

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/10/2006
CONVEYING PARTY DATA	
Name	Execution Date
INVENT RESOURCES, INC.	07/23/2008
RECEIVING PARTY DATA	
Name:	IPEX LLC
Street Address:	135 E. 57th Street, 15th Floor
Internal Address:	c/o Guggenheim Partners
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6209090
CORRESPONDENCE DATA	
Fax Number:	(202)756-8087
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2027568000
Email:	Kadkins@mwe.com
Correspondent Name:	McDermott Will & Emery LLP
Address Line 1:	600 Thirteenth Street, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-3096
ATTORNEY DOCKET NUMBER:	067276-0090
NAME OF SUBMITTER:	Kelli Watson Francuzenko
Total Attachments: 4	
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**PATENT**

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RECORDATION FORM COVER SHEET	
Docket No.: 067276-0090	PATENTS ONLY

**PATENTS ONLY**

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

**2. Name and address of receiving party(ies)**

Name: **IPEX LLC**

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

**Address: Formerly of: 189 Route 100  
Somers, New York 10589  
Currently at: 135 E. 57th Street, 15th Floor  
c/o Guggenheim Partners  
New York, NY 10022**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

☐ Merger☐ Change of Name☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☒ Other      **Confirmatory Nunc Pro Tunc Assignment**

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

**B. Patent No. 6,209,090**

Additional numbers attached? ☐ Yes ☒ No

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

☐ Enclosed

☐ None required (government interest not affecting title)

### 8. Payment Information:

a.	Credit Card	Last 4 Numbers

Expiration Date

b. Deposit Account Number 500417

Authorized User Name

**Kelli Watson Francuzenko 47,170**

**July 25, 2008**

Name and Registration No. of Person Signing

Signature

Date \_\_\_\_\_

**Total number of pages including cover sheet, attachments and documents: 4**

REEL: 021291 FRAME: 0524

## CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Invent Resources, Inc., a Massachusetts corporation, (the "**Assignor**"), to ensure that the assignment dated March 24, 2006, and recorded with the United States Patent and Trademark Office on April 12, 2006 at Reel/Frame 017468/0411 (the "**Original Assignment**") is complete, hereby sells, assigns, and transfers to IPEX, LLC, a Delaware limited liability company ("**Assignee**"), nunc pro tunc as of March 10, 2006, the effective date of the Patent Purchase Agreement between IR and IPEX (the "**Original PPA**"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "**Assigned Patent Rights**"):

1. U.S. Patent 6,209,090 (the "**Patent**");
2. Patent Application Serial No. 08/865,292 filed on May 29, 1997, which issued as the Patent (the "**Application**");
3. All inventions claimed or described in any or all of the Patent and/or the Application (collectively, the "**Inventions**");
4. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patent or the Application ("**Potential Patents**");
5. All reissues, reexaminations, extensions, or registrations of the Patent or Potential Patents;
6. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, the Patent, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("**Foreign Rights**"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
7. The right to claim priority rights deriving from the Application;
8. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
9. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights.

Assignor will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Assigned Patent Rights, conduct proceedings regarding the Assigned Patent Rights (including any litigation or interference proceedings), or perfect or defend title to the Assigned

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**Patent Rights.** Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Assigned Patent Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns. This Confirmatory Assignment of Patent Rights shall be effective as of the effective date of the Original PPA.

**IN WITNESS WHEREOF:**

By: Dr. Richard Pavelle  
(Assignor)  
Dr. Richard Pavelle, Ph.D.

## NOTARIZATION

STATE OF State Massachusetts )  
COUNTY OF Middlesex ) ss.

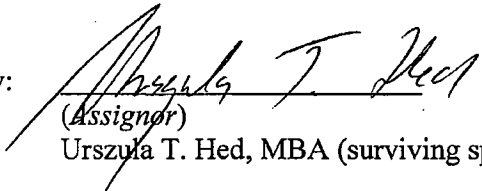
On July 26<sup>rd</sup>, 2008, before me, Philip A. Bracy, Notary Public in and for said State, personally appeared (*Assignor*), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Pr. A. B. (Seal)

**[SECOND SIGNATURE PAGE FOLLOWS]**

By:

  
(Assignor)

Urszula T. Hed, MBA (surviving spouse) on behalf of Aharon Zeev Hed, Sc.D. (dec.)

**NOTARIZATION**

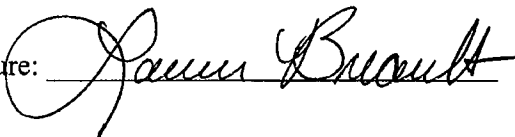
STATE OF *State NEW HAMPSHIRE*

COUNTY OF *HILLSBOROUGH* ) ss.

On *July 21<sup>st</sup>*, 2008, before me, *LAUREN BREAVLT*, Notary Public in and for said State, personally appeared (Assignor), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:



(Seal)

WDC99 1585458-3.067276.0090

