

Date

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RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
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Please record the attached original documents or copy thereof.

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

Rhode Island Hospital, A LifeSpan Partner.

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

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

Name: Andrew N. Makarovskiy

Internal Address: 58 Bellingham Street, Mendon, MA 01756

Street Address: Same as above

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: September 9, 2002

## 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):

09/603,453 filed on June 22, 2000

## B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
Concerning document should be mailed:Name: Ingrid A. Beattie, Ph.D., J.D.  
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 No. 21486-040

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.

Christina V. Karnakis, Reg. No.

For Ingrid A. Beattie, Reg. No. 42,306 45,899

Signature

Christina V. Karnakis, Reg. No.

45,899

9/13/2002

September 13, 2002

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

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

BOX ASSIGNMENT  
Commissioner of Patents and Trademarks  
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TRA 1710817v1

EXPRESS MAIL LABEL NO. EL703689209US

DATE OF DEPOSIT 12/10/02

PATENT  
REEL: 013566 FRAME: 0187

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement") is entered into as of 9-9-02 ("Effective Date"), by and between **Rhode Island Hospital, A LifeSpan Partner**, a Providence, Rhode Island corporation, with offices at 593 Eddy Street, Providence, RI 02903, hereinafter referred to as RIH, and **Andrew N. Makarovskiy**, with an address at 58 Bellingham Street, Mendon, MA 01756, and his successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE.

### 1. Assignment

RIH, for good and valuable consideration as described in Section 1.1 below, hereby assigns, sells and transfers to ASSIGNEE free and clear of all liens and encumbrances: (1) its 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 the application for United States Letters Patent entitled:

#### **COMPOSITIONS FOR IDENTIFICATION AND ISOLATION OF STEM CELLS**

filed with the U.S. Patent and Trademark Office on June 22, 2000 and assigned Serial No. 09/603,453, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) 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 including the right to sue for infringement thereof; and (3) 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, all hereinafter referred to as "Assigned Patent Rights".

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

#### 1.1 Compensation

In consideration of the assignment by RIH to ASSIGNEE as described in Section 1 hereof, ASSIGNEE hereby agrees to pay RIH the aggregate amount of thirty-five thousand dollars (\$35,000) (the "Assignment Fee"), payable as set forth in this Section 1.1. Each calendar quarter commencing on the Commercialization Commencement Date (as defined below) and continuing until ASSIGNEE shall have paid RIH an aggregate amount of compensation equal to the Assignment Fee, ASSIGNEE shall pay RIH an amount equal to fifty percent (50%) of the Aggregate Consideration (as defined below) received by ASSIGNEE in connection with the commercialization of such Assigned Patent Rights (or such lesser percentage as when added to all previous payments hereunder shall total the Assignment Fee). As used herein (i) the term "Commercialization Commencement Date" shall mean the date of the first transaction involving the commercialization, transfer, sublicense or disposition for value of the Assigned Patent Rights

(including without limitation any transaction involving the sale of any product incorporating or derived from the Assigned Patent Rights) by or on behalf of ASSIGNEE and (ii) the term "Aggregate Consideration" shall mean all consideration received by ASSIGNEE in connection with the commercialization, transfer, sublicense or disposition for value of the Assigned Patent Rights (including without limitation any transaction involving the sale of any product incorporating or derived from the Assigned Patent Rights), including but not limited to, milestone payments, license or royalty payments, research and development funding, equity payments, signing fees, or progress or success fees. All such payments shall be made by ASSIGNEE to RIH within thirty (30) days of the end of each quarter in which such payment accrues. Each payment shall be accompanied by a report specifying the Aggregate Consideration received by ASSIGNEE and the amount payable to RIH hereunder.

### 1.2 Overdue Fee Payments; Accounting

Subject to the other terms of this Agreement, any portion of the Assignment Fee not paid within the time period set forth in the penultimate sentence in Section 1.1 shall bear interest at a rate of one percent (1%) per month from the due date until paid in full. All payments hereunder shall be made in the United States in United States dollars and shall be made free and clear of any taxes, duties, levies, fees or charges, except for withholding taxes (to the extent applicable).

### 1.3 Records Retention; Review

1.3.1 Records Retention. Commencing as of the Commercialization Commencement Date, ASSIGNEE shall keep for at least three (3) years from the end of the calendar year to which it pertains complete and accurate records of the Aggregate Consideration received by ASSIGNEE in sufficient detail to allow the accuracy of the payments required hereunder to be confirmed.

1.3.2 Review. Subject to the other terms of this Section 1, at the request of RIH, upon at least thirty (30) days' prior written notice from RIH, and at the expense of RIH (except as otherwise provided herein), ASSIGNEE shall permit an independent certified public accountant reasonably selected by RIH and reasonably acceptable to ASSIGNEE to inspect (during regular business hours) the relevant records required to be maintained by ASSIGNEE under this Section 1.3. At RIH's request (which shall not be made more frequently than once per calendar year), the accountant shall be entitled to review the then-preceding three (3) years of records under this Section 1.3 for purposes of verifying ASSIGNEE's calculation of its payment obligations hereunder. If any review reveals a deficiency in the calculation of the amounts payable to RIH hereunder, ASSIGNEE shall promptly pay RIH the amount remaining to be paid, and if such underpayment is by five percent (5%) or more, ASSIGNEE shall pay the reasonable out-of-pocket costs and expenses of the review.

**1.3.3 Other Parties.** ASSIGNEE shall have the right to assign his rights, subject to his obligations, hereunder to any corporation or other entity under his control subject to providing notice to RIH at least ten (10) days prior to such assignment. ASSIGNEE shall include in any agreement with its affiliates terms requiring such party to retain records as required in this Section 1.3 and to permit RIH to inspect such records as required by this Section 1.3

Date: \_\_\_\_\_

*[Signature]*

Signature of:

Rhode Island Hospital, a LifeSpan Partner

State of Rhode Island

Country of United States of America

Subscribed and sworn to before me this 9<sup>th</sup> day of September 2002

*[Signature: Margaret M. McGill]*  
Notary Public

My commission expires \_\_\_\_\_

**Margaret M. McGill**  
Notary Public  
Commission Expires 11/12/2005  
ID # 33911

Date: \_\_\_\_\_

*[Signature: Andrew N. Makarovskiy]*

Signature of:

Andrew N. Makarovskiy, M.D.

State of Rhode Island

Country of United States of America

Subscribed and sworn to before me this 9<sup>th</sup> day of September 2002

*[Signature: Margaret M. McGill]*  
Notary Public

My commission expires \_\_\_\_\_

**Margaret M. McGill**  
Notary Public  
Commission Expires 11/12/2005  
ID # 33911

U.S.S.N.: 09/603,453  
Inventor: A. Makarovskiy

Attorney Docket No.: 21486-040

TRA 1708456v1