

08-30-2000

Docket No. 19181-001



101446544

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION F
PATENT

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Joseph F. Finn Jr.
ASSIGNEE FOR THE BENEFIT OF CREDITORS OF
ALPHA-BETA TECHNOLOGY, INC.
167 Worcester St., Suite 209
Wellsley Hills, Massachusetts

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

2. Name and address of receiving party(ies)

THE COLLABORATIVE GROUP
50 East Loop Road
Stony Brook, New York

Additional names & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Patent Assignment
☐ Bill of Sale
☐ Assignment and Assumption Agreement

Execution Date: July 23, 1999

4. Application number or patent number:

A. Patent Application No:

B. Patent No:

5,532,223

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ivor R. Elrifi
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

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

7. Total fee (37 CFR 3.41)

\$40.00

- ☒ Enclosed
☒ The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference Number 19181-001..

DO NOT USE THIS SPACE

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.

John T. Prince, Reg. No. 43,109

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:

Assignment Division
BOX ASSIGNMENTS
CG-4

1213 Jefferson Davis Highway, Suite 320
Washington, D.C. 20231

08/30/2000 MTHA11 00000062 5532223

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40.00 00

PATENT
REEL: 011019 FRAME: 0876

PATENT ASSIGNMENT

Joseph F. Finn, Jr., the undersigned, Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc., having an usual place of business in Wellesley Hills, Massachusetts (the "Assignee") and Allan M. Shine, Esq., the undersigned, Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island (the "Receiver," collectively with the Assignee, the "ASSIGNOR"), each acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), and for good and valuable consideration, the receipt of which is hereby acknowledged, has sold, assigned, transferred and conveyed, and by these presents does hereby sell, assign, transfer and convey unto Collaborative Group, Ltd., a Delaware corporation, with offices at 50 East Loop Road, Stony Brook, New York, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in patents and applications for United States Letters Patent listed on Schedule 2A attached hereto and incorporated herein, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

ASSIGNOR covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants and agrees that the covenants, warranties and agreements granted to the ASSIGNEE pursuant to this Assignment may be conveyed or assigned to and will benefit Rhode Island Economic Development Corporation ("REIDC") in the event that the ASSIGNEE is required to assign its rights under this Assignment to REIDC.

This Patent Assignment has been executed and delivered by the Receiver, Finn and the ASSIGNEE pursuant to the Order, the Purchase and Sale Agreement For Property of Alpha-Beta Technology, Inc. attached to and incorporated in the Order and the Bill of Sale, and each of the Receiver, Finn and the ASSIGNEE hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this Patent Assignment.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hand and seal this 23 day of July, 1999.

**Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc.**

By: Joseph F. Finn, Jr.
Joseph F. Finn, Jr. as and only as Assignee for
the Benefit of Creditors of Alpha-Beta
Technology, Inc., and not individually

Receiver for Alpha-Beta Technology, Inc.

By: Allan M. Shine
Allan M. Shine, Esq. as and only as Receiver for
Alpha-Beta Technology, Inc., and not
individually

CITY OF BOSTON ,)
) ss.:
COMMONWEALTH OF)
MASSACHUSETTS)

On this 23 day of July, 1999, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Joseph F. Fila Jr., to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

David M. Garbutt,

Notary Public.
My Commission expires on
12/3/04

Providence
CITY OF ~~BOSTON~~)
State of Rhode Island) ss.:
~~COMMONWEALTH OF~~)
~~MASSACHUSETTS~~)

On this 27th day of July, 1999, before me, a Notary Public in and for the State of RI ~~Commonwealth of Massachusetts~~, personally appeared Allan M. Shine, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Joyce M. Gauthier Notary Public

NOTARY PUBLIC
AND
My Commission

Notary Public.
My Commission expires on 6/15/01

6/13/01

Schedule 2A

Patents

Soluble β -Glucans - Methods of Use

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY92-01MA	5,532,223	07/02/96		Use of Aqueous Soluble Glucan Preparations To Stimulate Platelet Production