

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Children's National Medical Center</td><td>12/21/2006</td></tr><tr><td>Children's Research Institute</td><td>12/21/2006</td></tr></tbody></table>		Name	Execution Date	Children's National Medical Center	12/21/2006	Children's Research Institute	12/21/2006				
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Children's Hospital of Los Angeles</td></tr><tr><td>Street Address:</td><td>4650 Sunset Boulevard</td></tr><tr><td>City:</td><td>Los Angeles</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>90027</td></tr></table>		Name:	Children's Hospital of Los Angeles	Street Address:	4650 Sunset Boulevard	City:	Los Angeles	State/Country:	CALIFORNIA	Postal Code:	90027
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
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NAME OF SUBMITTER:	Chi-Hsin Chang										
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## **BILL OF SALE AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSUMPTION AGREEMENT (the "Agreement") dated as of December 21, 2006 is made by **CHILDREN'S NATIONAL MEDICAL CENTER**, a District of Columbia nonprofit corporation ("CNMC"), **CHILDREN'S RESEARCH INSTITUTE**, a District of Columbia nonprofit corporation ("CRI") (CNMC and CRI shall herein individually and collectively be referred to as the "Seller") and **CHILDREN'S HOSPITAL OF LOS ANGELES**, a California nonprofit public benefit corporation (the "Buyer").

### **RECITALS:**

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated on even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Buyer is purchasing from Seller, and Seller is selling to Buyer, the Assets to be Acquired, as such term is defined in the Purchase Agreement and set forth on Exhibit A (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement); and

WHEREAS, this Agreement is being executed and delivered by the Seller in order to effect the sale, transfer and assignment to Buyer of the Assets to be Acquired, and Buyer is executing and delivering this Agreement in order to evidence Buyer's assumption of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the promises and the covenants set forth herein and in the Purchase Agreement and for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of the Seller's right, title and interest, legal and equitable, in and to the Assets to be Acquired.
2. The Seller hereby constitutes and appoints Buyer, its successors and assigns the true and lawful attorney of the Seller, with full power of substitution in the name and stead of the Seller on behalf and for the benefit of Buyer, its successors and assigns to demand and receive any and all of the Assets to be Acquired, to give receipts and releases for and in respect of the same, or any part thereof, and to do all acts and things in relation to the Assets to be Acquired which Buyer, its successors and assigns shall deem desirable; the Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller.
3. Buyer hereby accepts the foregoing sale, transfer and assignment of all of the Seller's right, title and interest in and to the Assets to be Acquired.
4. Buyer hereby assumes and agrees to perform, satisfy and discharge the Assumed Liabilities.

5. Buyer hereby covenants with the Seller, their successors and assigns that from time to time and at the request of Seller, their successors and assigns and without further consideration, Buyer will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered any and all such further acts and instruments of assumption as may reasonably be required for the effective assumption by the Buyer of the Assumed Liabilities.

6. The terms of the Purchase Agreement, including but not limited to Seller's and Buyer's representations, warranties, covenants, agreements and indemnities, are incorporated herein by reference. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

7. This Agreement and the covenants and agreements herein contained shall inure to the benefit of Buyer and its successors and assigns, and shall be binding upon Seller and its successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any jurisdiction's conflicts of laws provisions.

***[Remainder of Page Intentionally Left Blank]***

***[Signature Page Follows]***

*[Signature Page to CNMC/CRI/CHLA Bill of Sale and Assumption Agreement]*

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale and Assumption Agreement on the day and year first above written.

SELLER:

**CHILDREN'S NATIONAL MEDICAL  
CENTER**

By: Edwin K. Zechman Jr

Name: EDWIN K. ZECHMAN JR

Title: CEO

**CHILDREN'S RESEARCH INSTITUTE**

By: Edwin K. Zechman Jr

Name: EDWIN K. ZECHMAN JR

Title: CEO

BUYER:

**CHILDREN'S HOSPITAL OF LOS ANGELES**

By: Lodney Hanners

Name: Lodney Hanners

Title: Sr. VP/COO

## EXHIBIT A

### Assets to be Acquired

- the PICUEs program, including but not limited to, all software, logos, manuals, materials on the PRISM III/PICUEs website and all databases used to develop all Pediatric Risk of Mortality (PRISM) and PRISM III algorithms which have been retained by Buyer as of the date hereof, and data, algorithms and product of any and all processes developed through that date hereof, including, but not limited to, all algorithms and other formulas in any way related to the PICUE's program and/or the PRISM methodology under development, whether or not complete, through the date hereof;
- the severity of illness methodology and PRISM III and the PRISM patent (U.S. Patent number 5,809,477);
- all rights (including but not limited to any and all intellectual property rights) in and to the products sold or leased and in and to any products or other intellectual property rights under research or development in connection with PICUEs or PRISM prior to the date hereof;
- all rights in internet web sites and internet domain names presently used by Seller in connection with PICUEs or PRISM (collectively "Domain Names");
- all of the rights of Seller under all contracts associated with the Assets to be Acquired, to the extent assignable, including, without limitation, rights that Seller has under the Cerner License Agreement, as defined herein, and any right to receive payment for products sold or services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise; and
- all intellectual property in connection with PICUEs or PRISM and all rights thereunder or in respect thereof including, but not limited to, rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof.