

09-15-1999

B & BIDMC94-01BA

RECORDATION PAGE



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Beth Israel Deaconess Medical Center, Inc.

2. Name and address of receiving party(ies)

Name: Sambasiva Chavali

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Assignment of Rights and Reimbursement of Expenses Agreement

Street Address: 30 Conant Road

City: Westwood State: MA ZIP: 02090

Execution Date: March 30, 1999

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,397,778

5,674,853

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alice O. Carroll, Esq.

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and patents involved: [2]

7. Total Fee (37 C.F.R. 3.41)..... \$ 80.00

☒ Enclosed☒ Authorized to charge any deficiencies or credit any overpayment to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

09/14/1999 NTHAI1 00000317 5397778

Lisa M. Treannie

01 FC:581 80.00 00

Name of Person Signing

Signature

9/9/99

Date

Total number of pages including cover sheet, attachments, and document: [4]

Continuation of Box 2. Name and address of receiving party(ies)

Name: R. Armour Forse

Internal Address:

Street Address: 50 Fisher Avenue

City: Brookline State: MA Zip: 02146

ASSIGNMENT OF RIGHTS AND REIMBURSEMENT OF EXPENSES AGREEMENT (PATENT)

WHEREAS, Beth Israel Deaconess Medical Center, Inc. (hereinafter "BIDMC") of 330 Brookline Avenue, Boston, Massachusetts 02215 is the owner of United States Patent Nos. 5,397,778 and 5,674,853, entitled "Enteral Formulations for Treatment of Inflammation and Infection" (hereinafter "Patent");

WHEREAS, Sambasiva Chavali of 30 Conant Road, Westwood, MA 02090 and R. Armour Forse of 50 Fisher Avenue, Brookline, MA 02146 (hereinafter "INVENTORS") as inventors of the Patent are desirous of acquiring the BIDMC's entire right, title and interest in the Patent;

WHEREAS, BIDMC has expended funds to prosecute and/or maintain the Patent and to assess the commercial value of the Patent;

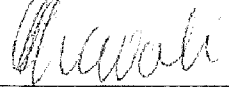
WHEREAS BIDMC, has determined that the Patent has insufficient commercial value to justify any further investment by BIDMC;

NOW THEREFORE, for good and valuable consideration, including the assignment of BIDMC's rights in the Patent to the INVENTORS, BIDMC and INVENTORS agree to the following:

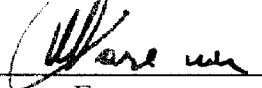
1. INVENTORS agree to reimburse BIDMC \$163.50 which is agreed to be the total amount of unreimbursed legal fees and expenses paid by BIDMC, from royalty or other consideration paid to INVENTORS or INVENTORS' successors or assigns associated with the Patent rights (the "BIDMC Patent Costs").
2. Until all of the BIDMC Patent Costs are paid, BIDMC shall have the right, upon reasonable notice, to inspect the INVENTORS' books and records to audit the royalty and other cash payments associated with the Patent rights.
3. For good and valuable consideration and subject to the terms of this Agreement, the receipt of which is hereby acknowledged, BIDMC hereby sells, transfers, and conveys its entire right, title, and interest in, to, and under said Patent and any continuations, divisions, continuations in-part, reissues, or extensions thereof, to the full end of the term for which letters Patent have been granted. BIDMC hereby conveys to INVENTORS the entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to the said invention as described in said Patent together with all rights arising under or pursuant to any and all such applications for Letters Patent. BIDMC hereby acknowledges that this assignment, being of its entire, title, and interest in and to said invention, carries with it the right in INVENTORS, its assigns, successors or legal representatives, to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of INVENTORS' selection and the right to procure the grant of all such Letters Patent to INVENTORS as assignee of the entire right, title, and interest therein.

BIDMC hereby further agrees to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Patent to INVENTORS, its successors, assigns and legal representatives, but at INVENTORS' expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications.

INVENTORS


Sambasiva Chavali

Date: 3.29.99


R. Armour Forse

Date: 3/29/99

**BETH ISRAEL DEACONESS
MEDICAL CENTER, INC.**


Mark Chalek
Director, Office of Corporate Research

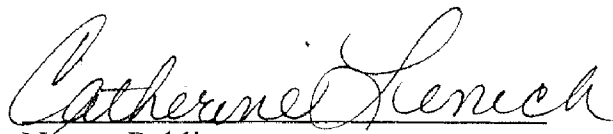
Date: 3/30/99

COMMONWEALTH OF MASSACHUSETTS

Suffolk County

On this day, then personally appeared before me the above-named Mark Chalek and acknowledged that he executed the foregoing instrument on behalf of such corporation with authority to do so, and that signing of the instrument is the free act and deed of the corporation.

Dated this 30th day of March, 19 99.


Notary Public
Name:
My commission expires:

(SEAL)

CATHERINE LENICH
Notary Public
My Commission Expires July 30, 2004