

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integra NeuroSciences Implants (France) SAS		12/15/2022	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Integra LifeSciences Switzerland SARL		
Street Address:	Rue Girardet 29 - 2nd Floor		
City:	Le Locle		
State/Country:	SWITZERLAND		
Postal Code:	CH-2400		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76314101	OSV II	
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:	609-936-5406		
Email:	natalia.barreto-powell@integralife.com		
Correspondent Name:	Natalia Barreto-Powell		
Address Line 1:	1100 Campus Road		
Address Line 2:	Attn: Law Dept./IP Group		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Natalia Barreto-Powell		
SIGNATURE:	/Natalia Barreto-Powell/		
DATE SIGNED:	03/20/2023		
Total Attachments: 7			
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DEED OF ASSIGNMENT AND SALE AGREEMENT (this "Agreement")

BETWEEN:

(1) **Integra NeuroSciences Implants (France) SAS** a company incorporated in France, registered in the commercial register of Antibes under number 411 569 070, whose registered office is at 2905, route des Dolines, Sophia Antipolis, 06410 Biot, France (the "**Seller**");

and

(2) **Integra LifeSciences Switzerland SARL** a corporation formed pursuant to the laws of Switzerland, with registered office at Rue Girardet 29 – 2nd Floor – CH-2400 Le Locle – Switzerland (the "**Purchaser**");

Each a "**Party**" and together the "**Parties**"

WHEREAS:

The Seller is the proprietor of the Assigned Rights (as defined below).

The Seller herewith assigns to the Purchaser, who accepts, under the ordinary guarantees of law and facts in equal matters and under the conditions set forth hereinafter, the Assigned Rights as defined below

The purpose of this Agreement is to effect the assignment of the Assigned Rights, and to stand for the purposes of records at the relevant trade mark and asset registries, when required.

Subject to the terms of this Agreement, the Seller shall sell and the Purchaser shall buy the Assigned Rights, with effect from the date of execution of this sale agreement.

NOW IN CONSIDERATION of the Purchaser paying to the Seller the Fees and of the mutual rights and obligations of the Parties it is agreed as follows:

1. DEFINITIONS

1.1 In this Agreement (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 Products and incidental to the Equipment, Inventions, Patents, Trade Marks and Know-How defined herein further listed in Schedule 1, including the goodwill of the business of the Seller 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

"Equipment" means all equipment and components purchased separately, including related manuals, inventory, spare parts, used to manufacture, operate and test the Products and services sold by or on behalf of the Seller.

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

"Inventions" means all inventions embodied in the Equipment;

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

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

"Products" means all versions of all medical devices, products and associated technology and equipment designed, manufactured, licensed and/or sold by or on behalf of the Seller related to Licox, OSVII and Balloon Catheter products.

"Trade Marks" means the trade marks set out in Schedule 1.

2. ASSIGNMENT

2.1 The Seller hereby assigns to the Purchaser 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:

2.1.1 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;

- 2.1.2 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;
 - 2.1.3 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 Agreement; and
 - 2.1.4 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.
- 2.2 The foregoing assignment shall where possible under applicable law:
- 2.2.1 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 Purchaser its successors in title and assigns absolutely;
 - 2.2.2 *operate by way of present assignment of all present and future right, title and interest throughout the world; and*

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.

Insofar as is permitted by law, the Seller hereby irrevocably and unconditionally waives in favour of the Purchaser, its licensees, assigns and successors in title all moral rights in the Work to which the Seller is now or may at any time in the future be entitled.

3 TRANSFER PRICE

The present sale of Assigned Rights, Intellectual Property Rights, Equipment, Inventions, Know-How, Patents, Trade Marks is consented and accepted for a basic price of € [REDACTED]

The basic purchase price for the Assigned Rights stipulated above shall be paid in cash to date.

Further to the payment stated above, the Seller declares to withdraw from any rights of privilege and action for rescission concerning the obligations that might result from the present deed and for any other reason whatsoever.

4 FURTHER ASSURANCE

The Seller undertakes at the request and at the expense of the Purchaser 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 Purchaser or otherwise perfect the legal and beneficial title of the Purchaser 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 Seller shall hold the legal estate in the Works in trust for the Purchaser.

The Seller irrevocably appoint the Purchaser as its attorney in its name and on its behalf to execute any instrument or do anything as may be required by the Purchaser to vest in and secure to the Purchaser the full benefit of this Agreement and the rights and benefits to be transferred or granted to the Purchaser under this Agreement, including the ability to register or record in its own name the Assigned Rights.

The Seller agrees to promptly give the Purchaser, at the Purchaser's expense, such assistance as the Purchaser may reasonably require to enable or assist the Purchaser to bring or defend any allegation, claim or proceedings relating to the Assigned Rights including for infringement, opposition or cancellation.

The Seller agrees, upon request by the Purchaser, to transfer and deliver up to the Purchaser 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.

5 WARRANTIES

The Seller hereby represents, warrants and undertakes to the Purchaser that:

- the Seller is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- it is unaware of any infringement or likely infringement of any of the Assigned Rights;

So far as it is aware:

- 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;
- exploitation of the Assigned Rights will not infringe the rights of any third party;
- the Assigned Rights comprise original works which have not been copied wholly or substantially from any other source.

6 ENTIRE AGREEMENT

This Agreement 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 Agreement.

Each of the Parties acknowledges and agrees that in entering into this Agreement 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 Agreement or not) other than as expressly set out in this Agreement.

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

The undersigned Parties affirm expressly, under threat of the sanctions set forth under article 1837 of the General Tax Code that the pre-sent deed reflects the total of the agreed purchase price. They recognize, moreover, to have been informed about the sanctions they risk in case of an inaccuracy of this affirmation.

The Parties further recognize and declare having fixed and agreed exclusively among each other the purchase price as well as the obligations and conditions of the present assignment.

7 GENERAL

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

This Agreement 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.

The present assignment shall be registered at the tax office.

The Parties acknowledge that this deed is not a sale of going concern or a branch of activity but a transfer of isolated assets, and consequently there will be no Escrow Agent of the price, nor any formalities with the clerk of the Commercial Court.

The Seller shall not carry out the formalities related to the cease of a going concern and will not of the radiation of this business establishment.

This Agreement shall be governed by French law.

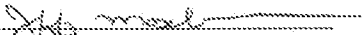
The parties agree to settle amicably any disputes which may arise as regards to the application of this Agreement.

In the event of such a dispute, the competent court shall be that with jurisdiction in the place where the Purchaser has its registered office on the date on which the dispute in question arose.

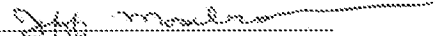
It has been drafted a French and English version of the present agreement. Only the French version shall be trusted in case of divergences of interpretation.

THIS DEED OF ASSIGNMENT AND SALE AGREEMENT is made effective the 15th day of December 2022 and executed and delivered by or on behalf of the Parties on such date

Integra NeuroSciences Implants (France) SAS

By: 
Name: Jeff Mosebrook
Title: Chairman

Integra LifeSciences Switzerland SARL

By: 
Name: Jeff Mosebrook
Title: Director

SCHEDULE 1

Patents

None

Trademarks

Mark	Country	Registration Number	Registration Date	Class	Application Number	Application Date
OSV II	United States	2653979	26 November 2002	10	76/314101	19 September 2001
LICOX	United States	2666518	24 December 2002	10	78/043207	15 January 2001
LICOX	United States	1907222	25 July 1995	10	74/527758	23 May 1994
LICOX	China	12248923	14 August 2014	10	12248923	12 March 2013
LICOX	Germany	1182548	27 November 1991	10	1182548	13 July 1990
LICOX	India	2530878	29 December 2014	10	2530878	14 May 2013
LICOX	Japan	5609662	23 August 2013	10	2013-031042	24 April 2013