

FORM PTO-1596
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No.: 57679-025

PATENTS ONLY

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):

MEDICAL CARBON RESEARCH INSTITUTE, L.L.C.

8200 Cameron Road, Suite A-196, Austin, TX 78754-3823

Additional name(s) of conveying party(ies) attached? ☐ Yes

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

Name: VALVE SPECIAL PURPOSE CO., LLC

Address: 8200 Cameron Road

Suite A-196

Austin, TX 78754-3823

3. Nature of Conveyance:

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

Execution Date: November 5, 2002

Additional name(s) & address(es) attached? ☐ Yes

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

If the 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).

5,545,216 5,641,324 5,772,694 5,908,452 6,096,075

5,843,183 6,059,826 6,315,793 6,062,075 5,976,183

6,410,087

Additional numbers attached? ☐ Yes

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

Name: Willem F. Gadiano

Internal Address: McDermott, Will & Emery

Street Address: 600 13th Street, N.W.

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41) \$440.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500417

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.

Willem F. Gadiano, Registration No. 37,136



12-March-2003

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

MCRI PATENT ASSIGNMENT AGREEMENT

This **MCRI PATENT ASSIGNMENT AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this "Agreement") is dated and entered into as of November 5, 2002, by and between Medical Carbon Research Institute, L.L.C., a Delaware limited liability company, with a place of business at 8200 Cameron Road, Suite A-196, Austin, Texas 78754-3823 ("MCRI"), and Valve Special Purpose Co., LLC, a Delaware limited liability company and wholly-owned subsidiary of MCRI, with a place of business at 8200 Cameron Road, Suite A-196, Austin, Texas 78754-3823 ("Valve SPC") (each individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS:

WHEREAS, MCRI owns the full right, title and interest in, to and under the patents and patent applications listed in Appendix A attached hereto (collectively, the "Patents").

WHEREAS, Valve SPC is desirous of acquiring the full right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Assignment. MCRI does hereby assign to Valve SPC all of MCRI's rights, title and interests in, to and under the Patents; all applications for Letters Patent that may hereafter be filed for inventions described in the Patents in any country; all Letters Patent that may be granted for inventions described in the Patents in any country (including, without limitation, all extensions, renewals, reissues, reexaminations and the like thereof and such other forms of protection of industrial property as may be provided by any country); all rights of priority in any country that are based upon the filing dates of the Patents and that are created by any law, treaty or international convention; and all rights to collect damages for any past infringements of the Patents; the aforesaid transferred rights, title and interests to be held and enjoyed by Valve SPC, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by MCRI had this assignment not been made.

Section 2. Representation and Warranty by MCRI. MCRI hereby represents and warrants to Valve SPC that MCRI has the full right, title and interest to convey the entire rights, title and interests assigned hereunder, and that MCRI has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by MCRI. MCRI agrees that it will, upon Valve SPC's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Valve SPC's title in, to and under the Patents.

Section 4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and the applicable federal laws of the United States of America pursuant to Title 35 of the United States Code.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective authorized officers as of the date first above written.

MEDICAL CARBON RESEARCH INSTITUTE, L.L.C.

By: [Signature]

Name: Jack C. Bokros

Title: President and Chief Executive Officer

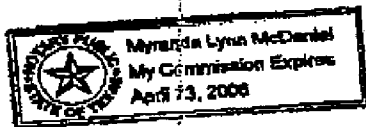
STATE OF Texas

COUNTY OF Travis

On this 5th day of November, 2002 before me personally appeared Jack C. Bokros, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public Myranda Lynn McDaniel



VALVE SPECIAL PURPOSE CO., L.L.C.

By: [Signature]

Name: William E. Cooper

Title: Chief Financial Officer

STATE OF Texas

COUNTY OF Travis

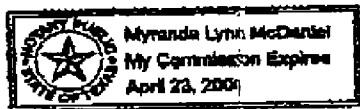
On this 5th day of November, 2002 before me personally appeared William E. Cooper, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public Myranda Lynn McDaniel

[Signature Page to MCRI Patent Assignment Agreement]

(Exhibit I)



APPENDIX A**PATENTS****U.S. PATENTS**

Patent No.	Issue Date
5,545,216	13 AUG 1996
5,641,324	24 JUN 1996
5,772,694	30 JUN 1998
5,908,452	01 JUN 1999
6,096,075	01 AUG 2000
5,843,183	01 DEC 1998
6,059,826	09 MAY 2000
6,315,793	13 NOV 2001
6,062,075	16 MAY 2000
5,976,183	02 NOV 1999
6,410,087	25 JUN 2002

CANADIAN PATENT APPLICATIONS

Serial No.	Filing Date
2,218,621	07 MAY 1996
2,318,130	07 JAN 1999
2,253,425	04 NOV 1998

AUSTRALIAN PATENTS

Patent No.	Issue Date
701949	11 FEB 1999
736769	15 NOV 2001
733842	31 MAY 2001

EUROPEAN PATENT APPLICATIONS

Serial No.	Filing Date
96915584	07 MAY 1996
99902094	07 JAN 1999
98920222	04 MAY 1998

JAPANESE PATENT APPLICATIONS

Serial No.	Filing Date
2000528238	07 JAN 1999