE** (esto es, el 90%) de las patentes que se relacionan en el Anexo I asciende a CUARENTA Y CUATRO MIL EUROS (44.000 €) más el I.V.A. correspondiente (NUEVE MIL DOSCIENTOS CUARENTA EUROS -9.240 €-), que totaliza la cantidad de CINCUENTA Y TRES MIL DOSCIENTOS CUARENTA euros (53.240€) pagaderos mediante cheque bancario nominativo a favor de **PAGE 6S, S.L.** (esto es, **PAGE**) por dicho importe que **PRODOL** entrega a **PAGE** en este acto.

2.2. Mediante la firma del presente Acuerdo, **PAGE** cede, vende y transfiere a **PRODOL**, que acepta, compra y adquiere, los derechos derivados de las solicitudes de las patentes que se describen en el Anexo II.

El precio a pagar por **PRODOL** a **PAGE** por dichos derechos asciende a SEIS MIL EUROS (6.000 €) más el I.V.A. correspondiente (MIL DOSCIENTOS SESENTA EUROS -1.260 €-) que totaliza la cantidad de SIETE MIL DOSCIENTOS SESENTA EUROS (7.260€), pagaderos mediante cheque bancario nominativo a favor de **PAGE 6S, S.L.** (esto es, el **PAGE**) por dicho importe que **PRODOL** entrega a **PAGE** en este acto.

2.3. Mediante la firma del presente Acuerdo, el Sr. **ACHA** cede, vende y transfiere a **PRODOL**, que acepta, compra y adquiere, el porcentaje titularidad del Sr. **ACHA** (el 50%) de las marcas que se relacionan en el Anexo III.

Dado que las marcas que se relacionan en el Anexo III se encuentran bajo régimen de cotitularidad, mediante la firma del presente Acuerdo, el Sr. **GARTEIZ** consiente de manera expresa la citada compraventa.

El precio a pagar por **PRODOL** al Sr. **ACHA** por el porcentaje titularidad del Sr. **ACHA** (el 50%) de las marcas que se relacionan en el Anexo III asciende a SEISCIENTOS EUROS (600 €), pagaderos mediante cheque bancario nominativo a favor de **D. PEDRO ACHA GANDARIAS** (esto es, al Sr. **ACHA**) por dicho importe que **PRODOL** entregó al Sr. **ACHA** en este acto.

2.4 **PRODOL**, dadas las relaciones que ha mantenido y mantiene con **PAGE**, el Sr. **ACHA, S.C.B.** y el Sr. **GARTEIZ**, mediante la firma del presente Acuerdo reconoce que conoce el estado actual en el que se encuentran las patentes y marcas objeto de este Acuerdo y renuncia expresamente y en los más amplios términos admitidos en derecho, a cualquier acción de reclamación, de cualquier naturaleza, que directa o indirectamente pudiera derivarse frente a **PAGE** y/o el Sr. **ACHA**, de la transmisión de las citadas patentes y marcas.

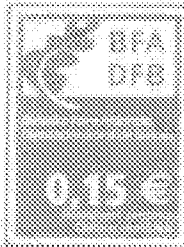
2.5 Mediante la firma del presente Acuerdo, el Sr. **ACHA** cede, vende y transfiere a **PRODOL**, que acepta, compra y adquiere, los nombres de dominio **www.airtraq.com** y **www.prodolmed.com**.

El precio a pagar por **PRODOL** al Sr. **ACHA** por los nombres de dominio **www.airtraq.com** y **www.prodolmed.com** asciende a **TRESCIENTOS EUROS (300 €)**, pagaderos mediante cheque bancario nominativo a favor de **D. PEDRO ACHA GANDARIAS** (esto es, el Sr. **ACHA**) por dicho importe que **PRODOL** entrega al Sr. **ACHA** en este acto.

2.6 Mediante la firma del presente Acuerdo, el Sr. **ACHA** cede, vende y transfiere a **PRODOL**, que acepta, compra y adquiere, las **49.005** acciones de la sociedad **PRODOL** que son propiedad del Sr. **ACHA**.

**PRODOL**, dado que conoce su propio estado y patrimonio, renuncia expresamente y en los más amplios términos admitidos en derecho, a cualquier acción de reclamación, de cualquier naturaleza, que directa o indirectamente pudiera derivarse frente al Sr. **ACHA** de la transmisión de las acciones y de la existencia de cualquier pasivo contingencia o vicio en **PRODOL**, en sus activos o en el negocio operado por **PRODOL**, y, en particular, en relación con lo dispuesto en los artículos 1.484 a 1.499 del Código civil (saneamiento por vicios ocultos).

El precio a pagar por **PRODOL** al Sr. **ACHA** por las acciones de la sociedad **PRODOL** que son propiedad del Sr. **ACHA** asciende a **OCHOCIENTOS SETENTA Y CINCO MIL QUINIENTOS QUINCE € (875.515 €)** pagaderos mediante cheque bancario nominativo a favor de **D. PEDRO ACHA GANDARIAS** (esto es, el Sr. **ACHA**) por dicho importe que **PRODOL** entrega al Sr. **ACHA** en este acto.



Se adjunta, como **Anexo VI** de este Acuerdo, la certificación del acuerdo de la Junta General de **PRODOL** que aprueba la adquisición de dichas acciones.

2.7 Mediante la firma del presente Acuerdo, **PRODOL** se compromete a satisfacer a **DON ALFONSO BEREINCUA GANDARIAS** las cantidades correspondientes a honorarios del procedimiento arbitral reclamados en el procedimiento referido en el Exponendo VI anterior (esto es, 15.295,5 €) y gastos correspondientes (esto es, 8.289,95 €), en total (23.585,95 €), pagaderos mediante cheque bancario nominativo a favor de **DON ALFONSO BEREINCUA GANDARIAS** por dicho importe (23.585,95 €) que **PRODOL** entrega a **DON ALFONSO BEREINCUA GANDARIAS** en este acto.

2.8 En conjunto, la suma total pagada por **PRODOL** asciende a **NOVECIENTOS SESENTA MIL QUINIENTOS EUROS CON CINCO CÉNTIMOS (960.500,05 €)**.

2.9 Se incorporan como **Anexo VII** del presente Acuerdo las fotocopias de los referidos cheques bancarios nominativos entregados por **PRODOL** al Sr. **ACHA** y a **PAGE**, según corresponde, en el acto de la firma del presente Acuerdo.

### 3. TERMINACIÓN DE LOS PROCEDIMIENTOS EN CURSO Y RENUNCIA A CUALQUIER PRETENSIÓN RELATIVA AL LAUDO.

3.1 Como consecuencia de la firma del presente Acuerdo, las Partes se comprometen asimismo a lo siguiente:

3.1.1 En el caso de **PAGE S.C.B.** y **PRODOL**, a presentar, conjuntamente, en el plazo de 5 días hábiles desde la firma del presente Acuerdo, ante el órgano judicial competente, el escrito que figura adjunto como **Anexo VIII** solicitando la terminación por satisfacción extraprocésal y sin imposición de costas, del procedimiento de anulación de laudo 22/2012 al que se refiere el Exponendo V de este Acuerdo; el escrito se presentará firmado por todas y cada una de las

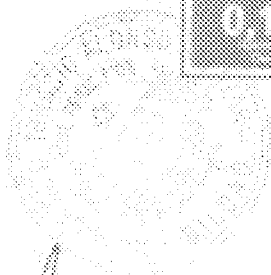
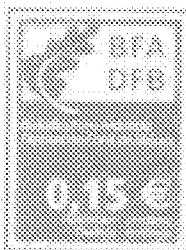
representaciones procesales de **PAGE, S.C.B.** y **PRODOL** con poder suficiente para obligar completamente a sus respectivos representados y por las manifestaciones que se realicen en dicho escrito.

En el caso de **PAGE, S.C.B.** y **PRODOL**, a realizar todas aquellas actuaciones, manifestaciones, comparecencias e intervenciones que sean necesarias para la completa terminación de dicho proceso y archivo definitivo de las actuaciones, sin imposición de costas a ninguna de las partes de dicho proceso.

3.1.2 En el caso de **PAGE, S.C.B.** y **PRODOL**, acuerden dejar sin efecto todos y cada uno de los pronunciamientos del Laudo Arbitral de fecha 9 de enero de 2012 dictado por el Árbitro Único **DON ALFONSO BEREINCUA GANDARIAS** y que era objeto de la acción de anulación a la que se refiere esta Cláusula y el Exponendo V de este Acuerdo; en este sentido, **PAGE, S.C.B.** y **PRODOL** renuncian en la forma más amplia posible en Derecho a todos los efectos y a cualquier pretensión en relación con y/o que en cualquier forma se derive de dicho Laudo que figure adjunto como Anexo V, incluida la renuncia de hacer valer cualquiera de sus pronunciamientos, dando por saldadas y finiquitadas la totalidad de derechos y obligaciones dimanantes del mismo.

3.1.3 En el caso de **DON ALFONSO BEREINCUA GANDARIAS** y **PAGE**, a presentar, conjuntamente, en el plazo de 5 días hábiles desde la firma del presente Acuerdo, ante el órgano judicial competente, el escrito que figura adjunto como **Anexo IX** para la terminación por satisfacción extraprocesal y sin imposición de costas del procedimiento al que se refiere dicho escrito; este escrito se presentará firmado por todas y cada una de las representaciones procesales de **DON ALFONSO BEREINCUA GANDARIAS** y **PAGE** con poder suficiente para obligar completamente a sus respectivos representados y por las manifestaciones que se realicen en el mismo.

En el caso de **DON ALFONSO BEREINCUA GANDARIAS** y



**PAGE**, a realizar todas aquellas actuaciones, manifestaciones, comparecencias e intervenciones que sean necesarias para la completa terminación del procedimiento referido en el Exponendo VI y archivo definitivo de las actuaciones, sin imposición de costas a ninguna de las partes.

**4. TERMINACIÓN DE LA TOTALIDAD DE LAS RELACIONES ECONÓMICAS, LEGALES Y/O CONTRACTUALES EXISTENTES ENTRE PAGE Y/O EL SR. ACHA CON EL RESTO DE LAS PARTES Y RENUNCIA DE ACCIONES.**

**4.1** Las Partes, mediante la firma del presente Acuerdo, dan por terminadas de mutuo acuerdo cualesquiera relaciones económicas, legales y/o contractuales que a día de la fecha del presente Acuerdo puedan existir entre **PAGE** y/o el **Sr. ACHA** con el resto de las Partes comparecientes, subrogándose **PRODOL** en todos los derechos que se pudieran derivar de los contratos de licencia de uso de patentes y utilización de marca descritos en los Exponendos II y III.

Se incluyen en tales relaciones económicas, legales y/o contractuales las referidas en la Cláusula 1.1. de este Acuerdo. No se incluyen las que se derivan del presente Acuerdo.

**5. OTRAS OBLIGACIONES DE LAS PARTES.**

**5.1.** Sin perjuicio de las obligaciones asumidas en otras Cláusulas del presente Acuerdo, las Partes asuman las que se detallan a continuación:

**5.1.1** Las Partes, tanto directamente como mediante las oportunas instrucciones a los Órganos de administración y gestión de las sociedades o entidades sobre las que tengan control, se obligan a realizar de buena fe todas las actuaciones y otorgar todos los documentos que fuesen necesarios o convenientes para la ejecución de los pactos documentados en este Acuerdo, así como a abstenerse de realizar cualquier actuación que pueda impedir, perjudicar o alterar el normal cumplimiento del Acuerdo en los términos pactados. A tal fin, las Partes se obligan a ejercitar sus derechos y facultades en

las sociedades o entidades cuya intervención, directa o indirecta, sea necesaria o conveniente para la ejecución del Acuerdo en la forma precisa para asegurar su cumplimiento.

5.1.2 A partir de la firma del presente Acuerdo, corresponderá a **PRODOL** el pago de todas las tasas, gastos, exacciones y en general cualesquiera pagos que pudieran ser exigidos por la Oficina Española de Patentes y Marcas y, en general, por los organismos públicos y/o privados competentes para inscribir la cesión a su favor de las patentes, las marcas y el nombre de dominio objeto del presente Acuerdo y para mantener los mismos en vigor.

5.1.3 Las Partes realizarán cuantas acciones y otorgarán cuantos documentos públicos o privados fueran necesarios o convenientes, de conformidad con la legislación de cada uno de los países afectados para que la transmisión de las patentes, marcas, nombre de dominio y acciones objeto de este Acuerdo sea plenamente válida, eficaz y oponible frente a cualquier tercero.

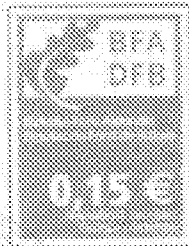
5.1.4 Sin perjuicio de lo anterior, **PAGE**, el Sr. **ACHA** y **PRODOL** acuerdan con carácter simultáneo proceder a la firma de las instancias de solicitud, conforme a los modelos oficiales para la inscripción ante los organismos correspondientes de la cesión de las patentes y marcas operada a través del presente Acuerdo.

La relación de las instancias de solicitud se adjunta al presente Acuerdo como **Anexo X**.

## 6. GASTOS Y TRIBUTOS

6.1 Salvo que otra cosa se indique expresamente en cualquiera de las restantes Cláusulas de este Acuerdo, los gastos y tributos derivados de la negociación, formalización y ejecución del presente Acuerdo serán a cargo de las Partes que se indican a continuación:

6.1.1 Los honorarios y gastos repercutibles en los que incurran



los asesores y auditores y otros profesionales que asesoren a cada Parte en la redacción del presente Acuerdo serán a cargo de la Parte que en cada caso los haya contratado.

8.1.2 Corresponderá a **PRODOL** el pago de los gastos de la eventual elevación a público del presente Acuerdo, así como los derivados de la inscripción de transmisión objeto de este Acuerdo en los organismos públicos y/o privados correspondientes.

8.1.3 Los tributos que se devenguen en mérito de este Acuerdo o de su ejecución serán satisfechos por **PRODOL**.

## 7. SALDO Y FINIQUITO

7.1 Sujeto al cumplimiento de las cláusulas que anteceden de este Acuerdo y, en particular, al cobro íntegro por el Sr. **ACHA, PAGE Y D. ALFONSO BEREINCUA GANDARIAS** de los cheques bancarios a los que hace referencia la cláusula 2 anterior, las Partes reconocen expresamente no tener nada que reclamarse entre ellas por ningún concepto y renuncian, de forma expresa e irrevocable, a todos y cada uno de los derechos, expectativas de derecho o acciones de cualquier naturaleza y ante cualquier jurisdicción o instancia judicial, arbitral o extrajudicial que pudieran corresponderles frente a otra Parte en relación con el objeto del Acuerdo y las materias contenidas o referidas en el mismo.

## 8. CONFIDENCIALIDAD

8.1 El contenido de este Acuerdo, así como cualquier información o dato sobre el mismo, se mantendrá con carácter confidencial y no será divulgado por las Partes, salvo:

8.1.1 si dicha información, de acuerdo con los archivos de la Parte receptora, era ya conocida por ella antes de haberle sido revelada por otra Parte; o

8.1.2 si dicha información era de general conocimiento por el



público ya en el momento de la revelación de la misma a la Parte receptora, o bien ha pasado a ser de dominio público por causas no imputables a la Parte receptora; o

8.1.3 en cumplimiento de una obligación legal o de una orden administrativa o judicial; o

8.1.4 para exigir o permitir el cumplimiento de los derechos u obligaciones derivados de este Acuerdo, o para información de sus asesores o auditores, siempre que ambos se comprometan a mantenerlo con carácter confidencial mediante pacto expreso o de conformidad con sus normas profesionales; o

8.1.5 para presentar los escritos y realizar las actuaciones necesarias para la terminación de los procedimientos a los que se refieren los Exponendos V y VI.

8.2 En el caso de comunicaciones exigidas por la normativa aplicable o por alguna autoridad con facultad para ello, la Parte que la hubiera de efectuar informará a las otras de su contenido antes de emitirla y, en la medida de lo posible, atenderá las solicitudes razonables que éstas le cursen.

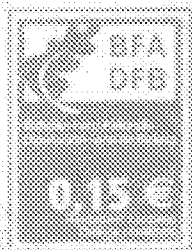
8.3 Las estipulaciones contenidas en esta Clausula continuarán en vigor con carácter indefinido.

## 9. LEY APLICABLE Y JURISDICCIÓN COMPETENTE

9.1 Este Acuerdo se rige por el Derecho común español.

9.2 Las Partes acuerdan someter todo litigio resultante de la ejecución o interpretación del Acuerdo a los Juzgados y Tribunales de Madrid, con renuncia expresa a su propio fuero, si otro les correspondiere.

Y en prueba de conformidad con cuanto antecede, las Partes firman el presente Acuerdo Transaccional por duplicado y a un solo efecto en el lugar y fecha indicados en el encabezamiento.



*[Signature]*

D. PEDRO ACHA GANDARIAS

Administrador Único

PAGE 65, S.L.

*[Signature]*

D. PEDRO ACHA GANDARIAS

*[Signature]*

D. FERNANDO GARTEIZ GANDARIAS

EN su propio nombre y,  
Administrador Único

S.C.B., S.A.

AIRTRAQ, S.A.

*[Signature]*

D. ALFONSO BASAGOITI ZAVALA

Secretario Consejo de Administración

PRODOL MEDITEC, S.A.

*[Signature]*

D. ALFONSO BEREINCUA GANDARIAS

ANEXO I

PATENTES

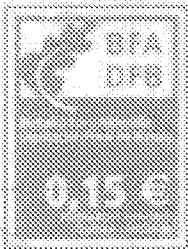


ANEXO II

SOLICITUDES DE PATENTES

- i. Patente española P201100354 "LARINGOSCOPIO ÓPTICO LUMINOSO"
- ii. Patente PCT PCT/ES2012/000065 "LARINGOSCOPIO ÓPTICO LUMINOSO"

Caixa  
de Correios

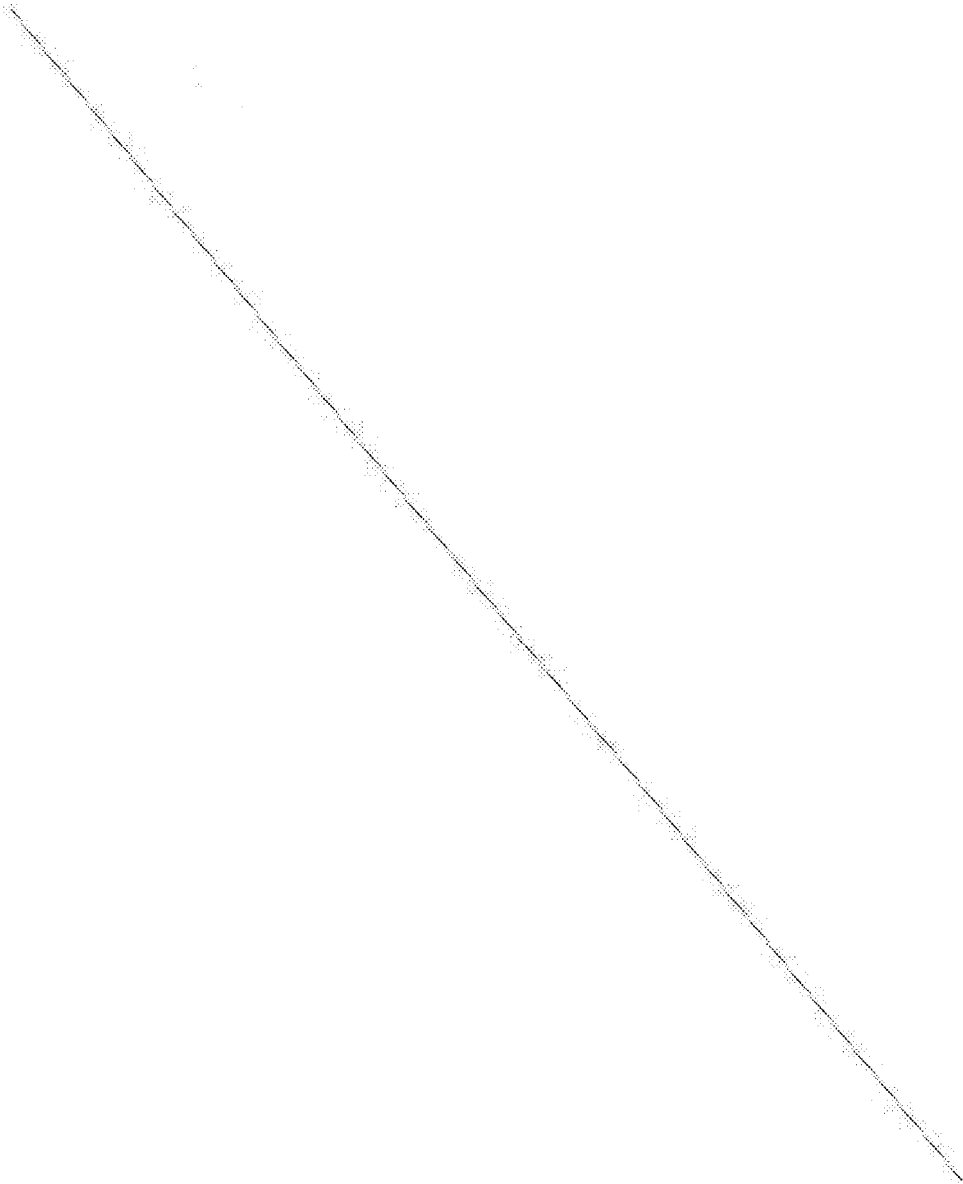


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ANEXO III

MARCAS





[Provincial Duty Stamp]

[bears the stamp of the  
Provincial Council of  
Biscay, € 0.15, Fifteen  
Euro Cents]

N 8363227 B

[bears the stamp of Mr Ignacio  
Alonso Salazar, Notary Public of  
Bilbao, *Nihil Prius Fide*]

**IGNACIO ALONSO SALAZAR**

NOTARY PUBLIC

Alameda de Recalde, 34 - 1º dcha.

Tel.: (+34) 944 239 950 – Fax: (+34) 944 236 981  
48009 - BILBAO

NUMBER EIGHT HUNDRED AND TWENTY-ONE. -----

In Bilbao, Spain, on the thirtieth of May in the year two thousand and thirteen. -----

Before me, IGNACIO ALONSO SALAZAR, Notary Public of Bilbao and of the  
Illustrious College of Notaries of the Basque Country, -----

**APPEARING:** -----

MR PEDRO ACHA GANDARIAS, married, resident of Bormujos (Seville, Spain), with  
his domicile situated at Calle María de las Mercedes de Borbón y Orleáns, número 9, Seville,  
Spain, and holder of D.N.I. (National Identification Document)/N.I.F. (Tax Registration  
Number) 28.497.638-V. -----

MR ALFONSO BASAGOITI ZAVALA, married, with his domicile situated, for the  
purposes of this public deed, at Calle Alameda de Recalde, número 34, 3º derecha, Bilbao,  
Spain, and holder of D.N.I. (National Identification Document)/N.I.F. (Tax Registration  
Number) 2.484.704-Z. -----

MR FERNANDO GARTEIZ GANDARIAS, married, with his domicile situated, for the  
purposes of this public deed, at Calle Muelle Tomás Olábarri, número 5, 5º, Getxo (Biscay,  
Spain), and holder of D.N.I. (National Identification Document)/N.I.F. (Tax Registration  
Number) 14.870.109-B. -----

MR ALFONSO BEREINCUA GANDARIAS, married, with his domicile situated, for  
the purposes of this public deed, at Calle Alameda de Recalde, número 34, 3º derecha,  
Bilbao, Spain, and holder of D.N.I. (National Identification Document)/N.I.F. (Tax Registration  
Number) 16.026.587-A. -----

The aforementioned persons are all of full legal age and of Spanish nationality. -----

I, the Notary Public, have identified the foregoing persons by means of their  
respective National Identification Documents which are numbered as set out hereinabove. ---

**TRADEMARK**  
**REEL: 005397 FRAME: 0689**



**ACTING:** -----

A) Mr Acha Gandarias hereby acts in his own name and representation, and furthermore acts in the name of and representing the company called "PAGE 65, S.L.", in his capacity of SOLE DIRECTOR thereof, being a company of Spanish nationality, with its registered office situated at Calle Amann, número 9, 4º izquierda, Getxo (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) B-95129177, incorporated for an indefinite period of time by way of public deed authorised on 14 December 2000 by the Notary Public of Bilbao, Mr Vicente María del Arenal Otero, under number 2,317 of his official notary records, registered at the Companies Register of Biscay at volume 3993, folio 16, section 8, page BI-29880, at inscription number . The aforementioned person was appointed to the foregoing position in the aforementioned public deed of incorporation. -----

I, the Notary Public, hereby expressly record that I have complied with the "true owner" identification obligations as provided for under Act 10/2010, of 28 April, the result of which is recorded in the notary certificate authorised by me, dated 30 May 2013, under number \_\_\_\_\_ of my official notary records, and the aforementioned legal representative of the foregoing company hereby declares that the content thereof has not been modified in any way whatsoever. -----

B) Mr Basagoiti Zavala hereby acts in the name of and representing the company called "PRODOL MEDITEC, S.A.", in his capacity of SECRETARY OF THE BOARD OF DIRECTORS thereof, being a company of Spanish nationality, with its registered office situated at Calle Alameda de Recalde, número 34-3º derecha, Bilbao (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) A-95243473, incorporated under the name of "PROMONESA, S.L." by way of public deed authorised on 17 January 2003 by the Notary Public of Bilbao, Mr José María Fernández Hernández, under number 582 of his official

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Alonso Salazar, Notary Public of  
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notary records, registered at the Companies Register of Biscay, at volume 4257, folio 83, page BI-35986, at inscription number 1. -----

The aforementioned person was appointed to the foregoing position by means of the resolutions of the Board of Directors of the aforementioned company, dated 24 January 2011, which were formalised by public deed authorised by me, the Notary Public, dated 25 January 2011, under number 134 of my official notary records, registered at the Companies Register of Biscay, at volume 3272, folio 221, section 8, page BI-35986, at inscription number 6. The aforementioned person has been expressly empowered to execute this public deed by means of the resolutions of the Universal General Shareholders Meeting and of the Board of Directors, certificates of which has been delivered to me and which I hereby attach to this public deed and in respect of which I hereby authenticate the signatures of the signatories thereof. -----

I, the Notary Public, hereby expressly record that I have complied with the "true owner" identification obligations as provided for under Act 10/2010, of 28 April, the result of which is recorded in the notary certificate authorised by me, dated 25 January 2010, under number 133 of my official notary records, and the aforementioned legal representative of the foregoing company hereby declares that the content thereof has not been modified in any way whatsoever. -----

C) Mr Garteiz Gandarias hereby acts in his own name and representation, and furthermore acts in the name of and representing: -----

- The company called "S.C.B., S.A.", in his capacity of Sole Director thereof, being a

company of Spanish nationality, with its registered office situated at Calle Muelle Tomás Olabbarri, número 5, Las Arenas-Getxo (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) A-78362944, incorporated by way of public deed authorised by the Notary Public of Bilbao, Mr José Jesús del Arrenal Martínez de Bedoya, dated 24 October 1986, under number 4,484 of his official notary records. The adaptation of the Articles of Association thereof have been registered at the Companies Register of Biscay, at volume 1967, folio 7, section 8, page BI-378, at inscription number 4. The re-election thereof as sole director was registered at inscription number 9 on the company's registration page. -----

I, the Notary Public, hereby expressly record that I have complied with the "true owner" identification obligations as provided for under Act 10/2010, of 28 April, the result of which is recorded in the notary certificate authorised by me, dated 2 March 2011, under number 413 of my official notary records, and the aforementioned legal representative of the foregoing company hereby declares that the content thereof has not been modified in any way whatsoever. -----

- The company called "AIRTRAQ, S.A.", as the natural person designated by PRODOL MEDITEC, S.A., for the exercise of the position of Sole Director thereof, with C.I.F. (Corporate Tax Registration Number) A-95265328, with its registered office situated at Calle Alameda de Recalde, número 34, 3º derecha, Bilbao, Spain, incorporated under the name "PRODOLL 1 2003, S.A." by means of public deed authorised on 26 May 2003 by the Notary Public of Bilbao, Mr José María Fernández Hernández, under number 818 of his official notary records, which modified its corporate name to that which it currently has by means

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of public deed authorised on 27 April 2005 by the aforementioned Notary Public of Bilbao, Mr Fernández, under number 699 of his official notary records, which was registered at the Companies Register of Biscay, at volume 4308, book 0, folio 17, page BI-37023, at inscription number 4. -----

“PRODOL MEDITEC, S.A.” has its registered office situated at Calle Alameda de Recalde, número 34-3<sup>º</sup> derecha, Bilbao (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) A-95243473, incorporated under the name of “PROMONESA, S.L.” by way of public deed authorised on 17 January 2003 by the Notary Public of Bilbao, Mr José María Fernández Hernández, under number 582 of his official notary records, and registered at the Companies Register of Biscay, at volume 4257, folio 83, page BI-35986, at inscription number 7. -----

The aforementioned person was expressly appointed to his position by means of the resolutions of the Extraordinary Universal General Shareholders Meeting, dated 24 January 2011, formalised by way of public deed authorised by me, the Notary Public, dated 2 February 2011, under number 201 of my official notary records, which was registered at inscription number        on the company’s registration page. -----

I, the Notary Public, hereby expressly record that I have complied with the “true owner” identification obligations as provided for under Act 10/2010, of 28 April, the result of which is recorded in the notary certificate authorised by me, dated 2 February 2011, under number 200 of my official notary records, and the aforementioned legal representative of the

foregoing company hereby declares that the content thereof has not been modified in any way whatsoever. -----

D) Mr Bereincua Gandarias hereby acts in his own name and representation. -----

The appearing persons hereby declare that their respective appointments and powers continue in full force and effect and that neither the legal capacity of the respective companies which they represent, the corporate purpose nor the identification information thereof has changed in any way whatsoever. -----

The foregoing terms and provisions have been substantiated by the certified copies of the respective certificates which have been delivered to me, the Notary Public, and I consider, in my judgement, that the accredited powers of representation are sufficient for the execution of this public instrument, in the terms set out hereinabove. -----

In the respective capacities in which they act, I, the Notary Public, hereby declare that the appearing persons have the sufficient legal capacity and legal standing necessary for the execution of this PUBLIC DEED OF SALE AND PURCHASE OF COMPANY SHARES, PATENTS, PATENT APPLICATIONS, TRADEMARKS, INTERNET DOMAINS AND OTHER ASPECTS, and accordingly: -----

**OPERATIVE PROVISIONS:** -----

**ONE.-** The appearing persons, in the respective capacities in which they act, hereby formalise by way of public deed the document which has been delivered to me, the Notary Public, which I hereby attach to this public instrument, which is issued on sixty folios of standard paper, and I hereby authenticate the signatures of the signatories thereof, affixed both to the main document as well as the annexes thereof, whereby, *inter alia*: -----

- MR PEDRO ACHA GANDARIAS transfers 49,005 company shares of the company

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“PRODOL MEDITEC, S.A.” numbered from 27,071 to 76,075, both inclusive. -----

- The company “PAGE 65, S.L.” transfers a series of patents, patent applications,  
trademarks and internet domains. -----

- Resolutions are ratified in respect of arbitration proceedings and other matters,  
subject to the terms which are set out in the attached certificates. -----

**TWO.-** All of the notary expenses, tax charges (indirect taxes) and registration  
expenses which are payable by reason of the execution of this public deed shall be  
exclusively for the account and expense of “PRODOL MEDITEC, S.A.”. -----

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I, the Notary Public, hereby notify the appearing persons of the inclusion of their  
personal information within the computerised files of this Notary Office, which shall be  
subject to legally applicable confidentiality obligations, which they hereby accept. -----

I, the Notary Public, hereby effect the legal reservations and warnings to the  
appearing persons, and in particular in relation to the terms and content of the corresponding  
sections of the Corporations Act, and for taxation purposes, I hereby inform them of the tax  
obligations and liabilities which are imposed upon the parties in all material, formal and  
sanctionary aspects, and of the consequences of all types which would result from the  
inaccuracy of their declarations. -----

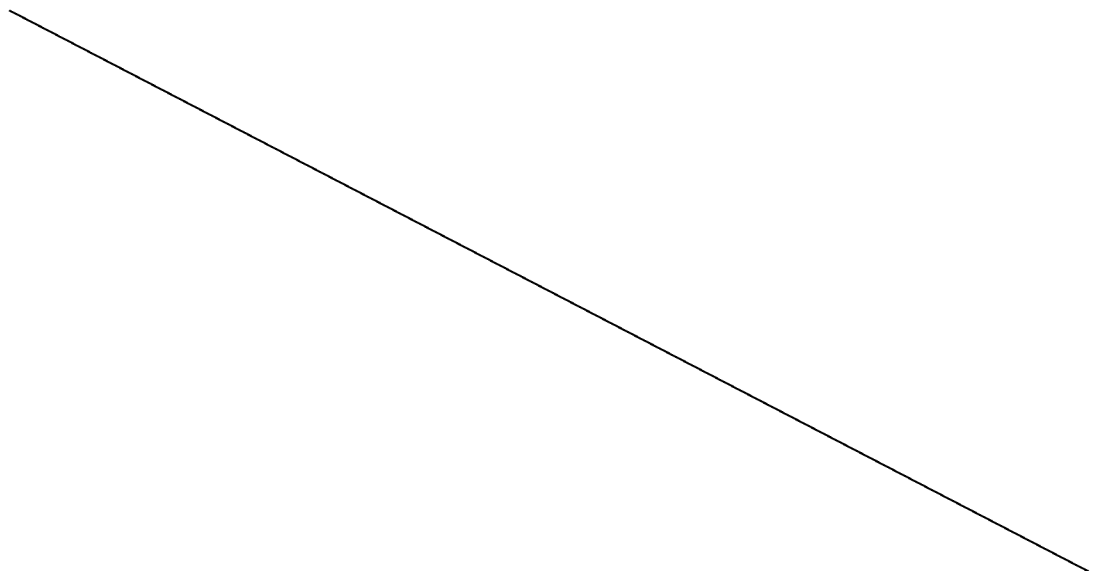
I, the Notary Public, have hereby read the terms of this public instrument to the appearing persons, who waive their right to read it for themselves, which I duly advised them of, and their consent thereto has been freely provided and the terms of this public instrument conform with legal principles and with the duly informed will of the signatory parties, and the appearing persons hereby execute and sign this public deed with me, the Notary Public, which is issued on four folios of Provincial Duty paper, of the series N, letter B, numbered 8363203, 8363204, 8363205 and 8363206. -----

DUTY APPLICATION. THIRD ADDITIONAL PROVISION OF ACT 8/1989 AND ROYAL DECREE 198/1989. -----
CALCULATION BASE: Declared Value. -----
DUTY APPLIED: numbers 2, 4 and 7 and Rule 4. -----
DUTIES (EXCLUDING VAT): 1,689.26 EUROS. -----

I ATTEST.- The signatures of the appearing persons are affixed hereinbelow.  
Signed, endorsed and sealed: IGNACIO ALONSO SALAZAR. Seal of the Notary Office affixed. -----

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**ATTACHED DOCUMENTS**



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## NEGOTIATED AGREEMENT

In Bilbao, Spain, on 30 May 2013.

### I PARTIES

#### **As the first party,**

**PAGE 65, S.L.**, a company incorporated under Spanish law, with its registered office situated at Calle Amann, número 9, Getxo, 48992, Biscay, Spain, with C.I.F. (Corporate Tax Registration Number) B95129177, duly represented by Mr Pedro Acha Gandarias, with D.N.I. (National Identification Document) number 16040249A, in his capacity of Sole Director of the aforementioned company, by virtue of the public deed of incorporation executed before the Notary Public of Bilbao, Mr Vicente María del Arenal Otero, dated 14 December 2000, under number 2,317 of his official notary records (hereinafter, "**PAGE**").

#### **And as another party,**

**MR PEDRO ACHA GANDARIAS**, with his domicile, for the purpose of notifications, situated at Calle Doña María de las Mercedes de Borbón y Orleans, número 9, Bormujos, 41930, Seville, Spain, with D.N.I. (National Identification Document) number 16040249A, married to Mrs Raquel María Ortiz Pacheco (with D.N.I. (National Identification Document) number 28497638V) subject to the separate marital property regime, who acts in his own name and representation (hereinafter, "**MR ACHA**").

#### **And as another party,**

**S.C.B., S.A.**, a company incorporated under Spanish law, with its registered office situated at Calle Muelle Tomás Olabarri, número 5, 3ª derecha, Las Arenas-Getxo (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) A78362944, duly represented by Mr Fernando Garteiz Gandarias, with D.N.I. (National Identification Document) number 14870109B, in his capacity of Sole Director of the aforementioned company, by virtue of the public deed of formalisation of corporate resolutions of the General Shareholders Meeting, of 20 April 2012, authenticated by the Notary Public of Bilbao, Mr Francisco Regalado Marichalar, dated 10



May 2012, under authentication number 586 of his official notary records (hereinafter, "S.C.B.")

**And as another party,**

**PRODOL MEDITEC, S.A.**, a company incorporated under Spanish law, with its registered office situated at Calle Alameda de Recalde, número 34-3º derecha, Bilbao (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) A95243473, duly represented by Mr Alfonso Basagoiti Zavala, with D.N.I. (National Identification Document) number 02484704Z, in his capacity of Secretary and Director of the aforementioned company, by virtue of the resolutions of the Board of Directors of 30 May 2013, the certificate of which I have sighted (hereinafter, "**PRODOL**").

**And as another party,**

**MR FERNANDO GARTEIZ GANDARIAS**, with his domicile, for the purposes of notifications, situated at Calle Muelle Tomás Olabarrí, número 5, 3º derecha, Las Arenas-Getxo (Biscay, Spain), with D.N.I. (National Identification Document) number 14.870.109-B, who acts in his own name and representation (hereinafter, "**MR GARTEIZ**").

**And as another party,**

**AIRTRAQ, S.A.**, a company incorporated under Spanish law, with its registered office situated at Calle Alameda de Recalde, número 34-3º derecha, Bilbao (Biscay, Spain), with C.I.F. (Corporate Tax Registration Number) A95265328, duly represented by Mr Fernando Garteiz Gandarias, with D.N.I. (National Identification Document) number 14870109B, in his capacity of the natural person designated by PRODOL MEDITEC, S.A. for the exercise of the position of Sole Director thereof, by virtue of the public deed of appointment of Sole Director executed before the Notary Public of Bilbao, Mr Ignacio Alonso Salazar, dated 2 February 2011, under number 201 of his official notary records (hereinafter, "**AIRTRAQ**").

**And as another party,**

**MR ALFONSO BEREINCUA GANDARIAS**, with his domicile, for the purposes of notifications, situated at Calle Alameda Recalde, 34-3º derecha, Bilbao, Spain, with D.N.I. (National Identification Document) number 16.026.587A, who acts in his own name and representation.

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Hereinafter, **PAGE, MR ACHA, S.C.B., PRODOL, MR GARTEIZ, AIRTRAQ** and **MR ALFONSO BEREINCIA GANDARIAS** shall be referred to jointly as the “Parties” and each of them, individually, as a “Party”.

## II WHEREAS

- I. The Parties are owners of the property which is set out hereinbelow:
  - i. The companies **PAGE** and **S.C.B.** are co-proprietors of the patents set out under **Annex I.**
  - ii. **PAGE** is the applicant of the patent applications which are set out under **Annex II.**
  - iii. **MR ACHA** and **MR GARTEIZ** are co-proprietors of the trademarks which are set out under **Annex III.**
  - iv. **MR ACHA** is the owner of the domain names “www.airtraq.com” and “www.prodolmed.com”.
  - v. **MR ACHA** is the holder of 49,005 company shares of the company **PRODOL**, which are set out under **Annex IV** which corresponds with the Share Register Book entries.
- II. On 30 March 2004 the companies **PAGE** and **S.C.B.** entered into a licence agreement with **AIRTRAQ** to use patents, in Spain, in relation to a laryngoscope, a syringe, a catheter and the use of trademarks within Spain.
- III. On 20 April 2005 the companies **PAGE** and **S.C.B.** entered into a licence agreement with **PRODOL** to use patents, in all countries except in Spain, in relation to a laryngoscope, a syringe, a catheter and the use of trademarks. Said agreement was modified on 1 July 2008.

- IV. On 20 December 2005, the companies **PAGE** and **PRODOL** entered into a services agreement by virtue of which **PAGE** would carry out technical development and clinical trial activities in relation to medical products.
- V. The legal proceedings filed before the High Court of Justice of the Autonomous Community of Madrid for the nullity of Arbitral Award number 22/2012, filed by **PAGE** against the Arbitral Award dated 9 January 2012, delivered by the Sole Arbitrator **MR ALFONSO BEREINCUA GANDARIAS**, within the arbitration proceedings initiated by **PRODOL** against **PAGE** and **S.C.B.** before the *Corte Mercantil y Civil de Arbitraje* (Civil and Commercial Arbitration Court) ("CIMA") situated in Madrid, are currently being deliberated by the Court. A copy of said arbitral award is attached to this Agreement as **Annex V.**
- VI. Ordinary legal proceedings number 119/2012 are currently being heard before the Court of First Instance number 6 of Getxo (Biscay), filed by **MR ALFONSO BEREINCUA GANDARIAS** (Arbitrator in the proceedings set out under the preceding paragraph) for a claim for payment of Professional Fees of the Sole Arbitrator in relation to the aforementioned arbitration proceedings (Recital Provision V hereinabove) against the company **PAGE**.
- VII. In light of the fact that discrepancies exist between the Parties in relation both to the enforceability and validity of the Arbitral Award and the specific performance thereof, as well as the economic aspects set out hereinabove and the payment of the professional fees of the Sole Arbitrator, all of the Parties intend to establish, pursuant to the provisions of Article 1,809 of the Spanish Civil Code, a negotiated resolution of an extra-legal nature which completely and definitively concludes each and every one of the disputes which have arisen between the parties, as well as to determine and resolve all economic, legal and/or contractual aspects which exist, as at the date of this Agreement, between **PAGE** and/or **MR ACHA** in relation to the rest of the Parties.
- VIII. In light of the foregoing, and in order to determine and define the terms of the negotiated resolutions, the Parties, which mutually acknowledge the sufficient legal capacity of the other parties to contract and be bound, hereby agree to execute this Negotiated Agreement (the "**Agreement**"), subject to the following clauses,

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### III CLAUSES

#### 1. PURPOSE OF THIS AGREEMENT.

**1.1** The purpose of this Agreement is to conclude and establish a complete and definitive solution to the relationships which exist between the Parties and in relation to any pleadings, disputes or legal actions whatsoever, by way of arbitration, extra-legal actions, or of any other nature whatsoever which may be available to the Parties either among themselves, or between them and the shareholders and/or directors thereof (present and previous), in respect of any matters whatsoever, whether of a civil, administrative or any other nature whatsoever, and which are directly or indirectly related to:

- 1.1.1 The co-proprietorship of **PAGE** and **S.C.B.** in relation to the patents set out under Annex I; and/or
- 1.1.2 The rights inherent to the patent application which is set out under Annex II; and/or
- 1.1.3 The co-proprietorship of **MR ACHA** and **MR GARTEIZ** in relation to the trademarks set out under Annex III; and/or
- 1.1.4 The domain names “www.airtraq.com” and “www.prodolmed.com” owned by **MR ACHA**; and/or
- 1.1.5 The 49,005 company shares of the company **PRODOL** which are owned by **MR ACHA**, as set out under Annex IV which corresponds with the Share Register Book entries; and/or
- 1.1.6 The agreement referred to under Recital Clause II hereinabove; and/or
- 1.1.7 The agreement referred to under Recital Clause III hereinabove; and/or
- 1.1.8 The agreement referred to under Recital Clause IV hereinabove; and/or
- 1.1.9 The Arbitral Award referred to under Recital Clause V hereinabove including the validity and performance thereof; and/or
- 1.1.10 The legal proceedings for nullity referred to under Recital Clause V hereinabove; and/or
- 1.1.11 The professional fees (including the payment thereof) of the Sole Arbitrator **MR ALFONSO BEREINCUA GANDARIAS** and the proceedings referred to under Recital Clause VI hereinabove.

1.1.12 Any economic, legal and/or contractual aspects which exist, as at the date of this Agreement, between **PAGE** and/or **MR ACHA** in relation to the rest of the Parties.

By means of example, the aforementioned economic, legal and/or contractual aspects include the service agreements or collaboration agreements, the joint ownership regimes and the agreements which the co-proprietors may have adopted, the licence agreements for the use of patents and trademarks as well as the annexes thereto and/or modifications thereof which may exist.

**1.2** The aforementioned solution essentially relates to the following legal businesses, all of which are subject to the terms and conditions set out under this Agreement:

1.2.1 The acquisition by **PRODOL** of the ownership percentage of **PAGE** (90%) of the patents which are set out under Annex I.

1.2.2 The acquisition by **PRODOL** of the rights inherent to the patent applications owned by **PAGE** which are set out under Annex II.

1.2.3 The acquisition by **PRODOL** of the ownership percentage of **MR ACHA** (50%) of the trademarks which are set out under Annex III.

1.2.4 The acquisition by **PRODOL** of the domain names "www.airtraq.com" and "www.prodolmed.com" owned by **MR ACHA**.

1.2.5 The acquisition by **PRODOL** of the 49,005 company shares owned by **MR ACHA** in **PRODOL**.

1.2.6 The payment of the professional fees of the Sole Arbitrator **MR ALFONSO BEREINCUA GANDARIAS** and the legal procedure expenses (costs, interest and any other costs) of the ordinary legal proceedings number 119/2012.

## **2. TRANSFERS AND PAYMENTS**

**2.1** By means of the execution of this Agreement, **PAGE** hereby assigns, sells and transfers to **PRODOL**, which accepts, purchases and acquires, the ownership percentage of **PAGE** (90%) of the patents which are set out under Annex I.

In light of the fact that the patents set out under Annex I are co-owned, by means of the execution of this Agreement, **S.C.B.** hereby expressly consents to the aforementioned sale and purchase.

The price to be paid by **PRODOL** to **PAGE** for the ownership percentage of

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**PAGE** (that is, 90%) of the patents which are set out under Annex I amounts to the sum of FORTY-FOUR THOUSAND EUROS (€44,000) plus the corresponding V.A.T. (NINE THOUSAND TWO HUNDRED AND FORTY EUROS (€9,240)), the total of which amounts to the sum of FIFTY-THREE THOUSAND TWO HUNDRED AND FORTY EUROS (€53,240) which is payable by means of nominative bank cheque in favour of **PAGE 65, S.L.** (that is, **PAGE**) for the aforementioned amount which **PRODOL** hereby delivers to **PAGE** upon the execution of this Agreement.

- 2.2** By means of the execution of this Agreement, **PAGE** hereby assigns, sells and transfers to **PRODOL**, which accepts, purchases and acquires, the rights inherent to the patent applications which are set out under Annex II.

The price to be paid by **PRODOL** to **PAGE** for the aforementioned rights amounts to the sum of SIX THOUSAND EUROS (€6,000) plus the corresponding V.A.T. (ONE THOUSAND TWO HUNDRED AND SIXTY EUROS (€1,260)), the total of which amounts to the sum of SEVEN THOUSAND TWO HUNDRED AND SIXTY EUROS (€7,260) which is payable by means of nominative bank cheque in favour of **PAGE 65, S.L.** (that is, **PAGE**) for the aforementioned amount which **PRODOL** hereby delivers to **PAGE** upon the execution of this Agreement.

- 2.3** By means of the execution of this Agreement, **MR ACHA** hereby assigns, sells and transfers to **PRODOL**, which accepts, purchases and acquires, the ownership percentage of **MR ACHA** (50%) of the trademarks which are set out under Annex III.

In light of the fact that the patents set out under Annex III are co-owned, by means of the execution of this Agreement, **MR GARTEIZ** hereby expressly consents to the aforementioned sale and purchase.

The price to be paid by **PRODOL** to **MR ACHA** for the ownership percentage of **MR ACHA** (50%) of the trademarks which are set out under Annex III amounts to the sum of SIX HUNDRED EUROS (€600) which is payable by

means of nominative bank cheque in favour of **MR PEDRO ACHA GANDARIAS**. (that is, **MR ACHA**) for the aforementioned amount which **PRODOL** hereby delivers to **MR ACHA** upon the execution of this Agreement.

**2.4 PRODOL**, in light of the relationships which have existed and which exist with **PAGE, MR ACHA, S.C.B.**, and **MR GARTEIZ**, hereby acknowledges, by means of the execution of this Agreement, that it understands the current status of the patents and trademarks the subject of this Agreement and expressly waives, subject to the broadest possible scope possible at law, any right whatsoever to file any legal action of any nature whatsoever, either directly or indirectly against **PAGE** and/or **MR ACHA**, in relation to the transfer of the aforementioned patents and trademarks.

**2.5** By means of the execution of this Agreement, **MR ACHA** hereby assigns, sells and transfers to **PRODOL**, which accepts, purchases and acquires, the domain names "www.airtraq.com" and "www.prodolmed.com".

The price to be paid by **PRODOL** to **MR ACHA** for the domain names "www.airtraq.com" and "www.prodolmed.com" amounts to the sum of THREE HUNDRED EUROS (€300) which is payable by means of nominative bank cheque in favour of **MR PEDRO ACHA GANDARIAS** (that is, **MR ACHA**) for the aforementioned amount which **PRODOL** hereby delivers to **MR ACHA** upon the execution of this Agreement.

**2.6** By means of the execution of this Agreement, **MR ACHA** hereby assigns, sells and transfers to **PRODOL**, which accepts, purchases and acquires, the 49,005 company shares of the company **PRODOL** owned by **MR ACHA**.

**PRODOL**, given that it fully understands its own financial situation and equity, expressly waives, subject to the broadest scope possible at law, any right whatsoever to file any legal action of any nature whatsoever, either directly or indirectly against **MR ACHA**, in relation to the transfer of the aforementioned company shares and of the existence of any contingent liability or damages in respect of **PRODOL**, its assets or in relation to the businesses operated by **PRODOL**, and, in particular, in relation to the provisions of Articles 1,484 to 1,499 of the Spanish Civil Code (recovery for latent damages).

The price to be paid by **PRODOL** to **MR ACHA** for the company shares of the company **PRODOL** which are owned by **MR ACHA** amounts to the sum of

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EIGHT HUNDRED AND SEVENTY-FIVE THOUSAND FIVE HUNDRED AND FIFTEEN EUROS (€875,515) which is payable by means of nominative bank cheque in favour of **MR PEDRO ACHA GANDARIAS** (that is, **MR ACHA**) for the aforementioned amount which **PRODOL** hereby delivers to **MR ACHA** upon the execution of this Agreement.

The certificate of the resolution of the General Shareholders Meeting of **PRODOL** is hereby attached to this Agreement as **Annex VI**, which approves the acquisition of said company shares.

**2.7** By means of the execution of this Agreement, **PRODOL** hereby undertakes to pay to **MR ALFONSO BEREINCUA GANDARIAS** the amounts which correspond to the professional fees for the arbitration proceedings claimed by way of the legal proceedings set out under Recital Clause VI hereinabove (that is, €15,295.50) together with the corresponding expenses (that is, €8,289.55), which amounts to a total of €23,585.05, which is payable by means of nominative bank cheque in favour of **MR ALFONSO BEREINCUA GANDARIAS** for the aforementioned amount (€23,585.05) which **PRODOL** hereby delivers to **MR ALFONSO BEREINCUA GANDARIAS** upon the execution of this Agreement.

**2.8** Accordingly, the total sum paid by **PRODOL** amounts to **NINE HUNDRED AND SIXTY THOUSAND FIVE HUNDRED EUROS AND FIVE EURO CENTS (€960,500.05)**.

**2.9** Photocopies of the aforementioned nominative bank cheques delivered by **PRODOL** to **MR ACHA** and to **PAGE**, upon execution of this Agreement, are here by attached hereto as **Annex VII**.

**3. ABANDONMENT OF THE CURRENT LEGAL PROCEEDINGS AND WAIVER REGARDING ANY OTHER PLEADINGS RELATED TO THE ARBITRAL AWARD.**

**3.1** As a result of the execution of this Agreement, the Parties hereby undertake:



3.1.1 In the case of **PAGE, S.C.B.** and **PRODOL**, to file, jointly, within the period of 5 business days from the execution of this Agreement, before the competent Court, the submissions which are attached hereto as **Annex VIII** which request the conclusion and abandonment of the legal proceedings for nullity of arbitral award number 22/2012 referred to under Recital Clause V of this Agreement, by reason of the extra-legal resolution thereof and without any order for costs; the submissions shall be filed after having been signed by each and every one of the procedural representatives of **PAGE, S.C.B.** and **PRODOL** with sufficient powers of attorney in order to legally bind their respectively represented companies and subject to the declarations set out under said submissions.

In the case of **PAGE, S.C.B.** and **PRODOL**, to carry out all of the actions, declarations, appearances and acts which may be necessary for the complete abandonment and conclusion of the aforementioned legal proceedings and the definitive stay of the legal proceedings, without any order for costs against either of the parties to said proceedings.

3.1.2 **PAGE, S.C.B.** and **PRODOL**, hereby agree to render of no effect each and every one of the operative provisions of the Arbitral Award dated 9 January 2012 delivered by the Sole Arbitrator **MR ALFONSO BEREINCUA GANDARIAS** the subject of the legal actions for nullity referred to under this Clause and under Recital Clause V of this Agreement; accordingly, **PAGE, S.C.B.** and **PRODOL** hereby waive, subject to the broadest scope possible at law, any rights whatsoever in respect of any pleadings in relation to and/or in any manner whatsoever regarding said Arbitral Award which is attached hereto as Annex V, including the waiver regarding any rights whatsoever to enforce any of the operative provisions thereof, and hereby declare that all of their rights and obligations in respect thereof have been duly resolved and settled.

3.1.3 In the case of **MR ALFONSO BEREINCUA GANDARIAS** and **PAGE**, to file, jointly, within the period of 5 business days from the execution of this Agreement, before the competent Court, the submissions which are attached hereto as **Annex IX** for the conclusion and abandonment of the legal proceedings referred to therein, by reason of the extra-legal

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resolution thereof and without any order for costs; the submissions shall be filed after having been signed by each and every one of the procedural representatives of **MR ALFONSO BEREINCUA GANDARIAS** and **PAGE** with sufficient powers of attorney in order to legally bind their respectively represented companies and subject to the declarations set out under said submissions.

In the case of **MR ALFONSO BEREINCUA GANDARIAS** and **PAGE**, to carry out all of the actions, declarations, appearances and acts which may be necessary for the complete abandonment and conclusion of the legal proceedings referred to under Recital Clause VI and the definitive stay of the legal proceedings, without any order for costs against either of the parties to said proceedings.

**4. CONCLUSION OF THE TOTALITY OF THE ECONOMIC, LEGAL AND/OR CONTRACTUAL RELATIONSHIPS BETWEEN PAGE AND/OR MR ACHA AND THE REST OF THE PARTIES AND WAIVER TO FILE LEGAL ACTIONS.**

**4.1** The Parties, by means of the execution of this Agreement, hereby mutually conclude and abandon all economic, legal and/or contractual relationships which, as at the date of execution of this Agreement, may exist between **PAGE** and/or **MR ACHA** and the rest of the Parties; **PRODOL** is hereby subrogated in respect of all rights in relation to the licence agreements of use of patents and for the use of the trademarks set out under Recital Clauses II and III.

Said economic, legal and/or contractual relationships shall be deemed to include the relationships set out under Clause 1.1 of this Agreement, however shall not include the relationships which exist as a result of this Agreement.

**5. OTHER OBLIGATIONS OF THE PARTIES.**

**5.1** Without prejudice to the obligations assumed under other Clauses of this Agreement, the Parties hereby assume the obligations which are set out hereinbelow:

5.1.1 The Parties, both directly as well as by means of the necessary instructions to the governing and management bodies of the companies

and entities which they respectively control, hereby undertake to carryout, in good faith, all of the acts and to execute all of the documents which may be necessary or opportune for the performance of the terms and conditions of this Agreement, as well as to abstain from carrying out any act whatsoever which would prevent, prejudice or frustrate the normal performance of the terms and stipulations of this Agreement. Accordingly, the Parties hereby undertake to exercise their rights and powers in the companies and entities the involvement of which is directly or indirectly required or necessary, for the performance of this Agreement, in a precise manner in order to ensure the due compliance thereof.

- 5.1.2 After the execution of this Agreement, **PRODOL** shall be responsible for the payment of all of the duties, expenses, charges and levies and in general, any payments whatsoever which may be required by the Spanish Patents and Trademarks Office and, in general, by the competent public and/or private bodies for the registration of the assignment and transfer in favour thereof of the patents, trademarks and the domain names the subject of this Agreement and for the continued registration thereof.
- 5.1.3 The Parties shall carry out all acts and shall execute all public and private documents as may be necessary or opportune, in accordance with the applicable legislation of each one of the pertinent countries in order that the transfer of the patents, trademarks, domain names and company shares the subject of this Agreement is fully valid, legitimate and enforceable vis-à-vis any third party whatsoever.
- 5.1.4 Without prejudice to the foregoing, **PAGE, MR ACHA** and **PRODOL** hereby agree to simultaneously execute the applications, in accordance with the official forms for the registration of the transfer of the patents and trademarks the subject of this Agreement with the corresponding public authorities.

The list of applications is attached to this Agreement as **Annex X**.

## **6. EXPENSES AND TAXES**

- 6.1** Unless otherwise provided for under any other clause of this Agreement, the expenses and taxes which are payable in respect of the negotiation,

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formalisation and execution of this Agreement shall be for the cost and expense of the Parties which are set out hereinbelow:

- 6.1.1 The professional fees and chargeable expenses which are incurred by the professional advisors, auditors and other professionals which provide advisory services to each Party in respect of the drafting of this Agreement shall be for the cost and expense of the Party which has respectively contracted said services.
- 6.1.2 **PRODOL** shall be responsible for the payment of the expenses for the formalisation of this Agreement by way of public deed, as well as for the expenses which are incurred for the inscription of the transfers the subject of this Agreement at the corresponding public and/or private bodies.
- 6.1.3 The taxes which are payable by virtue of this Agreement or by reason of the performance thereof shall be paid by **PRODOL**.

## 7. **BALANCE AND SETTLEMENT**

- 7.1 Subject to the compliance of the preceding clauses of this Agreement, and, in particular, subject to the full collection by **MR ACHA, PAGE** and **MR ALFONSO BEREINCUA GANDARIAS** of the amounts of the bank cheques referred to under Clause 2 hereinabove, the Parties expressly acknowledge that no claims for any amounts or concepts whatsoever remain outstanding among them and expressly and irrevocably waive each and every one of their respective rights, legitimate expectations or legal actions of any nature whatsoever and before any legal, arbitration or extra-legal jurisdiction whatsoever which may otherwise be available thereto vis-à-vis the other Parties in relation to the subject of this Agreement and the matters contained or referred to therein.

## 8. **CONFIDENTIALITY**

- 8.1 The content of this Agreement, as well as any information in respect thereof, shall be kept strictly confidential and shall not be disclosed by either of the Parties, except:

- 8.1.1 if said information, in accordance with the files of the Party which has received the information, was already known thereto prior to the disclosure thereof by any other Party; or
- 8.1.2 if said information was already within the public domain at the time of the disclosure thereof to the Party which has received the information, or has become public information for reasons not attributable to the Party which has received the information; or
- 8.1.3 in compliance with a legal obligation or an administrative or judicial resolution; or
- 8.1.4 in order to enforce or provide for the performance of the rights and obligations set out under this Agreement, or for the disclosure of information to their advisors or auditors, provided that said persons undertake to keep said information confidential by means of express confidentiality agreement or pursuant to their professional ethical guidelines; or
- 8.1.5 to file submissions and to carry out the actions necessary for the conclusion and abandonment of the legal proceedings which are referred to under Recital Clauses V and VI.

**8.2** In the case of communications required pursuant to applicable legislation or by any competent public authority, the Party which is obliged to effect said communication shall notify the other Parties of the content thereof prior to the release thereof and, where possible, shall respect the reasonable requests which are provided thereby.

**8.3** The terms of this Clause shall remain in full force and effect for an indefinite period of time.

## **9. APPLICABLE LAW AND COMPETENT JURISDICTION**

**9.1** This Agreement shall be governed by general Spanish law.

**9.2** The Parties hereby agree to submit any disputes which may arise in respect of the performance or interpretation of this Agreement to the Courts and Tribunals of Madrid, and expressly waive any rights which may otherwise have been available thereto to any other jurisdiction whatsoever.

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And in witness thereof, the Parties hereby execute this Negotiated Agreement in duplicate copies, together constituting one single document, at the place and on the date set out in the header hereto.

*[signature illegible]*

---

**MR PEDRO ACHA GANDARIAS**

Sole Director

**PAGE 65, S.L.**

*[signature illegible]*

---

**MR PEDRO ACHA GANDARIAS**

*[signature illegible]*

---

**MR FERNANDO GARTEIZ GANDARIAS**

In his own name and representation and as  
Sole Director

**S.C.B., S.A.**

**AIRTRAQ, S.A.**

*[signature illegible]*

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**MR ALFONSO BASAGOITI ZAVALA**

Secretary of the Board of Directors

**PRODOL MEDITEC, S.A.**

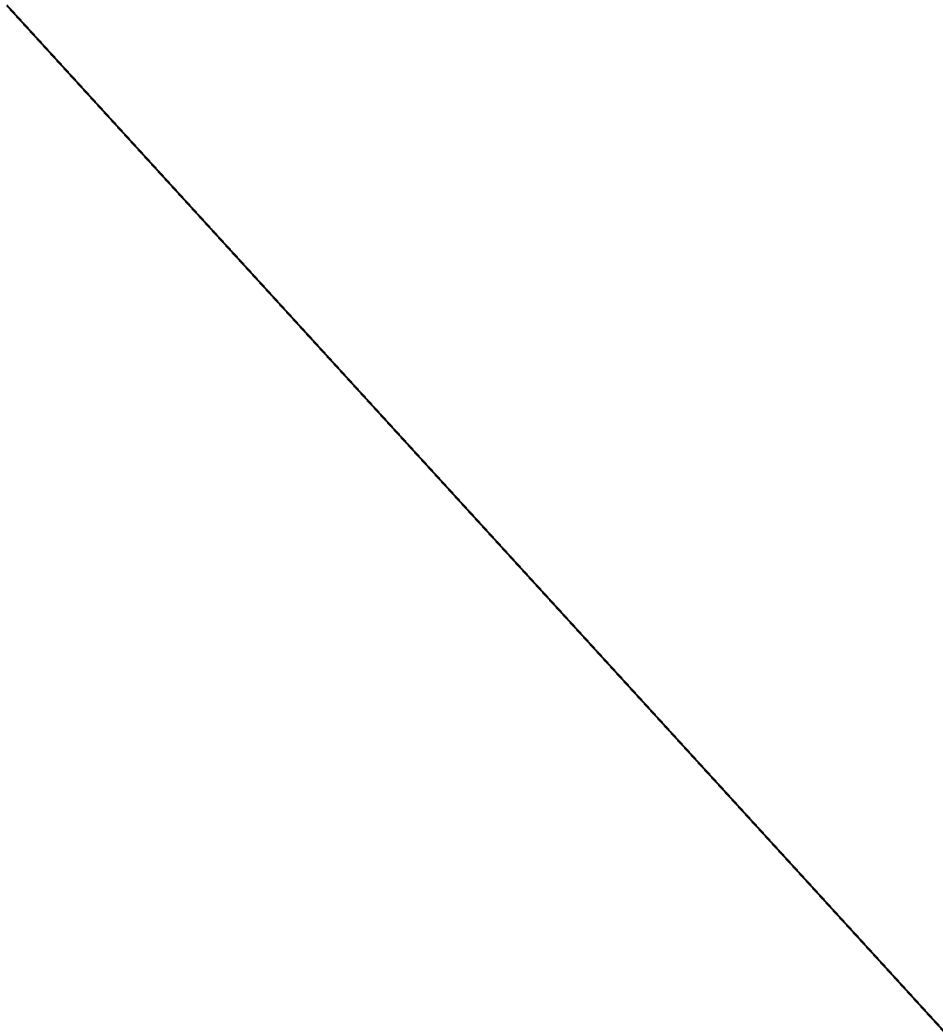
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**MR AFLONSO BEREINCUA GANDARIAS**

**ANNEX I**

**PATENTS**



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Doc	Country	Status	R/N:	Owner	Inventor	Description	Application No.	Publication No.	Application Date	Status	Priority No.	Priority Date
1	SP		P 200001004	PAGE 65 & SCB	Gandarias and Fernando Garzeiz	LARYNGOSCOPE 0	P200001004	2160551	18-Apr-00	Granted	-	-
1	SP		P 200001005	PAGE 65 & SCB	Gandarias and Fernando Garzeiz	LARYNGOSCOPE 0	P200001005	2160552	18-Apr-00	Granted	-	-
Pend	US		AX020088US	PAGE 65 & SCB	Gandarias and Fernando Garzeiz	LARYNGOSCOPE I	US 10/257,918	6,843,769	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	04-Oct-00
3	AU		AX020090AU	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	20000276658	2000276658	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	04-Oct-00
No	DE		AX060055DE-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2 (EP1285623)	DE 60028521.5	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
4	GB		AX060056GB-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	EP1285623	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
Pend	FR		AX060057FR-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	EP1285623	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
5	IT		AX060058IT-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2 (EP1285623)	31174BE/2006	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
6	NL		AX060059NL-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	EP1285623	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
1	SP		VA060019ES	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	2265982	04-Oct-00	Granted	PCT/ES00/00376 (P0001004-5)	18-Apr-00
7	JP		AX080125JP	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	2008-551805	2009-523586	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
Pend	US		AX080122US	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	12/160,741	US20100158521	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
Pend	CA		AX080123CA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	2836845	2636845	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
8	MX		AX080124MX	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	MX/a/2008/00943 7	MX/a/2008/00943 7	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
9	CN		AX080125CN	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	200680051734.6	CN 101370424A	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
10	HK		AX080126CN-HK	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	09107259.2		24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
Pend	EP		AX080127EP	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III- HEATER	06708844.3	1982640	24-Jan-06	Under examination	PCT/ES06/000025	24-Jan-06
11	PCT		AX060127EP	PAGE 65	Pedro Acha Gandarias	AVANT	PCT/ES20 12/000065	WO 2012/131118 A1	20.03.2012	Under examination	PCT/ES20 12/000065	20.03.2012

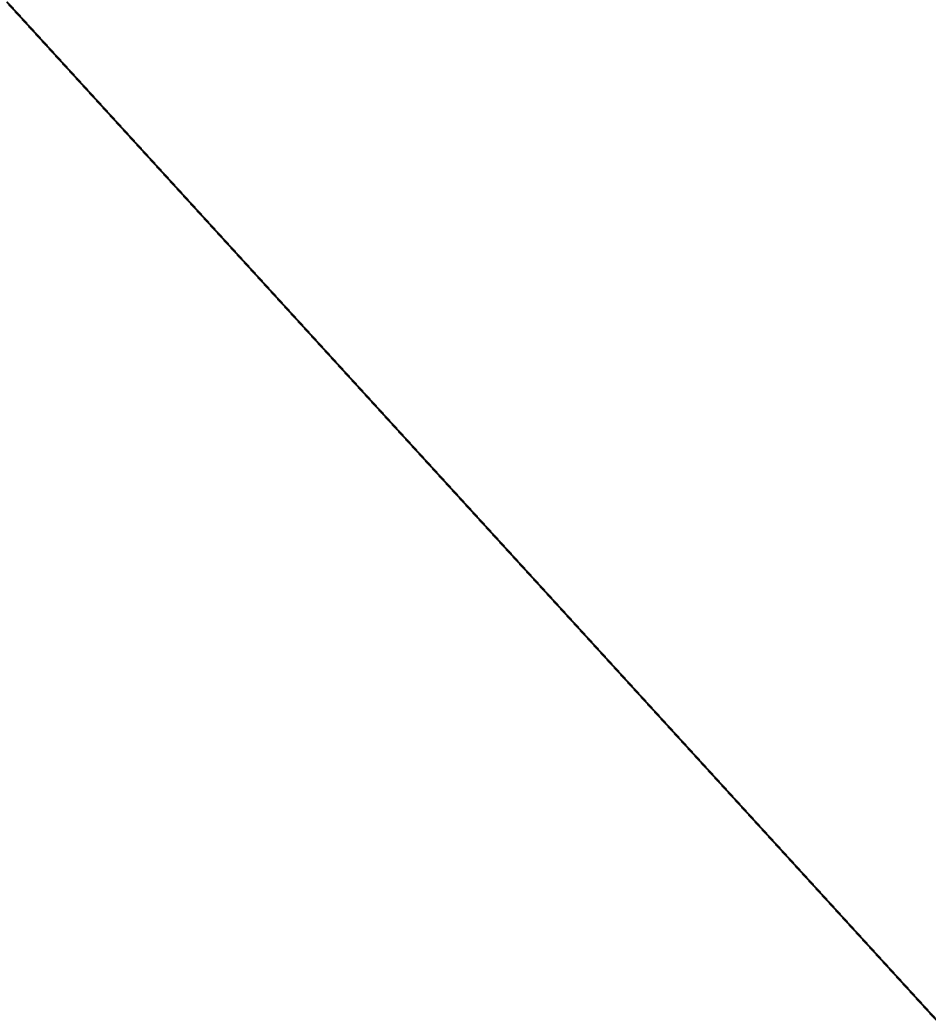
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**ANNEX II**

**PATENT APPLICATIONS**

- i. Spanish patent P201100354 "OPTICAL LIGHT LARYNGOSCOPE"
- ii. Patent PCT PCT/ES2012/000065 "OPTICAL LIGHT LARYNGOSCOPE"



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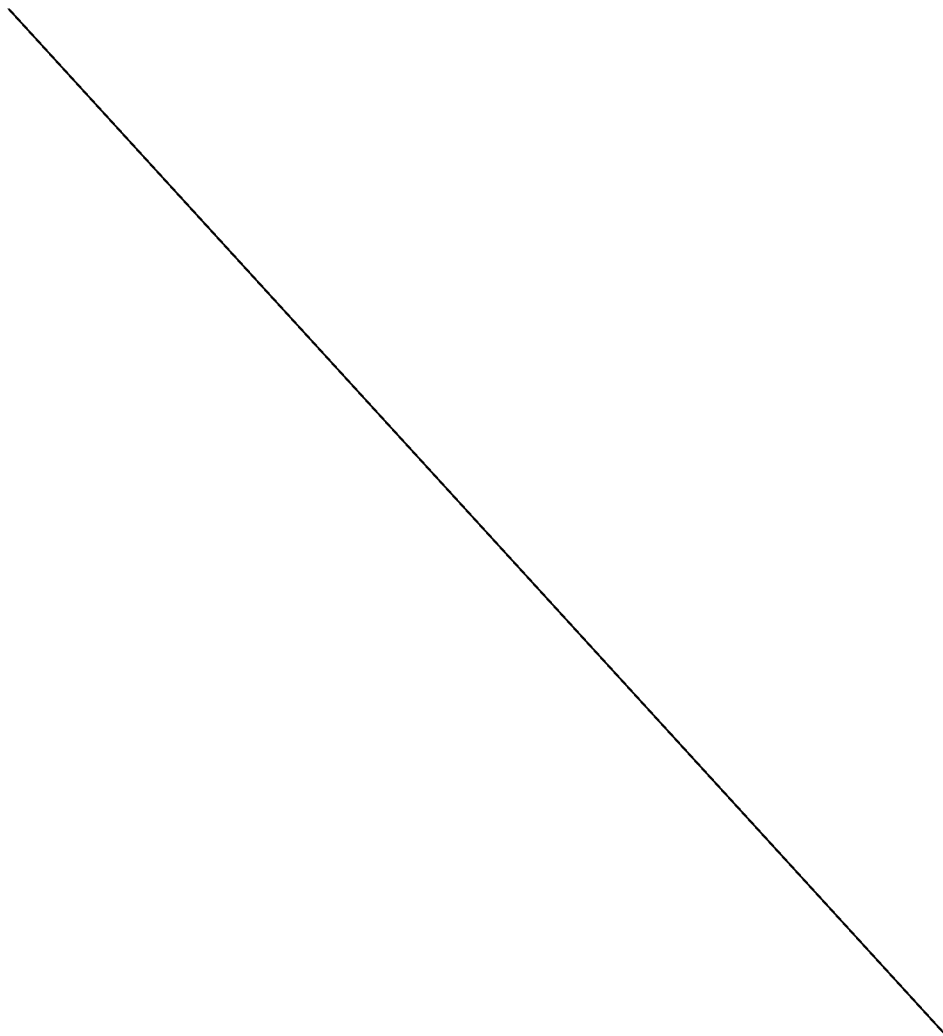
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**ANNEX III**

**TRADEMARKS**



**ANNEX II**

**TRADEMARKS STATUS SUMMARY**

		PRODOL						AIR TRAQ						SYPD				
		Reference	Application Date	Date of Issue	Renovation Date	Owner	Status	Reference	Application Date	Date of Issue	Renovation Date	Owner	Status	Reference	Application Date	Date of Issue	Owner	Status
Spain		2586698	2-Mar-04	22-Sep-04	2-Mar-14	ACHA / GARTEIZ	Granted	2586699	2-Mar-04	22-Sep-04	2-Mar-14	ACHA / GARTEIZ	Granted	25867008	2-Mar-04	1-Apr-05	ACHA / GARTEIZ	Granted
European Union		3655081	20-Feb-04	8-Feb-08	20-Feb-14	ACHA / GARTEIZ	Granted	3624004	5-Feb-04	27-Mar-06	5-Feb-14	ACHA / GARTEIZ	Granted	3655131	20-Feb-04	21-Apr-05	ACHA / GARTEIZ	Granted
United States		78514871	11-Nov-04	5-Dec-06	5-Dec-16	ACHA / GARTEIZ	Granted	78376057	13-Feb-04	24-Oct-06		ACHA / GARTEIZ	Granted	78514886	11-Nov-04		ACHA / GARTEIZ	Under examination
China			25-Mar-05	25-Jan-00		ACHA / GARTEIZ	Granted		26-Mar-05			ACHA / GARTEIZ	Granted					
Taiwan		1179530	12-Mar-05	1-Nov-05	31-Oct-15	ACHA / GARTEIZ	Granted	94011604	17-Mar-05	1-Nov-05	31-Oct-15	ACHA / GARTEIZ	Granted					
United Kingdom		23894315	13-Jun-05			ACHA / GARTEIZ	Granted	2394314	13-Jun-05			ACHA / GARTEIZ	Granted					
Germany		3535920	13-Jun-05	1-Feb-06	30-Jun-15	ACHA / GARTEIZ	Granted	6868	13-Jun-05	1-Feb-06	30-Jun-15	ACHA / GARTEIZ	Granted					
France		53387060	13-Jun-05	25-Nov-05	24-Jun-15	ACHA / GARTEIZ	Granted	53387061	13-Jun-05	25-Nov-05	24-Jun-15	ACHA / GARTEIZ	Granted					
Italy		6873	13-Jun-05			ACHA / GARTEIZ	Under examination	6866	13-Jun-05	25-Feb-09	22-Jun-15	ACHA / GARTEIZ	Granted					
Japan		93894	6-Oct-05	9-Nov-07	9-Nov-17	ACHA / GARTEIZ	Granted	4954346	6-Oct-05	19-May-06	19-May-16	ACHA / GARTEIZ	Granted					
Russia								350622	30-Nov-06	20-Mar-08	20-Mar-12	PRODOL	Granted					
Canada									24-Jan-07	11/02/2014		PRODOL	Granted					
Brazil								900171600	30-Nov-06	10-Jun-09		ACHA / GARTEIZ	Granted					
India									30-Nov-06			ACHA / GARTEIZ	Granted					
New Zealand								782303	30-Nov-06	23-Jan-07	23-Jan-17	ACHA / GARTEIZ	Granted					
Australia								1157338	30-Nov-06	22/01/2007	22-Jan-17	ACHA / GARTEIZ	Granted					
Columbia									14-April-10									

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Alonso Salazar, Notary Public of  
Bilbao, *Nihil Prius Fide*]

**IGNACIO ALONSO SALAZAR**

NOTARY PUBLIC

Alameda de Recalde, 34 - 1º dcha.

Tel.: (+34) 944 239 950 – Fax: (+34) 944 236 981  
48009 - BILBAO

NUMBER ONE THOUSAND ONE HUNDRED AND EIGHTY-FIVE. -----

In Bilbao, Spain, on the eighteenth of September in the year two thousand and  
thirteen. -----

Before me, IGNACIO ALONSO SALAZAR, Notary Public of Bilbao and of the  
Illustrious College of Notaries of the Basque Country, -----

**APPEARING:** -----

**As the first party, as transferor:** -----

MR FERNANDO GARTEIZ GANDARIAS, married, with his domicile situated, for the  
purposes of this public deed, at Calle Muelle Tomás Olábarri, número 5, 5º, Getxo (Biscay,  
Spain), and holder of D.N.I. (National Identification Document)/N.I.F. (Tax Registration  
Number) 14.870.109-B. -----

**And as the other party, as transferee:** -----

MR LUIS ANTONIO RUIZ RUIZ, married, resident of Las Arenas-Getxo, with his  
domicile situated at Calle Andrés Larrazabal, número 11, Getxo, Spain, and holder of D.N.I.  
(National Identification Document)/N.I.F. (Tax Registration Number) 16.030.639-F. -----

The aforementioned persons are all of full legal age and of Spanish nationality. -----

I, the Notary Public, have identified the foregoing persons by means of their  
respective National Identification Documents which are numbered as set out hereinabove. ---

**ACTING:** -----

A) Mr Garteiz Gandarias hereby acts in his own name and representation, and  
furthermore acts in the name of and representing the company called "SCB, S.A.", in his  
capacity of Sole Director thereof, being a company of Spanish nationality, with its registered  
office situated at Calle Muelle Tomás Olabarri, número 5, Las Arenas-Getxo (Biscay, Spain),

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with C.I.F. (Corporate Tax Registration Number) A-78362944, incorporated by way of public deed authorised by the Notary Public of Bilbao, Mr José Jesús del Arenal Martínez de Bedoya, dated 24 October 1986, under number 4,484 of his official notary records. The adaptation of the Articles of Association thereof have been registered at the Companies Register of Biscay, at volume 1967, folio 7, section 8, page BI-378, at inscription number 4. The re-election thereof as sole director was registered at inscription number 9 on the company's registration page. -----

I, the Notary Public, hereby expressly record that I have complied with the "true owner" identification obligations as provided for under Act 10/2010, of 28 April, the result of which is recorded in the notary certificate authorised by me, dated 2 March 2011, under number 413 of my official notary records, and the aforementioned legal representative of the foregoing company hereby declares that the content thereof has not been modified in any way whatsoever. -----

B) Mr Ruiz Ruiz hereby acts in the name of and representing the company called "PRODOL MEDITEC, S.A.", in his capacity of empowered person thereof, being a company with its registered office situated at Calle Alameda de Recalde, número 34-3º derecha, Bilbao (Biscay, Spain), and with C.I.F. (Corporate Tax Registration Number) A-95243473, incorporated under the name "PROMONESA, S.L." by way of public deed authorised on 17 January 2003 by the Notary Public of Bilbao, Mr José María Fernández Hernández, under number 582 of his official notary records, and registered at the Companies Register of Biscay, at volume 4257, folio 83, page BI-35986, at inscription number 1. -----

The aforementioned person was expressly empowered to represent the foregoing company by means of public deed authorised on 11 December 2003 by the Notary Public of Bilbao, Mr José María Fernández Hernández, under number 1,908 of his official notary records, and registered, and registered at the Companies Register of Biscay, at volume 4257, folio 88, page BI-35986, at inscription number 5, pursuant to which the foregoing

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Alonso Salazar, Notary Public of  
Bilbao, *Nihil Prius Fide*]

person has been empowered to: "...Purchase ...and by any other legal means whatsoever, acquire ... property of any nature whatsoever, for the price and subject to the terms and conditions which he may freely determine...". -----

I, the Notary Public, hereby expressly record that I have complied with the "true owner" identification obligations as provided for under Act 10/2010, of 28 April, the result of which is recorded in the notary certificate authorised by me, dated 25 January 2010, under number 133 of my official notary records, and the aforementioned empowered person of the company "PRODOL MEDITEC, S.A." hereby declares that the content thereof has not been modified in any way whatsoever. -----

The appearing persons hereby declare that their respective appointments and powers continue in full force and effect and that neither the legal capacity of the respective companies which they represent, the corporate purpose nor the identification information thereof has changed in any way whatsoever. -----

The foregoing terms and provisions have been substantiated by the certified copies of the respective certificates which have been delivered to me, the Notary Public, and I consider, in my judgement, that the accredited powers of representation are sufficient for the execution of this public instrument, in the terms set out hereinabove. -----

In the respective capacities in which they act, I, the Notary Public, hereby declare that the appearing persons have the sufficient legal capacity and legal standing necessary for the execution of this PUBLIC DEED OF TRANSFER OF RIGHTS REGARDING

TRADEMARKS, PATENTS AND INTERNET DOMAINS, and accordingly: -----

**WHEREAS:** -----

I.- "SCB, S.L." is the owner of 10% of the **PATENTS and PATENT APPLICATIONS** in relation to the "LARYNGOSCOPE 0", "LARYNGOSCOPE I", "LARYNGOSCOPE III-HEATER" and "AVANT", which are set out under ANNEX I, a photocopy of which has been delivered to me, the Notary Public, which I hereby attach to this public deed, and the other 90% thereof is owned by the company "PRODOL MEDITEC, S.A.". -----

**OWNERSHIP:** The foregoing ownership is a result of the assignment and transfer in favour thereof effected by Mr Fernando Garteiz Gandarias, by way of public deed authorised on 13 November 2003 by the Notary Public of Bilbao, Mr José María Fernández Hernández, as well by way of grant from the Spanish Patents and Trademarks Office, in accordance with the patent applications filed and in accordance with the international numeration, with the references and dates which are set out under ANNEX I attached hereto. -----

II.- MR FERNANDO GARTEIZ GANDARIAS is the owner of 50% of the **REGISTERED TRADEMARKS:** "AIRTRAQ", "PRODOL" and "SYPD", which are set out under ANNEX II, a photocopy of which has been delivered to me, the Notary Public, which I hereby attach to this public deed, and the other 50% thereof is owned by the company "PRODOL MEDITEC, S.A.". -----

**OWNERSHIP:** The foregoing ownership was acquired by way of the creation thereof, and the trademarks are duly registered in the countries, with the references and dates, which are set out under ANNEX II attached hereto. -----

**OPERATIVE PROVISIONS:** -----

**ONE.-** MR FERNANDO GARTEIZ GANDARIAS, on his own behalf and also in representation of the company "**SCB, S.L.**", HEREBY ASSIGNS AND TRANSFERS all

[Provincial Duty Stamp]

[bears the stamp of the  
Provincial Council of  
Biscay, € 0.15, Fifteen  
Euro Cents]

N 0141214 C

[bears the stamp of Mr Ignacio  
Alonso Salazar, Notary Public of  
Bilbao, *Nihil Prius Fide*]

rights and interests which correspond thereto in respect of: 1) the PATENTS related to the “LARYNGOSCOPE 0”, “LARYNGOSCOPE I” and “LARYNGOSCOPE III-HEATER” and 2) the REGISTERED TRADEMARKS: “AIRTRAQ”, “PRODOL” and “SYPD” in favour of the company “**PRODOL MEDITEC, S.A.**”, duly represented, WHICH HEREBY ACCEPTS AND ACQUIRES THE FOREGOING RIGHTS AND INTERESTS. -----

The foregoing rights and interests are free of all charges and encumbrances. -----

The global price of the foregoing assignment and transfer is that of **FIVE THOUSAND NINE HUNDRED AND TWENTY-FOUR EUROS (€5,924.00)**. Said price is broken-down in the following manner: €5,324.00 corresponds to the patents, which shall be paid by way of bank transfer, the certificate of which shall be delivered to me, and €600.00 corresponds to the trademarks, which has been paid by way of cash payment prior to the execution of this public deed. -----

Said price is a result of the previous transfer in favour of “PRODOL MEDITEC, S.A.” which was formalised by way of public deed authorised by me, the undersigned Notary Public, on 30 May 2013, under number 821 of my official notary records. -----

**TWO.-** All of the notary expenses, tax charges and registration expenses which are payable by reason of the execution of this public deed shall be exclusively for the account and expense of transferee party. -----

=====

I, the Notary Public, hereby notify the appearing persons of the inclusion of their



personal information within the computerised files of this Notary Office, which shall be subject to legally applicable confidentiality obligations, which they hereby accept. -----

I, the Notary Public, hereby effect the legal reservations and warnings to the appearing persons, and in particular in relation to the terms and content of the corresponding sections of the Corporations Act, and for taxation purposes, I hereby inform them of the tax obligations and liabilities which are imposed upon the parties in all material, formal and sanctionary aspects, and of the consequences of all types which would result from the inaccuracy of their declarations. -----

I, the Notary Public, have hereby read the terms of this public instrument to the appearing persons, who waive their right to read it for themselves, which I duly advised them of, and their consent thereto has been freely provided and the terms of this public instrument conform with legal principles and with the duly informed will of the signatory parties, and the appearing persons hereby execute and sign this public deed with me, the Notary Public, which is issued on three folios of Provincial Duty paper, of the series N, letter B, numbered 0141152, 0141153 and 0141154. -----

DUTY APPLICATION. THIRD ADDITIONAL PROVISION OF ACT 8/1989 AND ROYAL DECREE 198/1989. ----- CALCULATION BASE: Declared Value. ----- DUTY APPLIED: numbers 2, 4 and 7 and Rule 4. ----- DUTIES (EXCLUDING VAT): 97.68 EUROS. -----
--

I ATTEST.- The signatures of the appearing persons are affixed hereinbelow.  
Signed, endorsed and sealed: IGNACIO ALONSO SALAZAR. Seal of the Notary Office affixed. -----

[Provincial Duty Stamp]

[bears the stamp of the  
Provincial Council of  
Biscay, € 0.15, Fifteen  
Euro Cents]

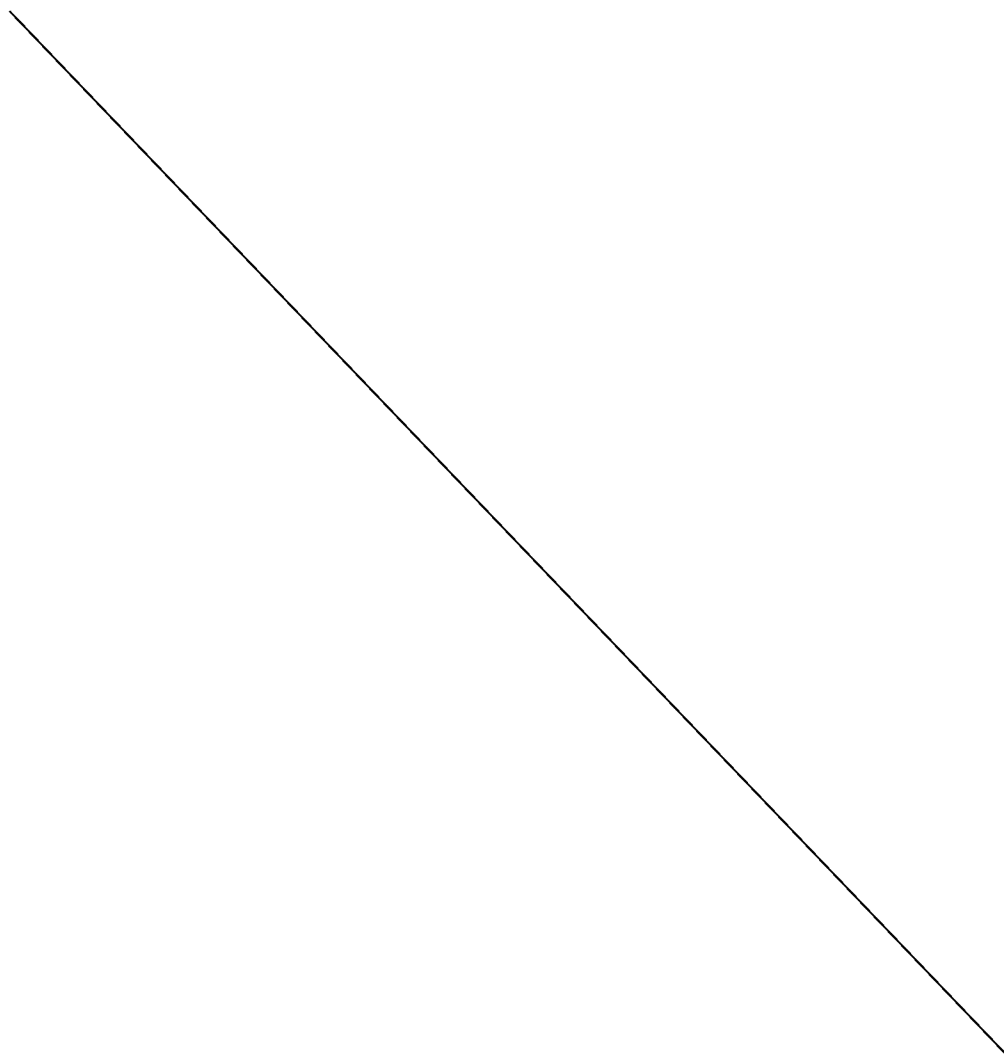
N 0141215 C

[bears the stamp of Mr Ignacio  
Alonso Salazar, Notary Public of  
Bilbao, *Nihil Prius Fide*]

LEGAL FORMALITY: In order to record that on the same day of execution of this public deed I have been duly provided with the bank certificate which substantiates the completion of the bank transfer referred to in this public deed, which I duly attach hereto. I ATTEST.- Signed, endorsed and sealed: IGNACIO ALONSO SALAZAR. Seal of the Notary Office affixed. -----

=====

ATTACHED DOCUMENTS



Doc	Country	Status	R/N:	Owner	Inventor	Description	Application No.	Publication No.	Application Date	Status	Priority No.	Priority Date
1	SP		P 200001004	PAGE 65 & SCB	Gandarias and Fernando Garieiz	LARYNGOSCOPE 0	P200001004	2160551	18-Apr-00	Granted	-	-
1	SP		P 200001005	PAGE 65 & SCB	Gandarias and Fernando Garieiz	LARYNGOSCOPE 0	P200001005	2160552	18-Apr-00	Granted	-	-
Pend	US		AX020088US	PAGE 65 & SCB	Gandarias and Fernando Garieiz	LARYNGOSCOPE I	US 10/257,918	6,843,769	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	04-Oct-00
3	AU		AX020090AU	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	20000276658	2000276658	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	04-Oct-00
No	DE		AX060055DE-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2 (EP1285623)	DE 60028521.5	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
4	GB		AX060056GB-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	EP1285623	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
Pend	FR		AX060057FR-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	EP1285623	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
5	IT		AX060058IT-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2 (EP1285623)	31174BE/2006	04-Oct-00	Granted	PCT/ES00/00376 (P200001004-5)	18-Apr-00
6	NL		AX060059NL-LA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	EP1285623	04-Oct-00	Granted	PCT/ES0000378 (P200001004-5)	18-Apr-00
1	SP		VA060019ES	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE I	EP00966180.2	2265982	04-Oct-00	Granted	PCT/ES00/00376 (P0001004-5)	18-Apr-00
7	JP		AX080125JP	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	2008-551805	2009-523586	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
Pend	US		AX080122US	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	12/160,741	US20100158521	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
Pend	CA		AX080123CA	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	2836845	2636845	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
8	MX		AX080124MX	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	MX/a/2008/00943 7	MX/a/2008/00943 7	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
9	CN		AX080125CN	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	200680051734.6	CN 101370424A	24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
10	HK		AX080126CN+HK	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	09107259.2		24-Jan-06	Granted	PCT/ES06/000025	24-Jan-06
Pend	EP		AX080127EP	PAGE 65 & SCB	Pedro Acha Gandarias	LARYNGOSCOPE III-HEATER	06708844.3	1982640	24-Jan-06	Under examination	PCT/ES06/000025	24-Jan-06
11	PCT		AX060127EP	PAGE 65	Pedro Acha Gandarias	AVANT	PCT/ES20 12/000065	WO 2012/131118 AI	20.03.2012	Under examination	PCT/ES20 12/000065	20.03.2012

[Provincial Duty Stamp]

[bears the stamp of the Provincial Council of Biscay, € 0.15, Fifteen Euro Cents]

N 0141216 C

[bears the stamp of Mr Ignacio Alonso Salazar, Notary Public of Bilbao, *Nihil Prius Fide*]

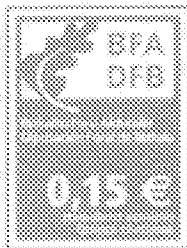
ANNEX II																	
TRADEMARKS STATUS SUMMARY																	
PRODOL						AIR TRAQ						SYPD					
Reference	Application Date	Date of Issue	Renovation Date	Owner	Status	Reference	Application Date	Date of Issue	Renovation Date	Owner	Status	Reference	Application Date	Date of Issue	Owner	Status	
Spain	2586698	2-Mar-04	22-Sep-04	2-Mar-14	ACHA / GARTEIZ	Granted	2586699	2-Mar-04	22-Sep-04	2-Mar-14	ACHA / GARTEIZ	Granted	25867008	2-Mar-04	1-Apr-05	ACHA / GARTEIZ	Granted
European Union	3655081	20-Feb-04	8-Feb-08	20-Feb-14	ACHA / GARTEIZ	Granted	3624004	5-Feb-04	27-Mar-06	5-Feb-14	ACHA / GARTEIZ	Granted	3655131	20-Feb-04	21-Apr-05	ACHA / GARTEIZ	Granted
United States	78514871	11-Nov-04	5-Dec-06	5-Dec-16	ACHA / GARTEIZ	Granted	78376057	13-Feb-04	24-Oct-06		ACHA / GARTEIZ	Granted	78514866	11-Nov-04		ACHA / GARTEIZ	Under examination
China		25-Mar-05	25-Jan-00		ACHA / GARTEIZ	Granted		26-Mar-05			ACHA / GARTEIZ	Granted					
Taiwan	1179530	12-Mar-05	1-Nov-05	31-Oct-15	ACHA / GARTEIZ	Granted	94011604	17-Mar-05	1-Nov-05	31-Oct-15	ACHA / GARTEIZ	Granted					
United Kingdom	23894315	13-Jun-05			ACHA / GARTEIZ	Granted	2394314	13-Jun-05			ACHA / GARTEIZ	Granted					
Germany	3535920	13-Jun-05	1-Feb-06	30-Jun-15	ACHA / GARTEIZ	Granted	6868	13-Jun-05	1-Feb-06	30-Jun-15	ACHA / GARTEIZ	Granted					
France	53387060	13-Jun-05	25-Nov-05	24-Jun-15	ACHA / GARTEIZ	Granted	53387061	13-Jun-05	25-Nov-05	24-Jun-15	ACHA / GARTEIZ	Granted					
Italy	6873	13-Jun-05			ACHA / GARTEIZ	Under examination	6866	13-Jun-05	25-Feb-09	22-Jun-15	ACHA / GARTEIZ	Granted					
Japan	93894	6-Oct-05	9-Nov-07	9-Nov-17	ACHA / GARTEIZ	Granted	4954346	6-Oct-05	19-May-06	19-May-16	ACHA / GARTEIZ	Granted					
Russia							350622	30-Nov-06	20-Mar-08	20-Mar-12	PRODOL	Granted					
Canada								24-Jan-07	11/02/2014		PRODOL	Granted					
Brazil							900171600	30-Nov-06	10-Jun-09		ACHA / GARTEIZ	Granted					
India								30-Nov-06			ACHA / GARTEIZ	Granted					
New Zealand							782303	30-Nov-06	23-Jan-07	23-Jan-17	ACHA / GARTEIZ	Granted					
Australia							1157338	30-Nov-06	22/01/2007	22-Jan-17	ACHA / GARTEIZ	Granted					
Columbia								14-April-10									

THIS IS A TRUE AND ACCURATE COPY OF ITS ORIGINAL, on which I, the Notary Public, hereby record the issue of this certified copy, which I issue at the request of the company "PRODOL MEDITEC, S.A.", duly represented, on five folios of Provincial Duty paper, of the series N, letter B, numbered 0141212, 0141213, 0141214, 0141215 and 0141216. In Bilbao, Spain, on the twentieth of September in the year two thousand and thirteen. I ATTEST.-

*[signature illegible]*

[bears the seal of the General Council of Spanish Notaries, *Nihil Prius Fide*,  
**0188862733**]

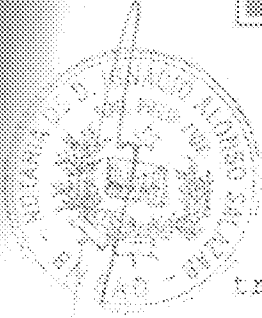
[bears the stamp of Mr Ignacio Alonso Salazar, Notary Public of Bilbao,  
*Nihil Prius Fide*]



N 0141212 C

IGNACIO ALONSO SALAZAR  
NOTARIO

Alda. Resaldie, 34-1ª deha,  
Tel. 94 423 19 30 - Fax 94 423 19 31  
48009 - BILBAO



NÚMERO MIL CIENTO OCHENTA Y CINCO.-----

En Bilbao, a dieciocho de septiembre del dos mil  
trece. -----

Ante mí, IGNACIO ALONSO SALAZAR, Notario de esta  
Villa y del Ilustre Colegio del País Vasco, -----

COMPARECEN:-----

De una parte, como cedente:-----

DON FERNANDO GARTEIZ GANDARIAS, casado, con do-  
micilio a efectos de este otorgamiento en Getxo  
(Vizcaya), calle Muelle Tomás Olabarri nº5, 5º, con  
DNI/NIF 14.870.109-B. -----

De otra parte, como cesionario:-----

DON LUIS ANTONIO RUIZ RUIZ, casado, vecino de  
Las Arenas-Getxo, con domicilio en la calle Andrés  
Larrazabal nº11, con DNI/NIF 16.030.639-F. -----

Mayores de edad y de nacionalidad española.-----

Les identifico mediante sus respectivos Documen-  
tos Nacionales de Identidad de igual numeración a  
los reseñados. -----

INTERVIENEN:-----

A) El Sr. Garteiz Gandarias en su propio nombre  
y derecho, y además en nombre y representación, como  
Administrador Único, de la mercantil "SCB, S.A.", de  
nacionalidad española, con domicilio en Las Arenas-  
Getxo (Bizkaia), calle Muelle Tomás Olabarri 5, y

TRADEMARK

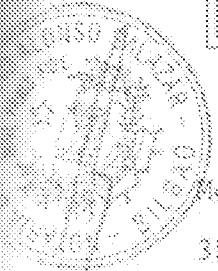
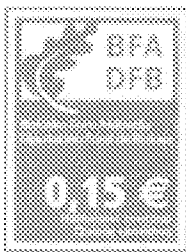
REEL: 005397 FRAME: 0727

C.I.F. A-78362944, constituida en escritura autorizada por el Notario de Bilbao, don José Jesús del Arrenal Martínez de Bedoya el 24 de octubre de 1986, con el número 4.484 de protocolo. La adaptación de Estatutos figura inscrita en el Registro Mercantil de Vizcaya, tomo 1967, folio 7, sección 8, hoja BI-378, inscripción 4ª. Su reelección como administrador único causó la inscripción 3ª de la sociedad. ---

Yo el notario, hago constar expresamente que he cumplido la obligación de identificar al titular real que impone la Ley 10/2010 de 29 de Abril, cuyo resultado consta por acta por mi autorizada el día 2 de marzo del 2011, con el número 413 de mi Protocolo, manifestando no haberse modificado el contenido de la misma. ---

B) El Sr. Roiz Ruiz en nombre y representación, como apoderado de "PRODOL MEDITEC, S.A." domiciliada en Bilbao (Bizkaia), calle Alameda de Recalde número 34-3ª derecha, con C.I.F. A-95242473, constituida bajo la denominación "PROMONESA, S.L." en escritura autorizada el día 17 de enero del 2003 por el notario de Bilbao, don José María Fernández Hernández, con el número 582 de Protocolo, inscrita en el Registro Mercantil de Vizcaya, tomo 4257, folio 83, hoja BI-35986, inscripción 1ª. ---

Nombrado apoderado en escritura autorizada el día 11 de diciembre del 2003 por el notario de Bilbao, don José María Fernández Hernández, con el número 1.908 de Protocolo inscrito en el Registro



Mercantil de Vizcaya, tomo 4257, folio 88, hoja BI-35986, inscripción 5\*, del que resulta facultado para: "... Comprar ... y por cualquier otro título adquirir ... bienes de toda naturaleza, por el precio, pactos y condiciones que libremente determine...".

Yo el Notario hago constar expresamente que he cumplido con la obligación de identificación del titular real que impone la Ley 10/2010, de 28 de abril, cuyo resultado consta en acte por mí autorizada el día 25 de enero del 2010, con el número 133 de mi protocolo, manifestando el representante de la mercantil "PRODOL MEDITEC, S.A." no haberse modificado el contenido de la misma.

Aseguran los comparecientes que sus nombramientos y facultades continúan vigentes y que no ha variado la capacidad de obrar de sus representadas, ni su objeto social ni sus datos identificativos. --

Lo reseñado resulta de copias autorizadas que me han sido exhibidas y considero a mi juicio suficientes las facultades representativas acreditadas para el otorgamiento del presente instrumento público, tal y como se califica. -----

Conforme intervienen, les juzgo con capacidad y legitimación suficientes para el otorgamiento de



esta escritora de TRANSMISIÓN DE DERECHOS SOBRE  
MARCAS, PATENTES Y DOMINIOS, a cuyo efecto: -----

MANIFIESTAN: -----

I.- Que "SCB, S.L.", es propietaria en un 10% de  
las **PATENTES Y SOLICITUDES DE PATENTES** relativas al  
"LARINGOSCOPIO 0", "LARINGOSCOPIO I", "LARINGOSCOPIO  
III HEATER" y "AVANT", que resultan del ANEXO I,  
cuya fotocopia se entregan y dejo unido a la presen-  
te, siendo propietario del otro 90% la mercantil  
"PRODOL MEDITEC, S.A.". -----

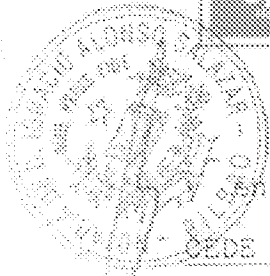
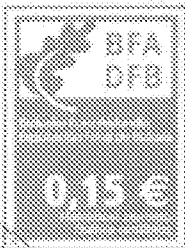
**TÍTULO:** Por cesión a su favor realizada por don  
Fernando Garteiz Gandarias, en escritura autorizada  
el día 13 de noviembre del 2003 por el notario de  
Bilbao, don José María Fernández Hernández, así como  
por concesión de la Oficina de Patentes y Marcas  
según solicitudes presentadas y conforme al número  
de orden internacional, con las referencias y fechas  
que constan en el ANEXO I incorporado. -----

II.- Que DON FERNANDO GARTEIZ GANDARIAS es pro-  
pietario en un 50%, de las **MARCAS REGISTRADAS**  
"AIRTRAQ", "PRODOL", y "SYPO", que resultan del  
ANEXO II, cuya fotocopia se entregan y dejo unida a  
la presente, siendo propietario del otro 50% la  
mercantil "PRODOL MEDITEC, S.A.". -----

**TÍTULO:** Adquirió por creación propia, y están  
registradas en los países, con las referencias y  
fechas, que constan en el ANEXO II incorporado. -----

DISPONEN: -----

PRIMERO. - DON FERNANDO GARTEIZ GANDARIAS, por sí



representación de la mercantil "SCB, S.L.",  
CEDE Y TRANSMITE cuantos derechos e intereses les  
 correspondan en: 1) las PATENTES relativas al  
 "LARINGOSCOPIO 6", "LARINGOSCOPIO I" y  
 "LARINGOSCOPIO III HEATER", y 2) las MARCAS  
REGISTRADAS "AIRTRAQ", "PRODOL", y "SYPO", a la  
 mercantil "PRODOL MEDITEC, S.A.", QUE ACEPTA Y  
ADQUIERE, debidamente representada. -----

Libres de cargas.-----

El precio global de esta cesión es de CINCO MIL  
 NOVECIENTOS VEINTICUATRO EUROS (5.924'00 €). Dicho  
 precio queda desglosado de la siguiente forma:  
 5.324'00 € corresponden a las patentes, que se  
 abonarán mediante transferencia bancaria y cuyo  
 certificado me entregarán, y 600'00 € a las marcas,  
 los cuales han sido abonados en metálico con ante-  
 rioridad a este acto. -----

Dicho precio deviene de la transmisión anterior  
 a favor de "PRODOL MEDITEC, S.A." formalizado en  
 escritura por mi autorizada el día 30 de mayo del  
 2013 con el número 821 de mi protocolo. -----

SEGUNDO.- Todos los gastos notariales, fiscales  
 y registrales que se originen por el presente otór-  
 gamiento serán de cuenta y cargo de la parte adqui-  
 rente. -----

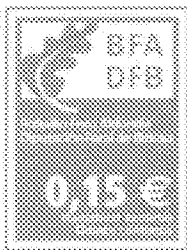
-----  
Informo al/los compareciente/s de la incorporación de sus datos a los ficheros informáticos de esta Notaría, datos a los que se aplicará la confidencialidad legalmente exigible, todo lo cual aceptá/n. -----

Hago a los comparecientes las reservas y advertencias legales, en particular y a efectos fiscales, advierto de las obligaciones y responsabilidades tributarias que incumben a las partes en su aspecto material, formal y sancionador, y de las consecuencias de toda índole que se derivarían de la inexactitud de sus declaraciones. -----

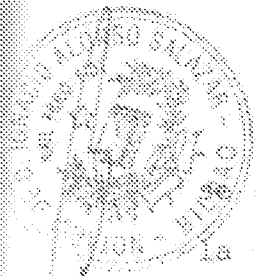
Leo esta escritura a los comparecientes, que renuncian a leerla por sí mismos, derecho que les advierto tienen, cuyo consentimiento ha sido libremente prestado y se adecua a la legalidad y a la voluntad debidamente informada de los otorgantes, y la otorgan y firman conmigo, el Notario, que da su contenido extendido en tres folios del Timbre Foral, de la serie N, letra E, números 0141152, 0141153, 0141154. -----

APLICACIÓN DEL ARANCEL. DISPOSICIÓN ADICIONAL 3ª, LEY 8/1989 Y REAL DECRETO 198/1989. ----- BASE DE CÁLCULO: Valor Declarado. ----- ARANCEL APLICADO: números 2, 4 y 7 y Norma 4ª. -- DERECHOS SIN IVA: 97'68 EUROS. -----
---

DOY FE.- Están las firmas de los comparecientes.  
Signado, firmado y rubricado: IGNACIO ALONSO SALAZAR. Sello de la notaría. -----



N 0141215 C



DILIGENCIA: Para hacer constar que el mismo día  
se me hace entrega, y dejo unida a la presente, de  
la certificación bancaria acreditativa de la trans-  
ferencia bancaria a la que se ha hecho referencia en  
la escritura que precede. DOY FE.- Signado, Firmado  
rubricado: IGNACIO ALONSO SALAZAR. Sello de la  
Notaría.

DOCUMENTOS UNIDOS

Des.	Trade	Status	WIPO	Trador	Inventor	Resolución	No. Solicitud	No. Publicación	Resolución	Examinable	No. Publicación	Propiedad
113	113	113	2001/0104	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0104	2001/0104	10-abr-01	Comunicable	2001/0104	10-abr-01
113	113	113	2001/0105	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0105	2001/0105	10-abr-01	Comunicable	2001/0105	10-abr-01
113	113	113	2001/0106	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0106	2001/0106	10-abr-01	Comunicable	2001/0106	10-abr-01
113	113	113	2001/0107	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0107	2001/0107	10-abr-01	Comunicable	2001/0107	10-abr-01
113	113	113	2001/0108	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0108	2001/0108	10-abr-01	Comunicable	2001/0108	10-abr-01
113	113	113	2001/0109	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0109	2001/0109	10-abr-01	Comunicable	2001/0109	10-abr-01
113	113	113	2001/0110	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0110	2001/0110	10-abr-01	Comunicable	2001/0110	10-abr-01
113	113	113	2001/0111	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0111	2001/0111	10-abr-01	Comunicable	2001/0111	10-abr-01
113	113	113	2001/0112	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0112	2001/0112	10-abr-01	Comunicable	2001/0112	10-abr-01
113	113	113	2001/0113	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0113	2001/0113	10-abr-01	Comunicable	2001/0113	10-abr-01
113	113	113	2001/0114	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0114	2001/0114	10-abr-01	Comunicable	2001/0114	10-abr-01
113	113	113	2001/0115	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0115	2001/0115	10-abr-01	Comunicable	2001/0115	10-abr-01
113	113	113	2001/0116	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0116	2001/0116	10-abr-01	Comunicable	2001/0116	10-abr-01
113	113	113	2001/0117	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0117	2001/0117	10-abr-01	Comunicable	2001/0117	10-abr-01
113	113	113	2001/0118	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0118	2001/0118	10-abr-01	Comunicable	2001/0118	10-abr-01
113	113	113	2001/0119	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0119	2001/0119	10-abr-01	Comunicable	2001/0119	10-abr-01
113	113	113	2001/0120	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0120	2001/0120	10-abr-01	Comunicable	2001/0120	10-abr-01
113	113	113	2001/0121	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0121	2001/0121	10-abr-01	Comunicable	2001/0121	10-abr-01
113	113	113	2001/0122	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0122	2001/0122	10-abr-01	Comunicable	2001/0122	10-abr-01
113	113	113	2001/0123	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0123	2001/0123	10-abr-01	Comunicable	2001/0123	10-abr-01
113	113	113	2001/0124	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0124	2001/0124	10-abr-01	Comunicable	2001/0124	10-abr-01
113	113	113	2001/0125	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0125	2001/0125	10-abr-01	Comunicable	2001/0125	10-abr-01
113	113	113	2001/0126	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0126	2001/0126	10-abr-01	Comunicable	2001/0126	10-abr-01
113	113	113	2001/0127	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0127	2001/0127	10-abr-01	Comunicable	2001/0127	10-abr-01
113	113	113	2001/0128	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0128	2001/0128	10-abr-01	Comunicable	2001/0128	10-abr-01
113	113	113	2001/0129	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0129	2001/0129	10-abr-01	Comunicable	2001/0129	10-abr-01
113	113	113	2001/0130	PAGE 65 y 66	Andrés y Fernando Carrera	LARHGO3000000	2001/0130	2001/0130	10-abr-01	Comunicable	2001/0130	10-abr-01



ES COPIA EXACTA DE SU MATRIZ, donde queda anotado que expide a instancia de la Mercantil "PRODOL MEDITEC, S.A.", debidamente representada, en cinco folios del Timbre Foral, serie N, letra B números, 0141212, 0141213, 0141214, 0141215, 0141216. En Bilbao, a veinte de septiembre del dos mil trece. DGY PE.-

