

# RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 1440.1038-003

To the Director of the U.S. Patent and Trademark Office. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies)</p> <p><b>BETH ISRAEL DEACONESS MEDICAL CENTER, INC.</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JOHN W. LAWLER</u></p> <p>Internal Address: <u>RESEARCH NORTH, RN-270C</u></p> <p>Street Address: <u>BETH ISRAEL DEACONESS MEDICAL CENTER, INC.</u></p> <p><u>330 BROOKLINE AVENUE</u></p> <p>City: <u>BOSTON</u> State: <u>MA</u> ZIP: <u>02215</u></p> <p>Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: <u>July 17, 2000; January 22, 2001</u></p>	

<p>4. Application number(s) or patent number(s).</p> <p>A. Patent Application No (s)</p> <p><u>10/084,832</u></p>	<p>B Patent No.(s)</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Doreen M. Hogle, Esq.</u></p> <p>Internal Address: <u>Hamilton, Brook, Smith &amp; Reynolds, P C.</u></p> <p>Street Address: <u>530 Virginia Road, P.O. Box 9133</u></p> <p>City: <u>Concord</u> State: <u>MA</u> ZIP: <u>01742-9133</u></p>	<p>6. Total number of applications and patents involved: <input type="checkbox"/> 1</p> <p>7. Total Fee (37 C F R 3.41): ..... \$ <u>40</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorization to charge deposit account number 08-0380</p> <p><input type="checkbox"/> Previously submitted - Doc ID No. <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380</p> <p>Do not attach a copy of this page if paying by deposit account and filing via facsimile.</p> <p>Attach a copy of this page if paying by deposit account and filing via mail</p>
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**DO NOT USE THIS SPACE**

8. 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.*

Carol A. Egner  
Name of Person Signing

Carol A. Egner  
Signature

September 28, 2004  
Date

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

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Docket No. 1440.1038-003

RECORDATION FORM COVER SHEET - PAGE 2

CONTINUATION OF BOX 2

Name: MUSTAPHA ABDELOUAHED

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

Street Address: 55 LOCUST AVENUE

City: WORCESTER State: MA ZIP: 01604

Additional name(s) & address(es) attached? [ ] Yes [X] No

## ASSIGNMENT OF RIGHTS AND REIMBURSEMENT OF LEGAL EXPENSES AGREEMENT

WHEREAS, John Lawler and Mustapha Abdelouahed (hereinafter referred to as "INVENTORS") have developed and disclosed to Beth Israel Deaconess Medical Center, Inc. (hereinafter referred to as "BIDMC") an invention which is the subject of U.S. Patent Application Serial Number 60/151,314 entitled "Ternary Complex and Immunoassays for Diagnosing Type 2 Heparin-Induced Thrombocytopenia" and any continuations, continuations in-part, reissues or extensions thereof hereinafter referred to as "INVENTION"); and

WHEREAS, the INVENTORS have requested that BIDMC release to them all rights which are owned by BIDMC relating to the INVENTION; and

WHEREAS, BIDMC has reviewed the circumstances pertaining to the creation and commercial potential of the INVENTION and has determined that a release of rights to the INVENTORS in accordance with the terms set forth below is in BIDMC's and the public's best interest;

NOW THEREFORE, BIDMC and the INVENTORS hereby do mutually agree as follows:

1. With the exception of the reservations in paragraphs 7 and 8 below, BIDMC hereby releases and assigns to the INVENTORS all right, title and interest which it owns relating to the INVENTION, in and throughout the United States of America, its territories and all foreign countries, in and to the said INVENTION, in its present form as described in U.S. Patent Application Serial Number 60/151,314;
2. As consideration for such release, the INVENTORS agree that first revenues they receive from the licensing or other commercialization of the invention shall be applied to the reimbursement of BIDMC's documented patent expenses incurred prior to the execution of this Release Agreement before any other use of such funds is made. BIDMC represents that the total amount of such expenses is \$11,819.61.
3. As additional consideration for such release, the INVENTORS shall pay to BIDMC 10% of any and all revenues which are RECEIVED BY THE INVENTORS from their efforts to commercialize the INVENTION. However, the INVENTORS shall first recover their documented expenses for securing, licensing and protecting any patent rights prior to calculating the amount due to BIDMC.
4. BIDMC and the INVENTORS agree that from the date of execution of this Release Agreement, expenses related to the protection, licensing and development of the INVENTION shall be borne by the INVENTORS.
5. The INVENTORS shall not continue any further research or development of the INVENTION utilizing any resources of BIDMC without the express written consent of BIDMC.

- 6. The INVENTORS agree that they shall inform BIDMC upon the occurrence of the following events: (a) Utility U.S. patent application submitted for the INVENTION, (b) U.S. patent issued for the INVENTION, and (c) first revenues received in commercialization of the INVENTION. After first revenues are recorded from commercialization of the INVENTION, the INVENTORS shall provide to BIDMC an annual financial report and payments required under paragraph 2 no later than January 31 for the preceding calendar year.
- 7. BIDMC hereby reserves an irrevocable, nonexclusive, nontransferable, royalty-free license to the INVENTION for research and education purposes only, and not for Commercial purposes.
- 8. In light of U.S. Government Funding which led to the INVENTION, the U.S. Government reserves certain nonexclusive rights in the INVENTION, as set forth in 37CFR401-14(a). Upon execution of this Release Agreement, the INVENTORS shall be responsible for addressing all obligations of 37CFR401.14(a) as "contractor."

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**INVENTORS**

**BETH ISRAEL DEACONESS  
MEDICAL CENTER, INC.**

*John Lawler*  
(John Lawler)

*Mark Chalek*  
Mark Chalek  
Director, Office of Corporate Research

Date: 7/11/00

Date: 7/17/00

*Mustapha Abdelouahed*  
(Mustapha Abdelouahed)

Date: 7/17/00

**COMMONWEALTH OF MASSACHUSETTS**

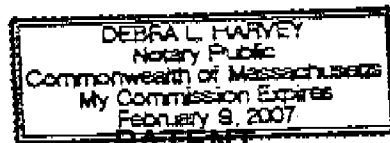
**Suffolk County**

On this day, then personally appeared before me the above-named Mark Chalek and acknowledged that he executed the foregoing instrument on behalf of such corporation with authority to do so, and that signing of the instrument is the free act and deed of the corporation.

Dated this 17th day of July, 2000.

*Debra L. Harvey*  
Notary Public  
Name:  
My commission expires:

(SEAL)





# BETH ISRAEL DEACONESS MEDICAL CENTER

A member of CAREGROUP



A major teaching hospital of Harvard Medical School

Mark Chalek  
Director

December 14, 2000

Office of  
Corporate Research

John Lawler, Ph.D.  
RN 270C

Mustapha Abdelouahed, Ph.D.  
RN 270C

Re: Patent Application entitled Ternary Complex and Immunoassays for Diagnosing Type 2 Heparin-Induced Thrombocytopenia

Dear Drs. Lawler and Abdelouahed:

This Letter Amendment is made this 14th day of December, 2000 by and between John Lawler and Mustapha Abdelouahed (INVENTORS) and Beth Israel Deaconess Medical Center (BIDMC).

WHEREAS INVENTORS and BIDMC entered into an Assignment of Rights and Reimbursement of Legal Expenses Agreement (AGREEMENT), fully executed on the 17th day of July, 2000.

WHEREAS, pursuant to Article 3 of the AGREEMENT, INVENTORS agreed to pay BIDMC 10% of any and all revenues after full reimbursement as specified in Article 2.

WHEREAS, BIDMC, after careful consideration, has decided to hereby waive and forfeit its claim to the 10% of any and all revenues, but not however, to full reimbursement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, INVENTORS and BIDMC agree as follows:

1. Article 1., line 1, change 7 to 6 and 8 to 7
2. Delete Article 3. in its entirety
3. Renumber Articles 4, 5, 6, 7 and 8 respectively to 3, 4, 5, 6 and 7

IN WITNESS WHEREOF, the parties have executed this Letter Amendment as of the date set forth below.

INVENTORS

BETH ISRAEL DEACONESS  
MEDICAL CENTER, INC.

\_\_\_\_\_  
(John Lawler)

\_\_\_\_\_  
Mark Chalek  
Director, Office of Corporate Research

Date: 12/14/00  
  
\_\_\_\_\_  
(Mustapha Abdelouahed)

Date: 01/22/01

Date: 01/16/01

330 Brookline Avenue, MT-1  
Boston, MA 02215

(617) 632-8559  
fax (617) 632-7020  
mchalek@caregroup.harvard.edu

HAMILTON, BROOK, SMITH & REYNOLDS, P.C.  
530 Virginia Road, P.O. Box 9133  
Concord, MA 01742-9133

Telephone: (978) 341-0036

Facsimile: (978) 341-0136

**FACSIMILE COVER SHEET**

**Examiner:** Assignment Division  
U.S. Patent and Trademark Office

**Date:** September 28, 2004

**Client Code:** 1440.1038-003

**Facsimile No.:** 703-306-5995

**From:** Carol A. Egner, Esq.

**Subject: Paper:** Assignment Recordation  
**Docket No.:** 1440.1038-003  
**Applicants:** Mustapha Abdelouahed and John W. Lawler  
**Application No.:** 10/084,832  
**Filing Date:** February 27, 2002

Number of pages including this cover sheet: 6

Please confirm receipt of facsimile: Yes X No     

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