

12-01-1998



PATENT

100909907

RECORDATION FORM COVER SHEET PATENTS ONLY

MRD 11-23-98

TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)

Document ID#: ☐ Correction of PTO ErrorReel #: Frame # ☐ Corrective DocumentReel #: Frame # **Conveyance Type**

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other

U.S. Government

(For use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedName Battelle Memorial InstituteExecution Date
Month Day Year

11/09/98

Name

/ /

Name

/ /

Name

/ /

Name

/ /

Receiving Party☐ Mark if additional names of receiving parties attachedName (line 1) ARCH Venture Fund III, L.P., as agentName (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Address (line 1) 8735 W. Higgins RoadAddress (line 2) Suite 235Address (line 3) Chicago IL 60631

City

State/Country

Zip Code

200E

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

PATENT

REEL: 9596 FRAME: 0857

11/27/1998 JWR/TINS 0000105 5179453 200.00 UP
01 FC:581

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7458

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance documents including any attachments.

15

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,179,455	5,329,202	
5,212,571		
5,329,817		
5,235,553		

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 200.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

20-0531

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kurt W. Lockwood

Name of Person Signing



Signature

November 16, 1998

Date

**ASSIGNMENT OF LETTERS PATENT, INVENTIONS AND
APPLICATIONS FOR LETTERS PATENT**

WHEREAS, on or about March 30, 1998, Advanced Diagnostics, Inc., a Washington corporation, having a mailing address of 2400 Stevens Drive, Section B, Richland, Washington, 99532 ("ADI"), which was the owner of the letters patent, licenses, and applications for letters patent (including any letters patent that issue therefrom) described in Schedule A and Schedule B hereto (herein collectively referred to as the "Patents") assigned the entire interest in the Patents to Battelle Memorial Institute, 505 King Avenue, Columbus, Ohio 43201 ("Battelle"); and

WHEREAS, Battelle desires that the entire interest in the Patents be assigned to ARCH Venture Fund III, L.P., in its capacity as agent for Battelle, ARCH Venture Fund III, L.P., TGI Fund II, L. C., Madrona Investment Group and Falcon Technology Partners, L.P. (collectively, "Assignees");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Battelle does hereby assign unto Assignees the entire right, title and interest in and to the Patents and the exclusive right thereto throughout the world, including the right to recover damages for past infringement, the Patents to be held and enjoyed by Assignees for Assignees' own use and behave, and for Assignees' legal representatives and assigns, to the full end of the terms for which said Patents are granted, as fully and entirely as the Patents would have been held by Battelle had this Assignment not been made.

BATTELLE MEMORIAL INSTITUTE

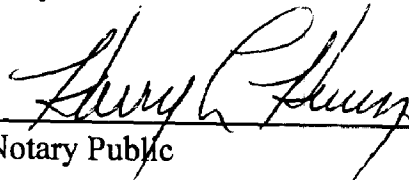
By: 

Its: Senior Vice President

STATE OF OHIO)
COUNTY OF Franklin) SS:

On this 9TH day of November, 1998, before me, the subscriber, a notary public in and for said county and state, personally known to me to be MARK KONTOIS, the person who as Senior Vice President of Battelle Memorial Institute, the company which executed the foregoing instrument, signed the same, and acknowledged that s/he did so sign said instrument in the name and upon behalf of the said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is her/ his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

HARRY L. HENNING
ATTORNEY-AT-LAW
NOTARY PUBLIC FOR STATE OF OHIO
LIFETIME COMMISSION

SCHEDULE A

Patents and Patent Applications

ISSUED U.S. PATENTS

<u>Patent No.</u>	<u>Serial No.</u>	<u>Issuance Date</u>	<u>Title</u>
5,329,202		July 12, 1994	
5,235,553		August 10, 1993	
5,329,817		July 19, 1994	
5,212,571		May 18, 1993	
5,179,455		January 12, 1993	

PENDING U.S. PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventors</u>	<u>Title</u>
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SCHEDULE B

Foreign Patents and Patent Applications

ISSUED FOREIGN PATENTS

<u>Country or Treaty Organization</u>	<u>Patent No.</u>	<u>Date</u>	<u>Title</u>
France	93906662.3		Ultrasonic holographic imaging apparatus having zoom feature
France	93900661.5		Ultrasonic holographic imaging method and apparatus
United Kingdom	93906662.3		Ultrasonic holographic imaging apparatus having zoom feature
United Kingdom	93900661.5		Ultrasonic holographic imaging method and apparatus
Belgium	93906662.3		Ultrasonic holographic imaging apparatus having zoom feature
Belgium	93900661.5		Ultrasonic holographic imaging method and apparatus
Denmark	93906662.3		Ultrasonic holographic imaging apparatus having zoom feature
Denmark	93900661.5		Ultrasonic holographic imaging method and apparatus
Switzerland	93906662.3		Ultrasonic holographic imaging apparatus having zoom feature
Switzerland	93900661.5		Ultrasonic holographic imaging method and apparatus
Italy	93906662.3		Ultrasonic holographic imaging apparatus having zoom feature
Italy	93900661.5		Ultrasonic holographic imaging method and apparatus

Germany	93906662.3	Ultrasonic holographic imaging apparatus having zoom feature
Germany	93900661.5	Ultrasonic holographic imaging method and apparatus
European member countries in European Patent Office)	93906662.3	Ultrasonic holographic imaging (filed apparatus having zoom feature
European member countries in European Patent Office)	93900661.5	Ultrasonic holographic imaging (filed method and apparatus
Canada	2,124,075	Ultrasonic holographic imaging method and apparatus
Canada	2,124,074	Ultrasonic holographic imaging apparatus having zoom feature
Japan	509570/93	Ultrasonic holographic imaging method and apparatus
Japan	509571/93	Ultrasonic holographic imaging apparatus having zoom feature

PENDING FOREIGN PATENT APPLICATIONS

<u>Country or Treaty Organization</u>	<u>Number</u>	<u>Date</u>	<u>Title</u>
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ASSIGNMENT AGREEMENT

This Assignment Agreement (hereinafter, "Agreement") is made this 9th day of November, 1998, by and between Battelle Memorial Institute ("Assignor"), and ARCH Venture Fund II, L.P., ("Assignee") as agent for Assignor, Assignee, TGI Fund II, LC, Madrona Investment Group and Falcon Technology Partners, L. P (collectively the "Beneficiaries").

WHEREAS, Advanced Imaging Systems, Limited Partnership ("AIS"), was originally assigned all right, title and interest in the patents listed on Exhibit A and Exhibit B hereto prior to the issuance of such patents;

WHEREAS, the patents listed on Exhibit A and Exhibit B hereto were subsequently assigned to Advanced Diagnostics, Inc. ("ADI") pursuant to that certain Partnership Interest Sale Agreement dated as of October 1, 1995 and that certain Assignment and Bill of Sale dated as of January 23, 1997;

WHEREAS, pursuant to that certain Agreement relating to Convertible Debenture Note and that certain Security Agreement Equipment and Fixtures, each dated as of May 9, 1996, by and between ADI and Tri-Cities Enterprise Association ("TEA"), ADI granted TEA a security interest in all of the assets of ADI, including, without limitation, the United States Patents listed on Exhibit A hereto;

WHEREAS, pursuant to an Agreement executed on or about March 30, 1998 (the "TEA Assignment"), and with the knowledge and consent of ADI, TEA endorsed, assigned and delivered to Assignor all of TEA's rights and obligations under the following documents from ADI to TEA:

1. Convertible Debenture Note dated May 9, 1996 in the original principal amount of One Hundred Thousand Dollars (\$100,000.00);
2. Agreement Relating to Convertible Debenture Note dated May 9, 1996, which was filed with the Patent and Trademark Office, Washington, D. C. on December 10, 1996;
3. Security Agreement- Equipment and Fixtures dated May 9, 1996 relating to U. S. Patents numbered 5,329,202, 5,235,553, 5,329,817, 5,212,571 and 5,179,455 (the "Patents") and to equipment and inventory;
4. Financing statement bearing filing number 96-120-0168 filed on April 29, 1996 with the State of Washington Department of Licensing;
5. Guaranties of ADI's obligations to TEA from George Garlick and Lorraine Shelby (collectively, "Guarantors");

6. Assignments of Life Insurance Policy dated May 9, 1996 (from Lorraine Shelby) and August 30, 1996 (from George Garlick);

(Items 2 through 6 above shall collectively be referred to herein as the "TEA Documents"); and

WHEREAS, a UCC-3 assignment to Assignor of the April 29, 1996 Financing Statement from ADI to TEA was filed with the State of Washington Department of Licensing on May 12, 1998, and given file number 98-132-0198; and

WHEREAS, on or about March 30, 1998, ADI executed and delivered to Assignor its Loan Reamortization Agreement and its 11.25% Convertible Note, Series A (Secured) (the "Series A Note"); and

WHEREAS, to secure the Series A Note, on or about March 31, 1998 ADI executed and delivered to Assignor the TEA Assignment, its Pledge and Security Agreements (Patents); its Patent Collateral Assignment; its Assignment of Letters Patent, Inventions and Applications for Letters Patent and its Financing Statement, thereby assigning, among other things, all of ADI's right, title and interest in the U.S. and foreign patents listed on Exhibit A and Exhibit B hereto (collectively the "ADI Documents"); and

WHEREAS, the Financing Statement from ADI to Assignor was filed with the State of Washington Department of Licensing on April 17, 1998, and was given filing number 98-107-0076; and

WHEREAS, the Assignment of Letters Patent, Inventions and Applications for Letters Patent was duly recorded in the Patent and Trademark Office, Washington, D.C. on June 19, 1998; and

WHEREAS, ARCH Venture Fund II, L.P., TGI Fund II, LC, Madrona Investment Group and Falcon Technology Partners, L.P. ("Lenders") have agreed to extend credit to ADI, and Assignor has agreed to assign its right, title and interest in and to ADI's assets as evidenced by the TEA Documents and the ADI Documents to Assignee in its capacity as agent for Assignor and the Lenders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Assignor and Assignee agree as follows:

1. Conditioned upon disbursement by Lenders to ADI of the additional financing provided for in the agreements between Lenders and ADI described in that certain Senior Secured Convertible Note and Warrant Purchase Agreement dated as of November 9, 1998 among ADI and the Beneficiaries (the "Purchase Agreement"), Assignor hereby assigns to Assignee, as agent for the Beneficiaries, without warranty or recourse, its entire right, title and interest in and to ADI's assets as evidenced by the TEA Assignment, the TEA Documents and the ADI Documents.

2. Assignor shall take all steps reasonably necessary to evidence this Agreement, including but not limited to executing documents deemed reasonably necessary by Assignor and Assignee to evidence this assignment in the public records and to perfect a security interest in all of the assets of ADI, including, but no limited to, the U.S. and foreign patents set forth on Exhibit A and Exhibit B hereto, including but not limited to all necessary filings with the State of Washington Department of Licensing, the Washington D. C. Patent and Trademark Office, and any insurer which has issued a policy on the life of either of the Guarantors.

3. Prior to the closing of the Lenders' loans to ADI, Assignor will not a) sell, assign or transfer the TEA Documents, the ADI Documents, or any other document evidencing Assignor's interest in ADI's assets; b) sell, assign, transfer or release any of ADI's assets; or c) accelerate the maturity of or accept prepayment of ADI's obligations to Assignor.


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- 4 -

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first written above.

ASSIGNOR:

Battelle Memorial Institute

By: 
Mark Kontos
Its: Senior Vice President

ASSIGNEE:

ARCH Venture Fund II, L.P., as agent

By: _____
Its: _____

TGI Fund II, LC

By: _____
Its: _____

Madrona Investment Group

By: _____
Its: _____

Falcon Technology Partners, L. P

By: _____
Its: _____

Acknowledged:

ADVANCED DIAGNOSTICS, INC.

By: _____
Its: _____

484JLF521/3.A678243_2

- 4 -

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first written above.

ASSIGNOR:

Battelle Memorial Institute

By: _____

Its: _____

TGI Fund II, LC

By: Tredegar Investments, Inc., its Manager

By: L. A. Blackman

Its: Vice President

ASSIGNEE:

ARCH Venture Fund II, L.P., as agent

By: _____

Its: _____

Madrona Investment Group

By: _____

Its: _____

Falcon Technology Partners, L. P

By: _____

Its: _____

Acknowledged:

ADVANCED DIAGNOSTICS, INC.

By: _____

Its: _____

484JLF521/3.A676243_2

- 4 -

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first written above.

ASSIGNOR:

Battelle Memorial Institute

By: _____

Its: _____

TGI Fund II, LC

By: _____

Its: _____

Falcon Technology Partners, L. P

By: *[Signature]*

Its: *General Partner*

Acknowledged:

ADVANCED DIAGNOSTICS, INC.

By: _____

Its: _____

484/LF521/3.A675243_2

ASSIGNEE:

ARCH Venture Fund II, L.P., as agent

By: _____

Its: _____

Madrona Investment Group

By: _____

Its: _____

- 4 -

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first written above.

ASSIGNOR:

Battelle Memorial Institute

By: _____

Its: _____

TGI Fund II, LC

By: _____

Its: _____

Falcon Technology Partners, L. P

By: _____

Its: _____

Acknowledged:

ADVANCED DIAGNOSTICS, INC.

By: _____

Its: _____

484JLF521/3.A678243_2

ASSIGNEE:

ARCH Venture Fund II, L.P., as agent

By:  _____

Its: _____

Madrona Investment Group

By: _____

Its: _____

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ASSIGNEE:

Battelle Memorial Institute

ARCH Venture Fund II, L.P., as agent

By: _____

By: _____


Its: _____

Its: _____

TGI Fund II, LC

Madrona Investment Group

By: _____

By: 

Its: _____

Its: _____

Falcon Technology Partners, L. P

By: _____

Its: _____

Acknowledged:

ADVANCED DIAGNOSTICS, INC.

By: _____

Its: _____

484JLF521/3.A678243_2