

Form PTO-1595

(Rev. 6/93)

OMB No. 0651-0011 (exp. 4/94)

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

## PATENTS ONLY

Patent And Trademark Office

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

1. Name of conveying party(ies):

Kionix, Inc.

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

Name: Advion Biosciences, Inc.

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

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

4. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other licenseExecution Date: October 17, 20033. Street Address: 15 Catherwood RoadCity: Ithaca State: New YorkZip: 14850Additional name(s) & addresses attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the filing date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s) 6,461,516Additional numbers attached? ☐ Yes ☒ No

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

Name: Patent GroupInternal Address: Foley Hoag LLPStreet Address: 155 Seaport BoulevardCity: Boston State: MA ZIP: 02210

7. Total number of applications and patents involved (1)

8. Total Fee (37 CFR 3.14) ..... \$ 40.00☐ Enclosed☒ Authorized to be charged to our deposit account

9. Deposit account number:

06-1448, Ref. 23983-6; KNX-5 DV1

(Attach duplicate copy of this page if paying by deposit account)

## DO NOT USE THIS SPACE

10. 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 redacted version of the original document.*

Kingsley L. Taft, Reg. No. 43,946

Name of Person Signing and Reg. No.

Signature

November 18, 2003

Date

Total number of pages including cover sheet, attachments, and document: (5)

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

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

## RECORDAL FORM OF LICENSE AGREEMENT

**ADVION BIOSCIENCES, INC.**, a Delaware Corporation with its principal place of business at 15 Catherwood Road, Ithaca, New York ("**Advion**"), and **KIONIX, INC.**, a Delaware corporation with its principal place of business at 36 Thornwood Drive, Ithaca, New York ("**Kionix**"), have entered into a Licensed Agreement, dated October 17, 2003, pursuant to which, among other things, Kionix has granted certain rights to Advion that are exclusive and non-exclusive in nature. A redacted copy of certain provisions of the License Agreement are provided below:

\* \* \*

### **License Agreement**

THIS LICENSE AGREEMENT (referred to herein as this "**License**" or this "**Agreement**"), dated as of October 17, 2003 (the "**Effective Date**"), is made by and between **ADVION BIOSCIENCES, INC.**, a Delaware Corporation with its principal place of business at 15 Catherwood Road, Ithaca, New York ("**Advion**"), and **KIONIX, INC.**, a Delaware corporation with its principal place of business at 36 Thornwood Drive, Ithaca, New York ("**Kionix**"), each of Advion and Kionix referred to as a "**Party**" and collectively as the "**Parties**" herein.

### **ARTICLE I – DEFINITIONS**

1.1 "**Affiliate**" means any entity that controls, is controlled by, or is under common control with a Party hereto. For purposes of this definition, "**control**" means (a) in the case of corporate entities, direct or indirect ownership of a majority of the stock or shares having the right to vote for the election of directors, and (b) in the case of non-corporate entities, direct or indirect ownership of a majority of the equity interest with the power to direct the management and policies of such non-corporate entities, *provided however* that if local law restricts foreign ownership, with respect to each of the immediately preceding clauses (a) and (b), control shall be established by direct or indirect ownership of the maximum ownership percentage that may, under such local law, be owned by foreign interests.

1.4 "**Exclusive Field of Use**" means the manufacture, use, sale, offer for sale and import of an electrospray device for use in connection with mass spectrometry. Said electrospray device may, or may not, further contain fluid manipulation structure(s) (e.g., ports, channels, reservoirs, valves) and/or separation science technology(ies) (e.g., liquid chromatography, high performance liquid chromatography, capillary electrophoresis, capillary electrochromatography (CEC), solid-phase extraction (SPE), liquid-liquid extraction, affinity techniques), but said fluid manipulation structure(s) and/or separation science technology(ies) by themselves are not within the Exclusive Field of Use.

1.7 "**Licensed Patent Rights**" means (a) U.S. Application Serial No. 09/156,037 (the "**'037 Application**"), U.S. Application Serial No. 09/156,507 (the "**'507 Application**"), and U.S. Application Serial No. 60/122,972 (the "**'972 Application**"), and (b) all Patent Rights, filed for before or after the Effective Date, with the right of priority based in whole or in part, directly or indirectly, on the '037 Application, the '507 Application and/or the '972 Application, other

than the '145 Patent Rights. **EXHIBIT A** sets forth the Licensed Patent Rights in existence as of the Effective Date ...

**1.12 "Patent Rights"** means (a) any patents, patent applications, any patents issuing therefrom worldwide, and all provisional rights with respect to patent applications, (b) any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under applicable patent law or regulation or other law or regulation), and certificates of invention of any patents or patent applications, and (c) any foreign or international equivalents of any of the foregoing.

**1.18 "third party"** means any entity or person other than Advion or Kionix.

## **ARTICLE II – LICENSES**

### **2.1 License to Licensed Patent Rights.**

**2.1.1** Kionix hereby grants to Advion a worldwide, perpetual and irrevocable license, under all of Kionix's entire right, title and interest in and to the Licensed Patent Rights, to make, have made, use, import, offer for sale and sell any products, services and methods, *both in and outside* the Exclusive Field of Use. The license granted by this Section 2.1.1 is not exclusive, except as expressly set forth in Section 2.2.

**2.2 Exclusivity of License to Advion.** The license granted by Kionix in Section 2.1.1 shall be exclusive to Advion within the Exclusive Field of Use with respect to all persons and entities other than Advion (*i.e.*, Kionix, all its Affiliates and all third parties). During the term of this Agreement, Kionix shall not (a) utilize or practice, or grant any rights of any kind to any Kionix Affiliate or any third party, with respect to the Licensed Patent Rights within the Exclusive Field of Use ....

**2.5 Sublicenses.** ... The license granted by Kionix in Section 2.1.1 shall be sublicensable by Advion through multiple tiers to third parties without the consent of Kionix, *but only* in the Exclusive Field of Use. ....

### **3.1.2 ....**

**(A)** ... the U.S. patent application identified in **EXHIBIT C** as 200701/1008 and having U.S. Serial No. 10/427,145 (the **"145 Application"**). ... (a) the '145 Application, (b) all Patent Rights issuing thereon or otherwise arising therefrom, and (c) all claims of Patent Rights with the right of priority based in whole or in part, directly or indirectly, on the '145 Application, provided such claims encompass only the inventions or aspects thereof claimed as of the Effective Date in the '145 Application (all of the foregoing Patent Rights identified in the immediately preceding clauses (a) to (c), the **"145 Patent Rights"**). ....

\* \* \*

LICENSE AGREEMENT

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

ADVION BIOSCIENCES, INC.

KIONIX, INC.

By Thomas R. Kurz  
Thomas R. Kurz  
Chief Operating Officer

By Gregory J. Galvin, Ph.D.  
Gregory J. Galvin, Ph.D.  
President and CEO

PATENT

REEL: 014128 FRAME: 0850

**Redacted Exhibit A**

U.S. Patent Application No. 09/746,866 issued as Patent No. 6,461,516