

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI80327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<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>
NDI Medical, LLC		01/27/2024	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	SPR Therapeutics, Inc.		
<b>Street Address:</b>	22901 MILLCREEK BLVD., SUITE 110		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44122		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3178728	MICROPULSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	216-348-5400		
<b>Email:</b>	IPMailbox@mcdonaldhopkins.com,khefner@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	Kimberly Hefner		
<b>Address Line 1:</b>	McDonald Hopkins LLC		
<b>Address Line 2:</b>	600 Superior Avenue, East, Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-2653		
<b>ATTORNEY DOCKET NUMBER:</b>	19701-00022		
<b>NAME OF SUBMITTER:</b>	KIMBERLY HEFNER		
<b>SIGNATURE:</b>	KIMBERLY HEFNER		
<b>DATE SIGNED:</b>	03/08/2024		
<b>Total Attachments: 5</b>			
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## **PATENT AND TRADEMARK ASSIGNMENT AGREEMENT**

This Patent and Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective this 27th day of January 2024 (the “Effective Date”), by and among NDI Medical, LLC, an Ohio limited liability company (“Assignor”) and SPR Therapeutics, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks set forth on *Schedule A* attached hereto and incorporated herein by this reference, including, without limitation all registrations and applications therefor (the “Trademarks”);

WHEREAS, Assignor owns all right, title, and interest in and to the patents set forth on *Schedule A* attached hereto and incorporated herein by this reference, including, without limitation all registrations and applications therefor (the “Patents”);and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Trademarks and all goodwill associated with the Patents and Trademarks.

NOW, THEREFORE, in consideration of Ten Dollars (USD \$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, Assignor hereby conveys, transfers, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill associated therewith and symbolized thereby, all registrations and applications therefore, all renewals and extensions of such registrations and applications, and all corresponding rights that are or may be secured under applicable laws, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment shall also include all rights to collect royalties, products, and proceeds in connection with the Trademarks, all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violations of the Trademarks, all rights to recover damages or lost profits in connection therewith, and all other rights corresponding thereto.

2. As of the effective date written above, Assignor hereby conveys, transfers, and assigns to Assignee all right, title, and interest in and to the Patents in and throughout the United States of America, its territories and all foreign countries, including the right to claim priority under United States law, any applicable foreign country’s law, or international convention, and all provisionals, non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes and extensions of any of the foregoing, all rights to sue for past, present and future infringements, whether arising prior to or subsequent to the date of this Assignment, together with all causes of action and the right to collect damages and costs for all past, present and future infringements, the same to be held and enjoyed by the said Assignee, its

successors and assigns, from and after the effective date above, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further agrees to execute such further documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Assignee under this Assignment.

3. Assignee shall record this Assignment with the Intellectual Property Offices of the United States and Japan.

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

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflict of law principles.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

Assignor:

**NDI Medical, LLC**

By:

DocuSigned by:  
*Len Cosentino*  
EA9D0000004074E...

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Signature

Len Cosentino

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Printed Name

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Title

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3/7/2024

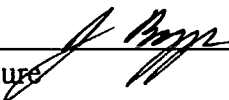
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Date

Assignee:

**SPR Therapeutics, Inc.**

By:

Signature 

Printed Name Joseph Boggs

Title CSO and SVP of R&D

Date 3-6-24

**Schedule A**  
to Patent and Trademark Assignment Agreement

## Trademarks:

Country	Trademark	Application No.	Registration No.
United States	MICROPULSE	78581524	3178728

## Patents:

Country	Title	Patent No.	Issue Date
Japan	PORTABLE ASSEMBLIES SYSTEMS AND METHODS FOR PROVIDING FUNCTIONAL OR THERAPEUTIC NEUROSTIMULATION	5676445	1/9/2015
Japan	PORTABLE PERCUTANEOUS ASSEMBLIES, SYSTEMS AND METHODS FOR PROVIDING HIGHLY SELECTIVE FUNCTIONAL OR THERAPEUTIC NEUROMUSCULAR STIMULATION	4125339	5/16/2008
Japan	PORTABLE PERCUTANEOUS ASSEMBLIES, SYSTEMS AND METHODS FOR PROVIDING HIGHLY SELECTIVE FUNCTIONAL OR THERAPEUTIC NEUROMUSCULAR STIMULATION	4125357	5/16/2008