

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
University of Cincinnati	08/16/2004
RECEIVING PARTY DATA	
Name:	CardioDx
Street Address:	2500 Faber Place
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11232805
Application Number:	10527263
Application Number:	10001073
Application Number:	09692077
Patent Number:	7211386
CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-335-7181
Email:	pfarmer@fenwick.com
Correspondent Name:	Pauline Farmer-Koppenol
Address Line 1:	801 California Street
Address Line 4:	Mountain View, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	24026-5 CASES
NAME OF SUBMITTER:	Pauline Farmer-Koppenol

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REEL: 020072 FRAME: 0193

Total Attachments: 8

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PATENT

REEL: 020072 FRAME: 0194

LICENSE AND OPTION AGREEMENT

THIS AGREEMENT made and effective as of the date of last signing (herein the "Effective Date") by and between CardioDx, having a principal place of business at 2882 Sand Hill Road, Suite 106, Menlo Park, CA 94025 (herein "Company"), and The University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having a principal place of business at Cincinnati, OH 45221, USA, (hereinafter "UC").

The parties hereto agree as follows:

ARTICLE I – DEFINITIONS

- [REDACTED]
- 1.2 "Patent Rights" means Invention Disclosure number 100-012, entitled "α 2a and α 2c adrenergic receptor polymorphisms"; Invention disclosure number 100-061, entitled "α 2b adrenergic receptor polymorphism"; U.S. Patent Application Serial Number 60/409,167 filed September 9, 2002, US Patent Application Serial Number 10/638,714 filed on August 11, 2003 US Patent Application, Serial Number 09/692,077, filed, October 19, 2000, and Patent Application 10/001,073 filed November 1, 2001 any letters patent issued thereon, and any foreign counterparts thereof, as well as all continuations, continuations-in-part, divisions, and renewals thereof, all patents which may be granted thereon, and all or reissues, reexaminations, extensions, patents of additions and patents of importation thereof.
- [REDACTED]
- [REDACTED]

1.5

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1.8 "Territory" means worldwide.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 2 - GRANT OF LICENSE AND OPTION

2.1 **Grant of License.** UC hereby grants to Company a royalty-bearing exclusive license to make, have made, use, sell, offer for sale and import Licensed Products and practice the processes within the Territory, and only in the Field. Such license shall include the right to grant sublicenses, subject to Article 4 below.

[REDACTED]

[REDACTED]

[REDACTED]

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REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly and duly authorized officers or representatives as of the Effective Date.

UNIVERSITY OF CINCINNATI

COMPANY

Richard Kordal
Signature
Richard Kordal
Printed Name
Director, IPO
Title
August 16, 2004
Date

David Levison
Signature
DAVID LEVISON
Printed Name
PRESIDENT + CEO
Title
AUGUST 12, 2004
Date

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REDACTED

FIRST AMENDMENT
TO THE
LICENSE AND OPTION AGREEMENT

THIS AMENDMENT (the "Amendment") is to the License and Option Agreement (the "Agreement") effective August 16, 2004 between CardioDx, having a principal place of business at 3183 Porter Drive, Palo Alto, CA 94304 (herein "Company"), and The University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having a principal place of business at Cincinnati, OH 45221 (hereinafter "UC").

[REDACTED]

WHEREAS, the parties now desire to amend the Agreement so that Company manages patents and patent applications covered by Patent Rights, subject to certain terms and conditions.

[REDACTED]

1. Article 8 of the Agreement is replaced in its entirety by the following:

- 8.1 Company shall arrange at its own expense for the preparation, filing, prosecution and maintenance of any and all patent applications and patents included in Patent Rights by counsel of its own selection reasonably acceptable to UC.

[REDACTED]

[REDACTED]

[REDACTED]

