

RECORDATION FORM COVER SHEET **PATENTS ONLY**

Docket No.: 0856.2046-003

To the Director of the U S Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s)

NIIGATA UNIVERSITY /5/31/05

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

2. Name and address of receiving party(ies)

Name: ATHENA DIAGNOSTICS, INC.

Internal Address: _____

Street Address: 377 PLANTATION STREETCity: WORCESTERState: MACountry: USA Zip: 01605Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

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

A Patent Application No (s)

10/209,609

☐ This document is being filed together with a new application.

B Patent No (s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: DOREEN M. HOGLE

Internal Address: _____

HAMILTON, BROOK, SMITH & REYNOLDS, P.C.Street Address: 530 VIRGINIA ROAD, P.O. BOX 9133City: CONCORD State: MA ZIP: 01742-9133Phone No. 978-341-0036 Fax No. 978-341-0136Email Address: DOREEN.HOGLE@HBSR.COM6. Total number of applications and patents involved ☐ 17. Total Fee (37 CFR 1.21(h) & 3.41) \$ 40☐ Enclosed☒ Authorization to charge deposit account number 08-0380☐ Previously submitted - Doc ID No. ☐☒ Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380

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8.

Doreen M. Hogle

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents. [5]

CH \$40.00 080380 10209609

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 17, 2005 (the "Effective Date"), by and between Niigata University, having a principal place of business at Niigata-shi, Japan ("NIIGATA"), and Athena Diagnostics, Inc., a Delaware corporation, having a principal place of business at 377 Plantation Street, Worcester, MA 01605 USA ("ATHENA"), with respect to the following facts:

RECITALS

WHEREAS, NIIGATA is the owner of the patent applications listed on Schedule 1 (the "Assigned Patents"); and

WHEREAS, ATHENA desires to acquire NIIGATA's rights in the Assigned Patents, and NIIGATA is willing to make such assignment, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. ASSIGNMENT

- 1.1. Agreement to Assign. NIIGATA agrees to execute an assignment of the Assigned Patents in the form attached hereto as Exhibit A.
- 1.2. Patent Prosecution. As of the Effective Date, ATHENA shall be solely responsible, at its expense, for the prosecution, maintenance and enforcement of the Assigned Patents. ATHENA bears all expenses incurred for this assignment of the Assigned Patents including agent's commission fee.
- 1.3. Representations and Warranties. NIIGATA represents and warrants to ATHENA that NIIGATA has not granted any right, title or interest in the Assigned Patents to any third party. NIIGATA represents and warrants to ATHENA that, to its knowledge, Schedule 1 includes a complete list, as of the Effective Date, of all Canada, Japan and United States patents and patent applications owned by or licensed to NIIGATA relating to aprataxin and diagnosis of early-onset spinocerebellar ataxia with ocular motor apraxia and hypoalbuminemia (EAOH).
- 1.4. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN SECTION 1.3, THE ASSIGNED PATENTS ARE ASSIGNED "AS IS" AND WITHOUT WARRANTY OF ANY KIND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NIIGATA MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY PATENTS WILL ISSUE FROM ANY PATENT APPLICATIONS INCLUDED IN THE ASSIGNED PATENTS, OR THAT THE ASSIGNED PATENTS OR ANY PATENTS ISSUING THEREFROM WILL BE VALID OR ENFORCEABLE.

2. CONSIDERATION

In consideration for the assignment of the Assigned Patents by NIIGATA, ATHENA shall pay to NIIGATA an acquisition fee of four million yen, payable in Japanese yen within sixty (60) days of the Effective Date.

3. FURTHER ASSURANCES

Each party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement. NIIGATA shall deliver or shall cause its patent counsel, at ATHENA's expense, to deliver to ATHENA (i) any and all files relating to the patent applications listed on Schedule I and (ii) copies of laboratory notebook pages that describe the inventions claimed in the patent applications listed on Schedule I.

4. GENERAL

This Agreement is the entire agreement between the parties concerning the subject matter hereof. All prior agreements, promises or negotiations, whether written or oral, are superseded by this Agreement. This Agreement is governed by Massachusetts law, without regard to conflict of laws principles. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement effective as of the Effective Date.

NIIGATA UNIVERSITY

ATHENA DIAGNOSTICS, INC.

By: *Akira Hasegawa*Name: Akira HasegawaTitle: President, Niigata UniversityDate: 31 May 2005By: *Robert E. Flaherty*Name: Robert E. FlahertyTitle: President and CEODate: 19 May 2005

PATENT

REEL: 017114 FRAME: 0657

EXHIBIT A
ASSIGNMENT

This Assignment, effective as of May 17, 2005, is made by Niigata University, having a principal place of business at Niigata-shi, Japan ("Assignor"), to Athena Diagnostics, Inc., a Delaware corporation, having a principal place of business at 377 Plantation Street, Worcester, MA 01605 USA ("Assignee").

WHEREAS, Assignor is the owner of the applications for Letters Patent identified on the attached schedule by title, filing date and serial number;

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Letters Patent and said applications, and any Letters Patent that may be granted or issued from said applications in Canada, Japan and the United States (collectively, the "Assigned Patents");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to an agreement between Assignor and Assignee, Assignor sells, assigns, and transfers to Assignee, its entire right, title, and interest in and to the Assigned Patents and all inventions and discoveries disclosed therein. However, Assignee agrees not to enforce the Assigned Patents against any academic activities, including but not limited to, any laboratory work, clinical testing and/or patient care activities conducted by any researcher belonging to Assignor and/or by any researcher belonging to any academic organization where the inventor of the Assigned Patents belongs to.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Assigned Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to the Assigned Patents.

Assignor represents and warrants that he has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted or issued from the Assigned Patents, whether on said applications or on any subsequently filed divisional, continuation, continuation-in-part or reissue applications, to Assignee, its successors and assigns, as the assignee of the entire interest in said Assigned Patents.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date provided below.

NIIGATA UNIVERSITY

By: Akira Hasegawa

Name: Akira Hasegawa

Title: President, Niigata University

Date: 31 May 2005