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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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Attorney Docket
No.: 10062-1

OPR/FINANCE

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

1. Name of conveying party(ies):

Alan P. Hudson

2. Name and address of receiving party(ies):

Brian J. Balin
344 Paoli Woods
Paoli, PA 19301

J. Todd Abrams
233 Matthews Road
Merion, PA 19066

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: November 4, 1999

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: n/a

A. Patent Application No.(s): 09/227,749
(Filed January 8, 1999)

B. Patent No (s)

Additional numbers attached? ☐ Yes ☐ No

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

Kathryn Doyle, Ph.D., J.D.
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square - 2005 Market Street - Suite 2200
Philadelphia, PA 19103
Telephone: (215) 965-1200
Direct Dial: (215) 965-1284
Facsimile: (215) 965-1210
E-Mail: kdoyle@akingump.com

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 50-1017 (210062.0001)

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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.

KATHRYN DOYLE, Ph.D., J.D.

Name of Person Signing

Signature

January 18, 2000

Date

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

ASSIGNMENT AND RELEASE

Noti QPH

WHEREAS, BRIAN J. BALIN, of Paoli, PA ("Brian") and ALAN P. HUDSON, of ~~Noti~~ MI ("Alan"), disclosed an invention entitled "Treatment and Diagnosis of Alzheimer's Disease" to the Allegheny University of the Health Sciences' Office of Technology Development on May 6, 1997 (the "Invention"); and

WHEREAS, the Invention was first conceived and reduced to practice under the auspices of Allegheny University of the Health Sciences, a 501(c)(3) Pennsylvania nonprofit corporation located in Philadelphia, Pennsylvania, and

WHEREAS, Philadelphia Health and Education Corporation, doing business as MCP Hahnemann University ("MCPHU") is successor to Allegheny University of the Health Sciences; and

WHEREAS, MCPHU determined that it did not wish to participate in the licensing of the Invention, and that it was willing to assign to the inventors MCPHU's interest therein pursuant to an Assignment and Release to Inventors effective January 6, 1999, pursuant to which MCPHU receives as royalties fifteen percent (15%) ("MCPHU's Royalties") of any and all amounts received by Brian and Alan or by their respective heirs, executors, administrators or assignees (other than assignees who pay Brian and Alan fair value for the assignment) for or in consideration of the use, license, sublicense, sale, assignment or transfer of the Invention or any of the Patents (as defined in Paragraph 1 of this Assignment); and

Noti QPH

WHEREAS, J. TODD ABRAMS, of Merion, PA ("Todd") and JUDY HUDSON, of ~~Noti~~ MI were joined as inventors to the Invention prior to the filing of the Invention with the United States Patent and Trademark Office, U.S. Patent Application No. 09/227,749 on January 8, 1999; and

WHEREAS, Alan has determined that he does not wish to participate in the licensing and patenting of the Invention and that he is willing to assign to Brian and Todd, jointly, all of Alan's interest therein, subject to Brian and Todd's joint agreement to pay royalties to Alan as described in Paragraph 2 of this Assignment.

NOW THEREFORE, the parties hereto intending to be legally bound, hereby agree as follows:

1. Alan hereby sells, assigns, releases, conveys and transfers to Brian and Todd, jointly, and to their respective heirs, executors, administrators and assigns, all of Alan's right and interest in and to the Invention and in and to any and all patent applications, whether United States or foreign, which at any time may be granted thereto, including any and all renewals,

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PATENT
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reissues, continuations, divisions and prolongations thereof (the "Patents"). This Assignment and Release shall be subject to the rights of the United States government reserved under Public laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. 200-212, and any regulations issued thereunder.

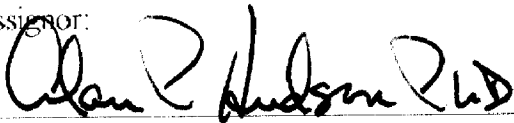
2. Brian and Todd hereby jointly agree to pay Alan, in the aggregate, a royalty of twelve and one-half percent (12.5%) of the Net Amount Received by Brian and Todd (as hereinafter defined). The "Net Amount Received by Brian and Todd" shall mean any and all amounts received by Brian and Todd or by their respective heirs, executors, administrators or assignees (other than assignees who pay Brian and Todd fair value for the assignment) for or in consideration of the use, license, sublicense, sale, assignment or transfer of the Invention or any of the Patents less MCPHU's Royalty less all costs incurred by Brian and Todd (a) in connection with such use, license, sublicense, sale, assignment or transfer of the Invention or any of the Patents; and (b) in connection with the Patent, including, but not limited to legal fees incurred in the filing of applications, renewals, reissues, continuations, divisions and prolongations for the Patents. Brian and Todd agree, on behalf of themselves, and their respective heirs, executors, administrators and assigns (other than assignees who pay Brian and Todd fair value for the assignment), to provide to Alan annual accountings concerning the patenting, use, licensing, sublicensing, sale, transfer or assignment of the Invention and the Patents, the terms thereof and the amounts due the Brian, Todd and Alan therefrom, and such other information as Alan may reasonably request from time to time

3. Alan hereby agrees and undertakes to execute, whenever requested by Brian or Todd, all patent applications, assignments, lawful oaths and any other papers which Brian or Todd may deem necessary or desirable for securing to Brian or Todd or for maintaining for Brian or Todd all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to Alan.

4. This Assignment and Release may be executed in counterparts, all of which taken together shall be one and the same instrument, and any of the parties may execute this Assignment and Release by signing any such counterpart.

IN WITNESS WHEREOF, this Assignment and Release has been duly executed by the parties hereto as of the date set forth below.

Assignor:



Alan P. Hudson, Ph.D.

Assignees:



Brian J. Balin, Ph.D.

Date:

Nov 4, 1999

Date:

12/16/99



J. Todd Abrams, Ph.D.

Date:

12/16/99

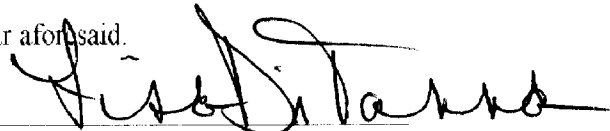
COMMONWEALTH PENNSYLVANIA

SS.

COUNTY OF MONTGOMERY

On this 16th day of Dec, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania and County of Montgomery, personally appeared Brian J. Balin, Ph.D., who executed the foregoing instrument for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires:

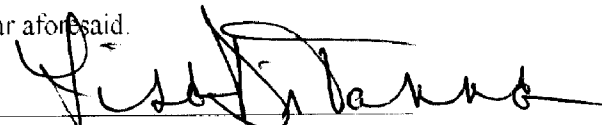
COMMONWEALTH PENNSYLVANIA

SS.

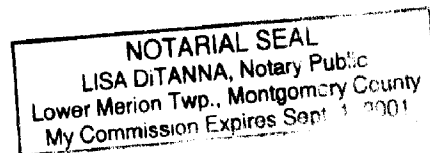
COUNTY OF MONTGOMERY

On this 16th day of Dec, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania and County of Montgomery, personally appeared J. Todd Abrams, Ph.D., who executed the foregoing instrument for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires:



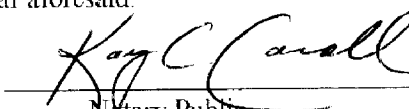
STATE OF MICHIGAN

SS.

COUNTY OF OAKLAND

On this 4th day of NOVEMBER, 1999, before me, the subscriber, a Notary Public in and for the State of Michigan and County of OAKLAND, personally appeared Alan P. Hudson, Ph.D., who executed the foregoing instrument for the purposes therein contained by signing her name.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires: MARCH 3, 2003

