

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TALON MEDICAL, LLC		02/17/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	CIRCA SCIENTIFIC, INC.		
Street Address:	14 Inverness Drive East		
Internal Address:	Suite H-136		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5428915	ROOK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	646-971-0685		
Email:	uspto@bochnerip.com		
Correspondent Name:	Andrew D. Bochner		
Address Line 1:	295 Madison Avenue		
Address Line 2:	12th Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Andrew D. Bochner		
SIGNATURE:	/Andrew D Bochner/		
DATE SIGNED:	02/22/2023		
Total Attachments: 6			
source=ROOK Intellectual Property Assignment FULLY EXECUTED 2 17 23#page1.tif			
source=ROOK Intellectual Property Assignment FULLY EXECUTED 2 17 23#page2.tif			
source=ROOK Intellectual Property Assignment FULLY EXECUTED 2 17 23#page3.tif			

OP \$40.00 5428915

source=ROOK Intellectual Property Assignment FULLY EXECUTED 2 17 23#page4.tif

source=ROOK Intellectual Property Assignment FULLY EXECUTED 2 17 23#page5.tif

source=ROOK Intellectual Property Assignment FULLY EXECUTED 2 17 23#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (ROOK)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**IP Assignment**"), dated as of February 17, 2023, is by and between TALON MEDICAL, LLC d/b/a Talon Surgical, a Utah limited liability company ("**Seller**"), with offices located at 6030 West Harold Gatty Drive Salt Lake City, UT 84116, and CIRCA SCIENTIFIC, INC., a Delaware corporation ("**Buyer**"), with offices located at 14 Inverness Drive East, Suite H-136, Englewood, Colorado, 80112 (each referred to as a "**Party**" and collectively, the "**Parties**"), pursuant to an Asset Purchase Agreement, dated as of the date hereof (the "**Asset Purchase Agreement**") by and among Seller, Biomerics, Inc., and Buyer.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) for valuable consideration from the Seller to the Buyer, the receipt and adequacy of which are hereby acknowledged, and in accordance with the Asset Purchase Agreement entered into by an between the Parties, the Seller hereby conveys, transfers and assigns to the Buyer, its lawful successors and assigns, and in the future hereby agree to convey, transfer and assign, the entire and exclusive right, title, and interest in and to the patents and patent applications, including those set forth in Schedule 1 hereto, and all patents that may be granted therefor in the United States and all other countries, territories, and jurisdictions in the world (collectively, the "**Countries**"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof in all Countries (collectively, the "**Patents**") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Patents in all of the Countries;

(b) the trademark registrations and applications set forth in Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing (15 U.S.C. § 1060(a)(1));

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) all other acquired Intellectual Property, including the Intellectual Property Assets (as such terms are defined in the Asset Purchase Agreement); and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

The Parties hereby grant Bochner IP the power to insert on this IP Assignment any further identification information, including an application number and filing date, as may be necessary or desirable.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereby acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in

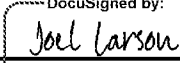
accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

Talon Medical, LLC d/b/a Talon Surgical

By:  _____
DocuSigned by:

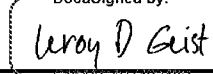
Name: Joel Larson
14B6CD457EB148E...

Title: Authorized Manager

Address for Notices:
6030 West Harold Gatty Drive
Salt Lake City, UT 84116
Attention: CEO
Email: tsessions@biomerics.com

**AGREED TO AND ACCEPTED
BY BUYER:**

Circa Scientific, Inc.

By:  _____
DocuSigned by:

Name: Lee Geist
C162AC4B1740248B...

Title: CEO

Address for Notices:
14 Inverness Drive East, STE H-136
Englewood, CO 80112
Attention: Chief Executive Officer
Email: lee.geist@circascientific.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (ROOK) - FEBRUARY 2023]

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

TITLE	JURISDICTION	APPLICATION NUMBER	FILING DATE	Patent #	Status
TISSUE ENGAGEMENT DEVICES, SYSTEM, AND RELATED METHODS	U.S.	62/260,212	11/25/2015	N/A	Expired
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	U.S.	15/361,312	11/25/2016	10,631,840	Issued
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	U.S.	16/841,434	04/06/2020	N/A	Allowed
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	PCT	PCT/US2016/063772	11/25/2016	N/A	Expired
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	BR (Brazil)	112018010622-4	11/25/2016	N/A	Allowed
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	CN (China)	201680068729.X	11/25/2016	108289659	Issued
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	EP (Europe)	16869337.2	11/25/2016	N/A	Pending
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	JP (Japan)	2018-526813	11/25/2016	7058218	Issued
TISSUE ENGAGEMENT DEVICES, SYSTEMS, AND METHODS	KR (Korea)	10-2018-7015280	11/25/2016	N/A	Pending

SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	COUNTRY	SERIAL NO.	FILING DATE	REGISTRATION NO.	TRADEMARK CLASS CODE AND DESCRIPTION	STATUS
ROOK	U.S.	86884023	01/22/2016	5428915	Class 10 - Medical devices for use in surgery, namely, surgical devices for separating biologic tissue.	Registered
ROOK	CA (Canada)	1792375	07/20/2016	TMA1031327	Class 10 - Medical devices for use in surgery, namely, surgical instruments for separating biologic tissue	Registered
ROOK	AU (Australia)	1802337	07/19/2016	1802337	Class 10 - medical devices for use in surgery, namely, surgical devices for separating biologic tissue.	Registered
ROOK	BR (Brazil)	911365923	07/21/2016	911365923	Class 10 – Medical devices for separating tissue layers.	Registered
ROOK	CN (China)	1313480	07/19/2016	1313480	Class 10 - Medical devices for use in surgery, namely, surgical instruments for separating biologic tissue.	Registered
ROOK	EU	1313480	07/19/2016	1313480	Class 10 - medical devices for use in surgery, namely, surgical instruments for separating biologic tissue.	Registered
ROOK	JP (Japan)	1313480	07/19/2016	1313480	Class 10 - medical devices for use in surgery, namely, surgical instruments for separating biologic tissue.	Registered
ROOK	UK	1313480	07/19/2016	UK0091313480	Class 10 - medical devices for use in surgery, namely, surgical instruments for separating biologic tissue.	Registered
ROOK	Madrid (WIPO)	N/A	07/19/2016	1313480	Class 10 – Medical devices for use in surgery, namely, surgical devices for separating biologic tissue.	N/A