

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCENTUS MEDICAL LIMITED		09/11/2018	LIMITED: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NuVision Engineering, Inc.		
Street Address:	2403 Sidney Street, Suite 700		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15203		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2536991	PRESCON	
CORRESPONDENCE DATA			
Fax Number:	3124199440		
<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:	312-628-5529		
Email:	filing.us@dennemeyer-law.com		
Correspondent Name:	Victoria Friedman		
Address Line 1:	2 North Riverside Plaza, Suite 1500		
Address Line 4:	CHICAGO, ILLINOIS 60606		
NAME OF SUBMITTER:	Victoria Friedman		
SIGNATURE:	/VFR/		
DATE SIGNED:	05/14/2019		
Total Attachments: 6			
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source=AD_Accentus_NuVision#page2.tif			
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OP \$40.00 2536991

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT dated 11 September 2018 is made by:

- (1) **Accentus Medical Limited**, a company incorporated and registered in England and Wales with company number 04146523, whose registered office is at 528.10 Unit 2, Rutherford Avenue, Harwell Campus, Didcot, Oxfordshire, OX11 0DF, UK (**Assignor**); and
- (2) **NuVision Engineering, Inc.**, a Pennsylvania corporation, whose principal address is at 2403 Sidney Street, Suite 700, Pittsburgh, Pennsylvania, 15203, USA (**Assignee**).

WHEREAS:

- A. The Assignor is the owner of the Business Intellectual Property (defined below).
- B. The Assignor and the Assignee were party to the Original Agreement (defined below) pursuant to which the Business Intellectual Property was licensed by the Assignor to the Assignee.
- C. The Assignor wishes to assign and transfer all its right, title and interest in and to the Business Intellectual Property to the Assignee, all in accordance with the provisions of this Assignment.

THIS ASSIGNMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS

1.1 In this Assignment, the following words shall have the following meanings:

Business Intellectual Property	All Power Fluidics Technology (including but not limited to that arising under or in connection with the Power Fluidics Technology Agreement), Power Fluidics Intellectual Property and Power Fluidics Know How and all associated Intellectual Property owned by the Assignor at the Effective Date together with all Improvements, but excluding the V-TEX Technology and the Choke Valve Technology.
Choke Valve Technology	As defined in clause 1 of the Original Agreement.
Effective Date	The date of this Assignment.
Goodwill	Any goodwill attaching to and symbolised by the Business Intellectual Property.
Intellectual Property	As defined in clause 1 of the Original Agreement.
Improvements	Each and any Improvement as defined in clause 1 of the Original Agreement.
Original Agreement	That agreement entered into between Accentus plc and AEA Technology Engineering Services, Inc. on around 7 June 2006 (a copy of which appears in Schedule 2).
Parties	The Assignor and the Assignee (and the term "Party" shall mean either of them).

Power Fluidics Intellectual Property As defined in clause 1 of the Original Agreement.

Power Fluidics Know-How As defined in clause 1 of the Original Agreement.

Power Fluidics Technology As defined in clause 1 of the Original Agreement.

Power Fluidics Technology Agreement As defined in clause 1 of the Original Agreement.

V-TeX Technology As defined in clause 1 of the Original Agreement.

2. ASSIGNMENT

2.1 In consideration of the sum of \$10,000 USD now paid by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor hereby assigns and transfers to the Assignee absolutely and with full title guarantee all their respective rights, title and interests in and to the Business Intellectual Property, which assignment and transfer is hereby accepted by the Assignee.

2.2 The assignment effected by this Clause 2 shall include the assignment and transfer of:

- (a) all of the trade marks listed in Schedule 1, as well as all trade marks that may derive priority or seniority from such trade marks in any country of the world (and including all extensions, renewals and restorations), and the Business Intellectual Property shall be deemed to include all such items of property;
- (b) all rights to the software listed in schedule 1 (including title to, and rights to use, modify and exploit such software);
- (c) such rights, if any, as may be conveyed by the ownership of the Business Intellectual Property in respect of registering (i) the name of any company or other corporation; and (ii) any domain name;
- (d) the entire right, title and interest in and to the existing and/or future copyright and rights in the nature of copyright that may subsist in the Business Intellectual Property throughout the world for the full term of the copyright in them and all renewals or extensions of such rights; and
- (e) all rights of action, powers and benefits arising from ownership of the Business Intellectual Property, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on, or after the date of this Assignment.

2.3 The Assignor shall (a) execute, acknowledge, and deliver such further documents; and (b) give such assistance; as the Assignee may require at the Assignee's reasonable expense to secure the vesting in the Assignee of all rights in the Business Intellectual Property.

3. UNDERTAKINGS

3.1 The Assignor warrants and undertakes that:

- (a) it shall not, and shall not permit any third party to, use the Business Intellectual Property or any name that is similar (in the reasonable opinion of the Assignee) to any Business Intellectual Property;

- (b) it has not, since entering into the Original Agreement, assigned, licensed, encumbered or otherwise disposed of any Business Intellectual Property and will not from the Effective Date endeavour to take any such steps;
- (c) it shall not, and shall not permit or assist any third party to, design, make, manufacture, import, export, sell, provide (or offer to do any of those acts in relation to) any product or services that are the same as or similar or equivalent to (in the reasonable opinion of the Assignee) the products anticipated or embodied by the Business Intellectual Property; and
- (d) if required to do so by the Assignee, the Assignor will make such acknowledgements to third parties as the Assignee may reasonably require stating that the Assignee owns the Business Intellectual Property and the Goodwill.

4. GENERAL

- 4.1 In this Assignment, (a) references to Clauses and Schedules mean clauses of, and schedules to, this Assignment; (b) the headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Assignment; (c) where the word "include" or "including" is used it shall be understood as meaning "include without limitation" or "including without limitation" as appropriate; (d) the provisions of the Schedules shall form part of this Assignment as if set out here; and (e) where an obligation is stated to be given by the Assignors, each of the Assignors shall have a separate and independent obligation to perform it.
- 4.2 The validity, construction and performance of this Assignment shall be governed by English law. Any dispute arising under or in connection with this Assignment shall be subject to the non-exclusive jurisdiction of the English courts, to which the Parties hereby submit. Notwithstanding the preceding sentence, any question concerning the validity of any intellectual property right shall be subject to the law and jurisdiction of the country in which such intellectual property right exists.
- 4.3 This Assignment does not create any right enforceable by any person who is not a Party.
- 4.4 For the avoidance of doubt, save to the extent necessary to give full effect to the terms of this Assignment and to enable the Assignee to assert ownership of and exploit the Business Intellectual Property and all Improvements, the Original Agreement is hereby terminated and shall have no further effect.
- 4.5 Each of the Parties shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the other Party may from time to time reasonably require, whether on or after the Effective Date, for the purposes of giving to such other Party the full benefit of the provisions of this Assignment.
- 4.6 Each of the Parties agrees that the provisions of this Assignment are fair and reasonable.
- 4.7 No variation to this Assignment shall be effective unless in writing and signed by or on behalf of each Party.
- 4.8 If any provision of this Assignment is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent that it is not possible to delete or modify any such provision in accordance

with this clause, then such part of this Assignment shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Assignment and the legality, validity and enforceability of the remainder of this Assignment shall not be affected.

4.9 This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all the counterparts together shall constitute one and the same instrument.

Agreed by the Parties:

**For and on behalf of:
Accentus Medical Limited**



Signed

PHILIP AGG

Print name

CEO

Position

11th September 2018

Date

**For and on behalf of:
NuVision Engineering, Inc.**



Signed

Martin C Williams

Print name

Senior Vice President/COO

Position

11th September, 2018

Date

SCHEDULE 1

TRADE MARKS

Prescon 2,536,911 (US)

Prescon 2,171,294 (UK)

SOFTWARE

JPCOMB for simulating jet pump performance

SARDAS for simulating RFD pump performance

DIODAS for simulating diode pump performance

DIVSIM for simulating diverter performance

Software embodied in the PRESCON control algorithm

FLUMP for simulating fluidic pump performance

SCHEDULE 2

ORIGINAL AGREEMENT