

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMS, Gesellschaft für medizinische Sondentechnik mbH		06/01/2016	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Integra NeuroSciences Implants (France) SAS		
Street Address:	2905 Route des Dolines-Sophia Antipolis		
City:	Biot		
State/Country:	FRANCE		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1907222	LICOX	
Registration Number:	2666518	LICOX	
CORRESPONDENCE DATA			
Fax Number:	6092751082		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	609-275-0500		
Email:	natalia.barreto-powell@integralife.com		
Correspondent Name:	Natalia Barreto-Powell		
Address Line 1:	311 Enterprise Drive		
Address Line 4:	Plainsboro, NEW JERSEY 08536		
NAME OF SUBMITTER:	Natalia Barreto-Powell		
SIGNATURE:	/Natalia Barreto-Powell/		
DATE SIGNED:	01/30/2017		
Total Attachments: 7			
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ANNEX A

THIS DEED OF ASSIGNMENT is made the 1st day of June 2016

BETWEEN:

(1) GMS, Gesellschaft für medizinische Sendertechnik mbH a company incorporated in Germany, registered in the commercial register of the local court of Kiel under HRB 1428 KI, whose registered office is at Dorfstrasse 2a, 24247 Mielkendorf, Germany (the "Assignor");

and

(2) Integra NeuroSciences Implants (France) SAS a company incorporated in France, registered in the commercial register of Antibes under number 411 589 071, whose registered office is at 2905, route des Dolines, Sophia Antipolis, 06410 Biot, France (the "Assignee");

Each a "Party" and together the "Parties"

WHEREAS:

- (D) The Assignor is the proprietor of the Assigned Rights (as defined below).
- (E) Pursuant to the Sale Agreement entered into by the Assignor and Assignee with effect as from June 1st, 2016, the Parties have agreed that the Assignor shall assign to the Assignee the Assigned Rights. The purpose of this Deed of Assignment is to effect the assignment of the Assigned Rights, and to stand for the purposes of records at the relevant trade mark registries, when required.

NOW IN CONSIDERATION of the Assignee paying to the Assignor the Fees and of the mutual rights and obligations of the parties it is agreed as follows:

5. DEFINITIONS

5.1 In this Deed (including in the Recitals), the following words and expressions shall have the following meanings:

"Assigned Rights" means all Intellectual Property Rights in or relating to the Devices, Inventions, Patents, Trade Marks and Know-How, including the goodwill of the business of the Assignor connected to or associated with the foregoing;

"Intellectual Property Rights" means all intellectual property rights, including (without limitation) patents, supplementary protection certificates, petty patents, utility models, know-how, trade secrets, business names, domain names, trade marks, database rights, rights in designs, copyrights, moral rights and topography rights, whether or not any of these rights are registered, and including applications and the right to apply

for registration of any such rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions;

"Devices" means all versions of all medical devices and associated technology and equipment designed, manufactured, licensed and/or sold by or on behalf of the Assignor under the LICOX names, including without limitation:

- Brain Tissue Oxygen Monitoring System

"Fees" means the sum by way of consideration as defined in the Sale Agreement;

"Inventions" means all inventions embodied in the Devices;

"Know-How" means all information (including, but not limited to, know-how, data, information experience and expertise) relating to the Devices and inventions;

"Patents" means all patents and patent applications set out in Schedule 1; and

"Trade Marks" means the trade marks set out in Schedule 2.

6. ASSIGNMENT

6.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, to the extent that it owns the same, including:

6.1.1 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used;

6.1.2 the right to apply for and obtain patent, trade mark, domain name or other similar protection or registration throughout the world in respect of the Assigned Rights, and the absolute entitlement to any registrations granted pursuant to such applications;

6.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief, and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed; and

- 6.1.4 the full and exclusive benefit of such rights, privileges and advantages associated with the Inventions throughout the world including, but not limited to, the right to file divisional applications, continued prosecution applications, continuation applications, continuations in part applications and the rights to any patents granted from such applications.
- 6.2 The foregoing assignment shall where possible under applicable law:
- 6.2.1 include the full and exclusive benefit of the same throughout the world for the whole term of the respective rights, together with all accrued rights of action and the right to recover and retain damages in relation thereto, to hold the foregoing unto the Assignee its successors in title and assigns absolutely;
- 6.2.2 operate by way of present assignment of all present and future right, title and interest throughout the world; and
- 6.2.3 include the right to apply for patent, trade mark or other protection or registration anywhere in the world in respect of the Intellectual Property Rights.
- 6.3 Insofar as is permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all moral rights in the Work to which the Assignor is now or may at any time in the future be entitled.

7. FURTHER ASSURANCE

- 7.1 The Assignor undertakes at the request and at the expense of the Assignee to do all such acts and/or execute or procure the execution of all such documents as may reasonably be required to vest the Assigned Rights in the Assignee or otherwise perfect the legal and beneficial title of the Assignee in and to all of the Assigned Rights free from all encumbrances and adverse interests of any kind and prior to such doing, executing or procuring the Assignor shall hold the legal estate in the Works in trust for the Assignee.
- 7.2 The Assignor irrevocably appoint the Assignee as its attorney in its name and on its behalf to execute any instrument or do anything as may be required by the Assignee to vest in and secure to the Assignee the full benefit of this Deed and the rights and benefits to be transferred or granted to the Assignee under this Deed, including the ability to register or record in its own name the Assigned Rights.
- 7.3 The Assignor agrees to promptly give the Assignee, at the Assignee's expense, such assistance as the Assignee may reasonably require to enable or assist the Assignee to bring or defend any allegation, claim or proceedings relating to the Assigned Rights including for infringement, opposition or cancellation.
- 7.4 The Assignor agrees, upon request by the Assignee, to transfer and deliver up to the Assignee all files and records, original and copy text, materials and documents in any and all media and copy media (in whatever form) carrying or containing any of the Assigned Rights or any part thereof without retaining any originals or copies of such documents and media.

8. WARRANTIES

8.1 The Assignor hereby represents, warrants and undertakes to the Assignee that:

8.1.1 the Assignor is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;

8.1.2 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;

8.1.3 it is unaware of any infringement or likely infringement of any of the Assigned Rights;

8.1.4 so far as it is aware:

8.1.4.1 all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;

8.1.4.2 exploitation of the Assigned Rights will not infringe the rights of any third party;

8.1.4.3 the Assigned Rights comprise original works which have not been copied wholly or substantially from any other source.

9. ENTIRE AGREEMENT

9.1 This Deed and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Deed.

9.2 Each of the parties acknowledges and agrees that in entering into this Deed and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Deed or not) other than as expressly set out in this Deed.

9.3 Nothing in this Clause shall operate to limit or exclude any liability for fraud.

10. GENERAL

10.1 To the extent permitted by law all provisions of this Deed shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

10.2 This Deed may be executed in any number of counterparts and by the parties on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

- 10.3 This Deed shall be governed by French law.
- 10.4 The parties agree to settle amicably any disputes which may arise as regards to the application of this Deed.
- 10.5 In the event of such a dispute, the competent court shall be that with jurisdiction in the place where the Assignee has its registered office on the date on which the dispute in question arose.

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.



EXECUTED as a DEED by _____) Managing Director's
 GMS, Gesellschaft für medizinische) Signature _____
 Sondentechnik mbH

Neal Glueck

acting by: _____) Print Name Neal Glueck

Signature of Witness *Donna Wendt*

Name of Witness Donna Wendt

Address 311 Enterprise Dr

Plainsboro, NJ 08536

Occupation Sec. Admin. Assistant

EXECUTED as a DEED by _____) President's
 Integra NeuroSciences Implants) Signature _____
 (France) SAS

Neal Glueck

acting by: _____) Print Name Neal Glueck

Signature of Witness *Donna Wendt*

Name of Witness Donna Wendt

Address 311 Enterprise Dr

Plainsboro, NJ 08536

Occupation Sec. Admin. Assistant

SCHEDULE 1

Country	Patent Number	Grant Date	Application Number	Application Date	Title	Publication Number	Expiration Date
United States	6088743	5/30/2000	09/11/127	2/13/1997	Brain-p02 Measuring Device		2/13/2017
Germany	99707660	7/31/2002	97903272.9	2/13/1997	Brain-p02 Measuring Device	EP680339	2/13/2017
Great Britain	880339	7/31/2002	97903272.9	2/13/1997	Brain-p02 Measuring Device	EP680339	2/13/2017
United States	6454774	9/24/2002	08/674990	5/10/1999	Device for Introducing Brain Probes		5/10/2019
Germany	99911703	3/2/2005	99923553.4	5/7/1999	Device for Introducing Brain Probes	EP1077638	5/7/2019
Great Britain	1077638	3/2/2005	99923553.4	5/7/1999	Device for Introducing Brain Probes	EP1077638	5/7/2019
France	1077638	3/2/2005	99923553.4	5/7/1999	Device for Introducing Brain Probes	EP1077638	5/7/2019
Germany	19826078	8/19/1998	19826078.4	8/12/1998	Brain Measurement Probe Assembly		8/12/2018

SCHEDULE 2

Mark	Country	Registration Number	Registration Date	Class	Application Number	Application Date
LICOX	Germany	1182548	11/27/1991	10	1182548	7/13/1990
LICOX	United States	1907222	7/25/1995	10	74/527758	5/23/1994
LICOX	United States	2666518	12/24/2002	10	78/043207	1/15/2001
LICOX	China P.R.	12248923	8/14/2014	10	12248923	3/12/2013
LICOX	India	2530878	12/29/2014	10	2530878	5/14/2013