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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102358288

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

1. Name of conveying party(ies): 2-3-03

Health Research, Inc.

2. Name and address of receiving party(ies)

Name: Serometrix, LLC

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 5 Adler DriveCity: East Syracuse State: NY Zip: 13057Execution Date: 08/22/2001Additional name(s) & address(es) 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 the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) 5,674,842;5,707,963Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael P. WilliamsInternal Address: Bond, Schoeneck & King, PLLCStreet Address: One Lincoln CenterCity: Syracuse State: NY Zip: 132026. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41).....\$ 80.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1546

DO NOT USE THIS SPACE

9. Signature.

Michael P. Williams

Name of Person Signing

Michael P. Williams

Signature

01/27/2003

Date

02/05/2003 DBYRNE 00000039 501546 5674842

Total number of pages including cover sheet, attachments, and documents: 4

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013718 FRAME: 0075

**ASSIGNMENT**

WHEREAS, Health Research, Inc. and Serometrix, LLC entered into a License Agreement dated August 22, 2001 (hereinafter referred to as "the License Agreement");

WHEREAS, Health Research, Inc. (HRI), of One University Place, Rensselaer, New York 12144, is the owner of United States Patent No. 5,674,842, issued October 7, 1997 and United States Patent No. 5,707,963, issued January 13, 1998, hereinafter collectively referred to as "Patents";

AND WHEREAS, Serometrix, LLC, with its mailing address at 5 Adler Drive, East Syracuse, New York 13057, desires to acquire the entire right, title and interest in and to the said Patents:

NOW, THEREFORE, for good and valuable consideration including the payments as required under Article 4 of the License Agreement, the receipt of which is hereby acknowledged, HRI does hereby acknowledge that HRI has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said Serometrix LLC, its successors, legal representatives and assigns, the entire right, title and interest in, to and under US Patents 5,674,842 and 5,707,963, and all reissues and extensions thereof, and all rights to sue for past infringement of the Patents.

By virtue of this Assignment agreement and for the good and valuable consideration indicated above, Serometrix LLC hereby grants an irrevocable, royalty-free, non-exclusive license to HRI to make, to have made, and to use the invention covered by the Patents solely in HRI's internal, non-commercial research efforts.

By virtue of this Assignment agreement and for the good and valuable consideration indicated above, HRI hereby agrees, upon receipt of a written request from Serometrix LLC, to promptly provide detailed confidential summaries to Serometrix LLC concerning all aspects of HRI's research efforts and results directly leading to the Patents; and HRI further agrees to promptly provide confidential summaries of any research efforts, including results, using the invention covered by the Patents in HRI's internal, non-commercial research efforts.

HRI hereby grants to Serometrix LLC an exclusive option to negotiate a license to new discoveries relating to this Agreement. This option shall expire six months from the date on which any such invention is disclosed. The parties agree to negotiate in good faith in order to ensure that such licenses include assurances that Serometrix LLC will exert due diligence in bringing the licensed technology to practical application, and will include a royalty payable to HRI based upon the net sales of the product, such royalty to be negotiated on a reasonable basis by both parties. This exclusive option to negotiate a license for new discoveries relating to this Agreement is for a three year period beginning the date of execution of the License Agreement.

## Appendix 1

Serometrix LLC acknowledges HRI's interest in publishing certain of its results to obtain recognition within the scientific community and to advance the state of scientific knowledge. Each party also recognizes the mutual interest in obtaining valid patent protection. Consequently, HRI, its employees or consultants wishing to make a publication (including any oral disclosure made without obligation of confidentiality) relating to work performed under this Agreement shall transmit to Serometrix LLC a copy of the proposed written publication at least sixty (60) days prior to submission for publication, or an outline of such oral disclosure at least thirty (30) days prior to presentation. Serometrix LLC shall have the right to request a delay in publication in order to protect patentable information. If such a delay is requested, HRI shall delay submission or presentation of the publication for a period of ninety (90) days to enable the parties to file patent applications covering the subject matter of the publication.

Serometrix shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold HRI, the New York State Department of Health and the State of New York and all respective trustees, officers, employees and affiliates, harmless against all claims and expenses, including legal expense and reasonable attorneys' fees, arising out of the death of or injury to any person or persons (or property) or out of any damage to property and against any other claim, proceeding, demand, expense and liability or any kind to the extent resulting from the production, manufacture, use, or consumption of the Patent Rights or Technology by Serometrix or arising from any obligation of Serometrix hereunder.

**EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, HRI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF LICENSED PATENT RIGHTS CLAIMS, ISSUED OR PENDING. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY HRI THAT THE PRACTICE BY LICENSEE OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY.**

Neither party shall use the name or names of the other party or, New York State Department of Health or the State of New York, or any of their employees or any adaptation, abbreviation or derivative of any of them, whether oral or written, related to the terms, conditions or subject or subject matter of this Agreement, without the prior written permission of such other party.

Executed on behalf of **Health Research, Inc.:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

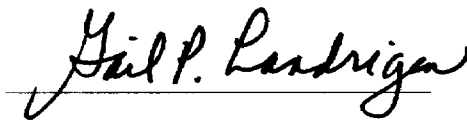
Date: \_\_\_\_\_



**Michael Barth, Exec Dir, HRI**

STATE OF  
COUNTY OF Renss. SS:

This 23 day of Jan., 2002, before me personally came the above-named Michael Barth to me personally known as the individual who executed the same of his/her own free will for the purposes therein set forth.



Notary Public

(seal)

GAIL P. LANDRIGAN  
Notary Public, State of New York  
No. 01LA5065781  
Qualified in Rensselaer County  
Commission Expires 9/16/06

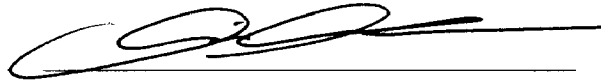
Executed on behalf of **Serometrix, LLC:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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




**Michael M. Muehleemann**

**Manager and President**

12/4/02

STATE OF  
COUNTY OF Onondaga SS:

This 4<sup>th</sup> day of Dec, 2002, before me personally came the above-named \_\_\_\_\_, to me personally known as the individual who executed the same of his/her own free will for the purposes therein set forth.



Notary Public

(seal)

MARLENE K. GARDNER  
No. 01GA6005967  
Notary Public, State of New York  
Qualified in Onondaga County  
My Commission Expires 05/18/2006