

10-03-2001



FORM PTO-1595 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECO

101863555
PATENTS ONLY

Attorney Docket
No.: 053689-5001 (0036-17)

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

1. Name of conveying party(ies): **9-2801**
AHS Hospital Corp.

2. Name and address of receiving party(ies):
Atlantic Health System, Inc.
325 Columbia Turnpike
Florham Park, New Jersey 07932
SEP 28 2001

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: **September 13, 2001**

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):
08/757,926, filed November 27, 1996
PCT/US96/18560, filed November 29, 1996

B. Patent No.(s):
5,766,869, issued June 16, 1998

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence document should be mailed:
KATHRYN DOYLE, Ph.D., J.D.
MORGAN, LEWIS & BOCKIUS, L.L.P.
1701 Market Street
Philadelphia, PA 19103
Telephone: (215) 963-5000
Direct Dial: (215) 963-4723
Facsimile: (215) 963-5299
E-Mail: kdoyle@morganlewis.com

6. Total number of applications and patents involved: [1]
7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = \$ **40.00**
 Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **50-0310**
(Billing No.: 053689-5001)

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.

Kathryn Doyle
Name of Person Signing

Kathryn Doyle
Signature

September 25, 2001
Date

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

10/04/2001 LNUELLER 00000080 5766869
01 EC:581 40.00 00
OMB No. 0651-0011 (exp. 4/94)

PATENT
REEL: 012205 FRAME: 0516

Attorney Docket No. 0036-12
(053689-5001)

ASSIGNMENT

WHEREAS, AHS Hospital Corp., a corporation of the State of New Jersey, having a post office address of 99 Beauvoir Avenue, Summit, New Jersey 07901, U.S.A., hereinafter generally referred to as "ASSIGNOR," is the sole owner of a certain new and useful invention related to "Factor V Ratio Blood Test for Susceptibility to Thromboembolism", described in U.S. Provisional Application No. 60/007,815, filed November 30, 1995, U.S. Patent Application No. 08/757,926, filed November 27, 1996, now issued U.S. Patent No. 5,766,869, issued June 16, 1998, and Patent Cooperation Treaty PCT/US96/18560, filed on November 29, 1996 (pending), by virtue of an assignment recorded in the U.S. Patent and Trademark Office on November 27, 1996 at reel 8348 and frame 0478,

WHEREAS, Atlantic Health System, Inc., a New Jersey Corporation having a place of business at 325 Columbia Turnpike, Florham Park, New Jersey 07932, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, **AHS Hospital Corp.**, the undersigned ASSIGNOR, hereby agrees to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention and Patent as described above for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above Patent and all United States and foreign Letters Patents which may be granted on said invention including divisions, reissues, reexamination certificates and continuations; and

together with all claims for damages by reason of past infringement of said Letters Patents with the right to sue for and collect the same for its own use and behalf or for the use and behalf of its legal representatives;

said invention and Letters Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behalf, and for ASSIGNEE's legal representatives and assigns to the full

end of the term or terms for which said Letters Patents have been granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Letters Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

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

ASSIGNOR AND ASSIGNEE agree that the within Assignment is made upon the following terms and conditions, to wit: If and when ASSIGNEE receives profits from licensing royalty revenue or other commercial exploitation of any of the Patent Rights assigned, ASSIGNOR and ASSIGNEE agree that such profits shall be distributed in the following order: First, one hundred percent (100%) of such profits shall go to ASSIGNEE to pay for all expenses (i) associated with transferring ownership of the Patent Rights from ASSIGNOR to ASSIGNEE, such transferring expenses to be capped at five thousand dollars (\$5,000.00), and (ii) associated with maintaining the Issued Patent and maintaining and prosecuting the foreign patent applications. Second, one hundred percent (100%) of such profits to ASSIGNOR in an amount not exceeding sixty five thousand dollars (\$65,000.00) as reimbursement for expenditures already incurred by ASSIGNOR in prosecuting or maintaining the Issued Patent and the foreign patent applications. Thereafter, ASSIGNEE shall have no further financial obligation to ASSIGNOR in connection with the Patent Rights, except as set forth below in this paragraph. Third, subject and subordinate to the above payments, any additional profit from such royalty revenue or other commercial exploitation of any of the Patents Rights shall be distributed as follows: ten percent (10%) to ASSIGNOR, thirty percent (30%) to the inventor or inventors, and sixty percent (60%) to ASSIGNEE. The 10% share to ASSIGNOR shall be received from ASSIGNEE within thirty (30) days such proceeds being received by ASSIGNEE or immediately, if such royalties are payable to

ASSIGNOR directly. ASSIGNEE, ASSIGNOR and the inventor shall have the right to have made available to it or him upon demand all information and substantiation related to expenses incurred and calculation of profits from royalty revenue or other commercial exploitation of any of the Patent Rights.

9. 13 . 01 _____ (Seal)
 Date Name and Title
 V. P. Legal Affairs
 AHS / AHS ~~Corp.~~ Coop.

STATE OF New Jersey :
 COUNTY OF Morris : ss.
 :

Before me, ~~a notary public~~ ^{an attorney} in and for the State and County aforesaid, on this 13th day of September, 2001, ~~2000~~, personally appeared Stephen Sepaniak, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

James A. Rybka
 Notary Public
 My Commission Expires:
 James A. Rybka
 Attorney at Law, State of N.J.