Substitute Form PTO-1595 Attorney Docket No.: 16969-017002

RECORDATION FORM COVER SHEET **PATENTS ONLY**

Commissioner for Patents: Please record the attached original docum	Onlig) or copylige)
Name of conveying party(ies):	
SpectruMedix Corporation	Name and address of receiving party(ies):
Additional name(s) attached? ☐ Yes ❷ No	SpectruMedix LLC 2124 Old Gatesburg Road
3. Nature of conveyance:	State College, PA 16803
☑ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other:	
Execution Date: 04/08/2002	Additional names/addresses attached? ☐ Yes ☒ No
Application number(s) or patent number(s):	
If this document is being filed with a new application, the execution	date of the conficction in
A. Patent Application No(s).:	B: Patent No(s).:
11/047,355	211 Stelle (10(3)
Additional numbers att	mohod? D.V.a. Els.
5. Name/address of party to whom correspondence concerns.	ZCHOUT LI TOS IS NO
document should be mailed:	6. Total number of applications/patents involved; 1
TIMOTHY A. FRENCH	7. Total fee (37 CFR §3.41): \$40
Fish & Richardson P.C.	□ Enclosed
225 Franklin Street Boston, MA 02110-2804	Authorized to charge Deposit Account,
5031011, MP4 021 10-2604	8. Deposit Account No.; 06-1050
	Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE	THIS SPACE
9. Statement and Signature: To the best of my knowledge and any attached copy is a true copy of the original document. Julius C. Fister, III, Ph.D. Reg. No. 46,702	belief, the foregoing information is true and correct and
Name of Person Signing Signature	Date / 120, 2005
Total r	number of pages including coversheet, attachments and document: 9

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date

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Attachment A

Application No.

09/413,355

09/577,479

09/676,526

09/757,632

09/843,918

09/849,239

09/874,331

10/011,977

60/329,739

DC1 - 339184.1

PATENT

REEL: 016113 FRAME: 0508

Attachment B

U.S. Patent No.

5,885,430

5,916,428

5,998,796

6,027,627

6,063,251

6,118,127

6,217,731

6,241,949

6,352,633

6,364,516

6,365,024

6,375,819

DC1 - 339184.1

PATENT REEL: 016113 FRAME: 0509

<u>ASSIGNMENT OF PATENT RIGHTS</u>

THIS ASSIGNMENT is made as of this 29th day of March, 2002, by SpectruMedix Corporation, a Delaware corporation ("Assignor") in favor of SpectruMedix LLC, a Delaware limited liability company ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, and assign to Assignee, its successors, assigns and legal representatives, all of the rights, title and interests in and to the patents and patent applications listed on Schedule A, attached hereto, including without limitation, all patents which may be granted on any of the aforesaid patent applications, the worldwide rights to the inventions described and claimed therein, and reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by Assignee for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, together with all income, royalties, damages and payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, together with all causes of action for any and all infringements which may have occurred prior to the execution of this Assignment and the right to receive and retain the proceeds relating to those infringements. Assignee shall have the right to obtain and hold in its name all patents, registrations and similar protection throughout the world which may be available in the patents and patent applications.

Assignor agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the patents and patent applications and any reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part therefor, as Assignee may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the patents and patent applications or any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with Assignee in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) to perform all other affirmative acts which in Assignee's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the patents and patent applications and any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor.

This Assignment includes the right, where such right can be legally exercised by Assignee, in its own name, to apply for and obtain patents in countries foreign to the United

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States of America, including the full right to claim for any such applications the benefits of the International Convention for Protection of Industrial Property or similar agreements, as fully and entirely as Assignor could have done if the applications had been filed in its name, and the entire interest in any patents which may be granted on any such applications in such foreign countries.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all letters patent of the United States of America that may be granted upon any patent application or any reissues, divisions, continuations, renewals, extensions and continuations-in-part therefor covered by this Assignment to Assignee, its successors and assigns.

Assignor hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor hereby grants to both Assignee and the law firm of Hahn & Hessen LLP of New York, New York (and any other law firm designated by Hahn & Hessen LLP), authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the patents and patent applications for purposes of recordation in the United States Patent and Trademark Office or any similar or comparable office or officials of any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of Assignor and is effective as of the date first above written.

SPECTRUMEDIX CORPORATION

a link

U. disch

Name: Ilan Reich

Title: President

SPECTRUMEDIX LLC

Name: Ilan Reich

Title: Manager

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State of New York)			
)ss,:			
County of New York)			
On the day of	ice to be the individual I to me that he is the Pr ribed in and which exe	, personally known to l whose name is subs resident of SPECTRU cuted the foregoing i	o me or proved to cribed to the JMEDIX
LOUISE JORDAN Notary Public, State of New York No. 01J05083725 Qualified in Westchester County Certificate Filed in New York County Commission Expires August 16, 20	Notary Public	<u> </u>	
State of New York)	_		
)ss.:			
County of New York)			
On the day of satisfactory evidence within Agreement and acknowledged the company described in and which ename thereto by order of the Board of	ce to be the individual to me that he is the Ma executed the foregoing	personally known to whose name is subsc anager of SPECTRU instrument, and that	me or proved to ribed to the MEDIX LLC

Notary Public

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LOUISE JORDAN
Notary Public, State of New York
No. 01JO5083725
Gualified in Westchester County
Certificate Filed in New York County
Commission Expires August 18, 2005



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Schedule A

Issued United States Patents

Reference No.	U.S. Patent No.	Filing Date	Issue Date
9046-003-999	5,885,430	October 4, 1996	March 23, 1999
9046-007-999	6,063,251	May 30, 1997	May 16, 2000
9046-009-999	6,027,627	June 29, 1998	February 22, 2000
9046-012-999	5,998,796	May 26, 1998	December 7, 1999
9046-015-999	5,916,428	June 7, 1998	June 29, 1999
9046-024-999	6,217,731	October 21, 1998	April 17, 2001
9046-027-999	6,352,633	August 31, 1999	March 5, 2002
9046-028-999	6,365,024	August 11, 1999	April 2, 2002
9046-030-999	6,241,949	August 17, 1999	June 5, 2001
9046-031-999	6,364,516	August 24, 1999	April 2, 2002
9046-033-999	6,118,127	November 29, 1999	September 12, 2000

Pending United States Patent Applications

Reference No.	U.S. Application No.	Filing Date
9046-022-999	09/843,918	April 30, 2001
9046-029-999	09/373,909	August 13, 1999
9046-032-999	09/413,355	October 6, 1999
9046-034-999	09/676,526	October 2, 2000
9046-035-999	09/577,479	May 25, 2000
9046-037-999	09/757,632	January 11, 2001
9046-044-999	09/874,331	June 6, 2001
9046-050-999	09/849,239	May 7, 2001
9046-053-888	60/329,739	October 18, 2001
9046-054-999	10/011,977	December 11, 2001

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Pending and Completed Patent Cooperation Treaty Applications

Reference No.	PCT Application No.	Filing Date	Priority Date
9046-007-228	US97/17792	October 3, 1997	October 4, 1996
9046-009-228	US98/13667	June 30, 1998	June 30, 1997
9046-012-228	US98/27259	December 22, 1998	December 22, 1997
9046-022-228	US00/00793	January 12, 2000	January 12, 1999
9046-024-228	U\$99/24657-	October 21, 1999	October 21, 1998
9046-027-228	US00/23709	August 29, 2000	August 31, 1999
9046-030-228	US00/22460	August 16, 2000	August 17, 1999
9046-032-228	US00/26554	September 25, 2000	October 6, 1999
9046-034-228	US01/28281	September 10, 2001	September 11, 2000
9046-035-228	US01/16769	May 23, 2001	May 25, 2000
9046-036-228	US01/08527	March 15, 2001	March 16, 2000
0046-041-228	US01/08526	March 15, 2001	March 17, 2000
9046-042-228	US01/13336	April 25, 2001	April 25, 2000
0046-045-228	US01/23051	July 23, 2001	July 21, 2000
0046-046-228	US01/27440	September 4, 2001	September 1, 2000
046-047-228	US01/31665	October 10, 2001	October 11, 2000

PATENT REEL: 016113 FRAME: 0514

Pending Foreign Applications

Reference No.	Application No.	Filing Date (of PCT)
9046-007-227	97945453.5 (EP)	October 3, 1997
9046-009-001	2,295,227 (CA)	June 30, 1998
9046-009-012	12-500540 (IP)	June 30, 1998
9046-009-227	98933038.6 (EP)	June 30, 1998
9046-012-001	2,315,812 (CA)	December 22, 1998
9046-012-012	12-525746 (JP)	
9046-012-227	98964854.8 (EP)	December 22, 1998
9046-022-001	2,358,480 (CA)	December 22, 1998
9046-022-012	12-593946 (JP)	January 12, 2000
9046-022-227	00904319.1 (EP)	January 12, 2000
9046-024-001	2,347,961 (CA)	January 12, 2000
9046-024-012	12-577485 (JP)	October 21, 1999
9046-024-227	99955109.6 (EP)	October 21, 1999
9046-027-001	App. No. not yet received CA national stage of PCT/US00/23709	October 21, 1999 August 29, 2000
9046-027-012	12-520093 (JP)	August 29, 2000
9046-027-227	00959564.6 (EP)	August 29, 2000
9046-034-001	App. No. not yet received CA national stage of PCT/US01/28281	September 10, 2001
9046-034-012	App. No. not yet received JP national stage of PCT/US01/28281	September 10, 2001
9046-034-227	App. No. not yet received EP national stage of PCT/US01/28281	September 10, 2001

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