

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI119313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ventnova Technologies B.V.		06/13/2023	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Company Name:	International Emergency Services S.L.		
Street Address:	Parque Cientifico y Tecnologico de Bizkaia		
Internal Address:	Ibaizabal Bidea, Edificio 500		
City:	Derio (Vizcaya)		
State/Country:	SPAIN		
Postal Code:	48160		
Entity Type:	Sociedad De Responsabilidad Limitada: SPAIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5461743	EVA	
Registration Number:	5630507	FCV	
Registration Number:	6649554	VENTINOVA	
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:	3033585818		
Email:	peterscull@comcast.net,pbscull@outlook.com		
Correspondent Name:	Peter Scull		
Address Line 1:	4818 w 31st Ave		
Address Line 4:	Denver, COLORADO 80212		
ATTORNEY DOCKET NUMBER:	SGS0.T300US		
NAME OF SUBMITTER:	peter scull		
SIGNATURE:	peter scull		
DATE SIGNED:	03/25/2024		
Total Attachments: 11			
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ASSET PURCHASE AGREEMENT

Parties:

1. Mrs. **Suzan Winkels-Koerselman LLM**, attorney practicing in Best, acting as bankruptcy trustee in the bankruptcies of the private companies with limited liability **Ventinova Group B.V.** ("**Group**") and **Ventinova Medical B.V.** ("**Medical**"), with registered offices in Eindhoven, at Meerenakkerplein 7;
2. The private company with limited liability **Ventinova Technologies B.V.** ("**Technologies**"), with registered offices in Eindhoven, at Meerenakkerplein 7, lawfully represented in this by Ventinova Group B.V. and on behalf of Ventinova Group B.V. by Mr. Rienco Verschelling, statutory director;

Seller sub 1 and sub 2 hereinafter jointly referred to as the "**Seller**", and individually "**Seller sub 1**" respectively "**Seller sub 2**",

and

3. The private company with limited liability **International Emergency Services S.L.**, with registered office in 48160 Derio (Vizcaya), Spain at Parque Científico y Tecnológico de Bizkaia, Ibaizabal Bidea, Edificio 500, lawfully represented in this by Mr. Javier Uriarte and Mr. Hubert Thomassen, hereinafter referred to as the: "**Buyer**";

WHEREAS:

- that by decision of the court in 's-Hertogenbosch of the 13th of June 2023 the aforesaid companies stipulated under 1, Ventinova Group B.V. and Ventinova Medical B.V., (the "**Companies**"), have been declared bankrupt and Mrs. C.A.M. de Bruijn has been appointed supervisory judge ("**Supervisory Judge**") and Mrs. S. Winkels-Koerselman as bankruptcy trustee ("**Trustee**");
- that Buyer has expressed interest in purchasing assets (Inventory, Stock) from

the bankrupt Companies and the IP of the not bankrupt company Technologies, to continue the business of the Companies partially or as a whole;

- that Buyer has signed the bidding protocol and NDA with regards to the sale of the Companies and Technologies;
- that Buyer gained access to the dataroom of the Companies and Technologies and that Buyer has been sent an extra document with regards to the IP-portfolio and that Buyer has based its offer on that information;
- that this Agreement is based on the information available in the dataroom and is limited to that information;
- that Buyer has made an offer and parties have engaged in negotiations to that end;
- that those negotiations have in broad detail resulted in agreement and parties wish to further establish that agreement in the provisions of this Agreement;
- that Rabobank Coöperatieve Bank U.A., hereinafter: "Rabobank", has provided financing to the Companies, which according to specification of the financing agreement of November 8th, 2017, is (allegedly) collateralized (which is still under investigation) by the following securities:
 - a. pledge of equipment, fixture and fittings (inventory);
 - b. pledge of accounts receivable;
 - c. pledge of trade inventories (stock);
 - d. pledge on intellectual property;
- that Rijksdienst voor Ondernemend Nederland (hereinafter "**RvO**") has given an '*Innovatiekrediet*' to Medical on December 6th, 2013, and that the RvO has (allegedly) collateralized (which is still under investigation) the hereafter mentioned assets of Medical and on February 15th, 2018, (allegedly) collateralized the hereafter mentioned assets of Technologies and Group (which is still under investigation) by the following securities:

- a. pledge of trade inventories related to project "EVA"
- b. pledge on intellectual property related to project "EVA"

- that Unitron Systems B.V. (hereinafter "Unitron") has claimed propriety rights on the stock of Seller located at the premises of Unitron in IJzerendijke ("**Unitron Stock**");

- that the Trustee has conducted negotiations with Unitron about its alleged claim of a limited property right or any propriety rights on the Unitron Stock of Seller located at the premises of Unitron, and that this has resulted in an agreement between Unitron and the Trustee that Unitron agrees on the sale and transfer of the Unitron Stock located at the premises of Unitron, in the most broad way applicable, from Seller to Buyer, free from any propriety claims whatsoever from Unitron, in return for payment to Unitron of € 104.469,65 by the Seller, upon receipt of the full Purchase Price (**Exhibit E**);

- that Parties are aware that this agreement between Unitron and Seller does not include the 16 yet to be produced EVONE devices by Unitron;

- that Seller has been discussing with RvO and Rabobank about their respective (alleged) pledges on the IP, Inventory and Stock of Seller;

- that Seller, RvO and Rabobank have mutually agreed to sell and transfer ownership of the Assets of Seller unconditionally and free of any (alleged) pledge, propriety rights or any other security rights to Buyer (**Exhibit A**), of whatever nature and in the broadest sense of the word that are in the name of or belong to the Companies and Technologies (mainly IP as described further in **Exhibit B** ("**IP**")), Inventory as described further in **Exhibit C** and Stock as described further in **Exhibit D**, upon receipt of the full Purchase Price;

- that Vos Logistics has a retention right for an amount of € 7.096,78 on the stock located at the Vos Logistics warehouse in Oss ("**Vos Stock**") and that after receiving payment of the Purchase Price from Buyer, Seller will pay the outstanding invoices amounting to € 7.096,78 of Vos Logistics to waive their right of retention of title on Vos Stock of Ventinova which is located at the Vos Logistics warehouse;

- that the Trustee, on behalf of Seller sub 1, has conducted the negotiations on behalf of RvO and Rabobank as effective (alleged) pledgees, concludes this Agreement based on article 7:19 Dutch Civil Code (hereinafter “DCC”) and with reference to the in article 1.1 sub a of this Agreement specified ‘*bodemzaken*’, thereby acting as agent for creditors with a higher priority than Rabobank or RvO in the sense of article 57 paragraph 3 Bankruptcy Act;
- that Technologies sells and transfers the IP to Buyer, after receiving the Purchase Price, on the basis of article 3:251 sub 2 DCC as agreed with the Rabobank and RvO as (alleged) pledgees.

STIPULATE TO HAVING CONTRACTED AS FOLLOWS:

Definitions:

Assets: all the assets as specified under article 1.1 and Exhibits B, C, D;

Inventory (*bedrijfsinventaris*): all inventory located at the Companies premises as specified in Exhibit C;

IP: all IP/patents as owned by Technologies or the Companies, as described in Exhibit B;

Stock: all stock of the Companies, including the Unitron Stock and Vos Stock, as specified in Exhibit D;

Unitron Stock: all stock of the Companies located at the premises of Unitron in IJzerendijke;

Vos Stock: all stock of the Companies located at Vos Logistics in Oss;

Article 1: Purchase.

Article 1.1:

Seller sub 1 sells – in her capacity of executor ex article 7:19 DCC – and Seller sub 2 on the basis of art. 3:251 paragraph 2 DCC, to Buyer, as does Buyer buy from Seller the following Assets of Seller, which Assets may be specified as follows:

- a. the Inventory in the office of The Companies, with the exception of those that are the property of third parties or of the landlord/owner of the office building, as further described in the report of NTAB (dated May 30th 2023), and attached to this Agreement as **Exhibit C**;
- b. all Stock (including raw materials, consumables, intermediates and finished product), present on the Companies premises at Meerenakkerplein 7 in Eindhoven and/or with third parties, including (but not limited to), Stock located at the premises of Unitron and Vos Logistics as specified in the dataroom by the document "Voorraadlijst", such known to Buyer; and as further specified in **Exhibit D**;
- c. all intellectual property rights of any kind of Seller, as described in the document "Description IP signed NDA" and in the document "Ventinova Overview Brands CAb" as attached to this Agreement as **Exhibit B**;
- d. Goodwill, including all trade name(s), order portfolio, customer lists, domain names and know-how (which includes all documents related to Quality Management System (QMS), Design History Files including technical files, Device Master Records, Postmarket Surveillance Data, Capa Database, Complaint Database, NCR Database, Issue Tracker and ideas, supplier contracts, Efficcy-CRM content, Installed base traceability information and ERP (Exact) data access, all known without exception to Hubert Thomassen, (statutory director of Buyer) without further specification, insofar as available and not property of third parties and insofar as Seller may enjoy unrestricted access to these rights and these rights can be transferred;
- e. All work in progress of Seller, all known without exception to Buyer without further specification.

Article 1.2:

- 1. Assets that are not the property of Seller shall not be sold, including all assets of third parties, assets subject to lease and other.
- 2. Inalienable rights (obtained from third parties), (software) licenses or rights to

Article 14: Restrictions

- a. This transaction is subject to permission of the Supervisory Judge.

Article 15: Choice of legislation and jurisdiction.


- a. This Agreement shall be governed by Dutch law. All disputes arising from this Agreement shall in first instance to exclusion of every other jurisdiction be submitted to the Court in 's-Hertogenbosch, and for summary actions to the Court in summary judgement in 's-Hertogenbosch.

Article 16: Miscellaneous:

- a. The Trustee may not by virtue of concluding or executing this Agreement be deemed to have relinquished any claim on the management (or a party associated with the company) of the bankrupt company.
- b. The Trustee will make every effort to start with the investigation into the causes of the bankruptcy in December 2023 and to conclude the investigation in a timely manner.

Thus drawn up and signed in duplicate in Best on 5th September 2023,

Seller sub 1:



Mrs. S. Winkels Koerselman, trustee
Ventinova Group B.V.
Ventinova Medical B.V.

Buyer:



International Emergency Services S.L., for it,
Mr. H. Thomassen

Seller sub 2:



Ventinova Technologies B.V.,
Ventinova Group B.V., statutory director,
Mr. R. Verschelling

Buyer:



International Emergency Services SL, for it,
Mr. J. Uriarte

B

Device Trademark Country Owner Class(es) Filing Date Registration Date Official No. Next Renewal Our Ref. Your ref. Statu:

CRICATH European Community Ventinova Technologies 010194173 12/08/2021

B.V.

10 12/08/2011 22/12/2011 T3023922EM * Renewal

Pending *

CRICATH Qatar Ventinova Technologies 89426 21/05/2024

B.V.

10 26/07/2014 21/12/2015 T3037910QA Registered

CRICATH Turkey Ventinova Technologies 2020/78066

B.V.

10 10/07/2020 T3089065TR Pending

EVA European Community Ventinova Technologies 010630598 09/02/2022

B.V.

10,44 09/02/2012 20/09/2013 T3027141EM Registered

EVA United States of America Ventinova Technologies 5093564 06/12/2026

B.V.

44 30/01/2015 06/12/2016 T3044212US Registered

EVA United States of America Ventinova Technologies 5461743 08/05/2028

B.V.

10 05/10/2016 08/05/2018 T3055696US Registered

EVONE Benelux Ventinova Technologies 0986771 04/12/2025

B.V.

10,42,44 04/12/2015 19/02/2016 T3049976BX Registered

EVONE European Community Ventinova Technologies 014883045 04/12/2025

B.V.

10,42,44 04/12/2015 21/03/2016 T3049978EM Registered

EVONE Madrid Agreement (TM) Ventinova Technologies 1320121 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054546MAD Registered

EVONE China Ventinova Technologies 1320121 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054546MAD/CN Registered

EVONE Japan Ventinova Technologies 1320121 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054546MAD/JP Registered

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Trademark portfolio of:

Trademark portfolio (EN)

Device Trademark Country Owner Class(es) Filing Date Registration Date Official No. Next Renewal Our Ref. Your ref. Statu:

EVONE Russian Federation Ventinova Technologies 1320121 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054546MAD/RU Registered

EVONE United States of America Ventinova Technologies 1320121 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054546MAD/US Registered

EVONE Madrid Agreement (TM) Ventinova Technologies 1320121

B.V.

10 10/07/2020 T3054546MAD1 Pending

EVONE Turkey Ventinova Technologies 1320121

B.V.

10/07/2020 T3054546MAD1/TR Pending

EVONE China Ventinova Technologies 43806097

B.V.

10 14/01/2020 T3085856CN Pending

FCV European Community Ventinova Technologies 016962722 07/07/2027

B.V.

10,44 07/07/2017 06/11/2017 T3063064EM Registered

FCV United States of America Ventinova Technologies 5630507 18/12/2028

B.V.

10,44 21/08/2017 18/12/2018 T3063803US Registered

FCV Turkey Ventinova Technologies 2020/77911

B.V.

10,44 10/07/2020 T3089044TR Pending

TRITUBE European Community Ventinova Technologies 014883011 04/12/2025

B.V.

10,42,44 04/12/2015 25/03/2016 T3049974EM Registered

TRITUBE Madrid Agreement (TM) Ventinova Technologies 1320585 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054545MAD Registered

TRITUBE China Ventinova Technologies 10,42,44 03/06/2016 03/06/2016 T3054545MAD/CN Registered 1320585 03/06/2026

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Trademark portfolio of:

Trademark portfolio (EN)

Device Trademark Country Owner Class(es) Filing Date Registration Date Official No. Next Renewal Our Ref. Your ref. Statu:

B.V.

TRITUBE Japan Ventinova Technologies 1320585 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054545MAD/JP Registered

TRITUBE Russian Federation Ventinova Technologies 1320585 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054545MAD/RU Registered

TRITUBE United States of America Ventinova Technologies 1320585 03/06/2026

B.V.

10,42,44 03/06/2016 03/06/2016 T3054545MAD/US Registered

TRITUBE Madrid Agreement (TM) Ventinova Technologies 1320585

B.V.

10 09/07/2020 T3054545MAD1 Pending

TRITUBE Turkey Ventinova Technologies 1320585

B.V.

10 09/07/2020 T3054545MAD1/TR Pending

VENTINOVA European Community Ventinova Technologies 012057411 09/08/2023

B.V.

10,42,44 09/08/2013 30/01/2014 T3033386EM Registered

VENTRAIN European Community Ventinova Technologies 008185051 27/03/2029

B.V.

10 27/03/2009 27/10/2009 T3014689EM Registered

VENTRAIN Madrid Agreement (TM) Ventinova Technologies 1016801 25/09/2029

B.V.

10 25/09/2009 25/09/2009 T3015969MAD Registered

VENTRAIN Australia Ventinova Technologies 1016801 25/09/2029

B.V.

10 25/09/2009 25/09/2009 T3015969MAD/AU Registered

VENTRAIN China Ventinova Technologies 1016801 25/09/2029

B.V.

10 25/09/2009 25/09/2009 T3015969MAD/CN Registered

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Trademark portfolio (EN)

Device Trademark Country Owner Class(es) Filing Date Registration Date Official No. Next Renewal Our Ref. Your ref. Statu:

VENTRAIN Japan Ventinova Technologies 1016801 25/09/2029

B.V.

10 25/09/2009 25/09/2009 T3015969MAD/JP Registered

VENTRAIN United States of America Ventinova Technologies 1016801 25/09/2029

B.V.

10 25/09/2009 25/09/2009 T3015969MAD/US Registered

VENTRAIN Madrid Agreement (TM) Ventinova Technologies 1016801

B.V.

10 10/07/2020 T3015969MAD1 Pending

VENTRAIN Turkey Ventinova Technologies 1016801

B.V.

10/07/2020 T3015969MAD1/TR Pending

VENTRAIN South Africa Ventinova Technologies 2012/02490 02/02/2022

B.V.

10 02/02/2012 29/11/2013 T3026957ZA Registered

VENTRAIN Qatar Ventinova Technologies 89427 21/05/2024

B.V.

10 26/07/2014 22/12/2015 T3037909QA Registered

VENTRAIN United Arab Emirates Ventinova Technologies 209659 10/04/2024

B.V.

10 10/04/2014 22/06/2016 T3037920AE Registered

Product	Land	registration date	status
Cricath	European Community		
Cricath	Qatar		
Cricath	Turkey		
EVA	European Community		
EVA	USA		
EVA	USA		
Evone	Benelux		
Evone	China		
Evone	China		
Evone	European Community		
Evone	Japan		
Evone	Madrid agreement		
Evone	Madrid agreement		
Evone	Russian Federation		
Evone	Turkey		
Evone	USA		
FCV	European Community		
FCV	Turkey		
FCV	USA		
Tritube	China		
Tritube	European Community		
Tritube	Japan		
Tritube	Madrid agreement		
Tritube	Madrid agreement		
Tritube	Russian Federation		
Tritube	Turkey		
Tritube	USA		
Ventriova	European Community		
Ventriain	Australia		
Ventriain	China		
Ventriain	European Community		
Ventriain	Japan		
Ventriain	Madrid agreement		
Ventriain	Madrid agreement		
Ventriain	Qatar		
Ventriain	South Africa		
Ventriain	Turkey		
Ventriain	UAE		
Ventriain	USA		