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

4-23-01

## 1. Name of conveying party(ies):

Judith A. Whittum-Hudson

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

## 3. Nature of conveyance:

☒ Assignment & Release ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: February 20, 2001

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

Name: Brian J. Balin

Internal Address:

Street Address:

City: Paoli State: PA Zip:

Additional names(s) of conveying party(ies) 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 this application is:

A) Patent Application No.(s)

09/227,749

B) Patent Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

CAESAR, RIVISE, BERNSTEIN,  
COHEN & POKOTILOW, LTD.Attn: Eric S. Marzluf, Esq.  
12<sup>th</sup> Floor - 7 Penn Center  
1635 Market Street; Phila, PA 19103-2212

## 6. Total number of applications and patents involved.....

1

7. Total fee (37 CFR 3.41)..... \$ 40.00

☒ Authorized to Charge to Deposit Account No.  
 03-0075 (duplicate attached)

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8. 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.

Eric S. Marzluf

Name of Person Signing

Signature

April 20, 2001

Date

05/14/2001 DBYRNE

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Total number of pages including cover sheet, attachments and document: 6

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Customer No. 03000/Attorney Docket No. I1059/20001

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20531

PATENT

REEL: 011787 FRAME: 0536

RECORDATION FORM COVER SHEET

Customer No. 03000

Attorney Docket No. I1059/20001

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2. (Continued): Name and Address of receiving parties:

Name: J. Todd Abrams

Address: Merion, PA

PATENT

REEL: 011787 FRAME: 0537

## **ASSIGNMENT AND RELEASE**

WHEREAS, BRIAN J. BALIN, of Paoli, PA ("Brian") and ALAN P. HUDSON, of Novi, 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

WHEREAS, J. TODD ABRAMS, of Merion, PA ("Todd") and JUDITH A. WHITTUM-HUDSON ("Judith"), of Novi, 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 assigned to Brian and Todd, jointly, all of Alan's interest in the Invention pursuant to an Assignment and Release effective January 18, 2000 ("Alan's Assignment and Release"), pursuant to which Alan receives as royalties twelve and one half percent (12.5%) ("Alan's Royalties") of the Net Amount Received by Brian and Todd (as such term is defined in Alan's Assignment and Release); and

WHEREAS, Judith has represented to Brian and Todd that Johns Hopkins University ("JHU"), Judith's employer at the time of the development of the Invention, has confirmed to Judith in writing that it has no interest in the Invention; and

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

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

1. Judith hereby sells, assigns, releases, conveys and transfers to Brian and Todd, jointly, and to their respective heirs, executors, administrators and assigns, all of Judith'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, 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 Judith, in the aggregate, a royalty of twelve and one-half percent (12.5%) of the Net-Net Amount Received by Brian and Todd (as hereinafter defined). The "Net-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 any royalty or other amounts claimed by JHU (if applicable) less Alan's Royalties less all costs incurred by Brian and Todd (or any entity controlled 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 Judith 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 Judith therefrom, and such other information as Judith may reasonably request from time to time.

3. Judith 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 Judith.

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:

Judith A. Whittum-Hudson  
Judith A. Whittum-Hudson, Ph.D.

Date: February 20, 2001

Assignees:

Brian J. Balin  
Brian J. Balin, Ph.D.

Date: February 22, 2001

J. Todd Abrams  
J. Todd Abrams, Ph.D.

Date: February 22, 2001

COMMONWEALTH PENNSYLVANIA

: SS.

COUNTY OF MONTGOMERY

On this 22<sup>nd</sup> day of FEB, 2001, 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:

NOTARIAL SEAL  
LISA DiTANNA, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Sept. 1, 2001

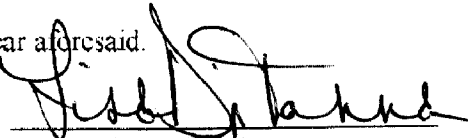
COMMONWEALTH PENNSYLVANIA

: SS.

COUNTY OF MONTGOMERY

On this 22<sup>nd</sup> day of FEB, 2001, 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:

NOTARIAL SEAL  
LISA DiTANNA, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Sept. 1, 2001

STATE OF MICHIGAN

: SS.

COUNTY OF

On this 20<sup>TH</sup> day of FEBRUARY, 2001, before me, the subscriber, a Notary Public in and for the State of Michigan and County of OAKLAND, personally appeared Judith A. Whittum-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

KAY C. CARROLL

Notary Public, Oakland County, MI

My Commission Expires: My Commission Expires Mar. 3, 2003

Acting in Wayne County, MI

