

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Decision Biomarkers Incorporated	12/09/2010

**RECEIVING PARTY DATA**

Name:	Avantra Biosciences Corporation
Street Address:	12 Gill Street
Internal Address:	Suite 3700
City:	Woburn
State/Country:	MASSACHUSETTS
Postal Code:	01801

**PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	7199360
Patent Number:	7154598
Patent Number:	7384742
Patent Number:	7297497
Application Number:	12018600
Application Number:	12815832
PCT Number:	US0325685
Application Number:	11262115
Application Number:	12876883
PCT Number:	US0539020
Application Number:	11460238
PCT Number:	US0769928
Application Number:	12918757
PCT Number:	US0934777

**CH \$720.00 7199360**

Application Number:	12576856
Patent Number:	7396689
Application Number:	12217423
PCT Number:	US0603737

**CORRESPONDENCE DATA**

Fax Number: (978)443-9446  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 4: Sudbury, MASSACHUSETTS 01776

ATTORNEY DOCKET NUMBER:	0807-100
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NAME OF SUBMITTER:	Leslie Meyer-Leon
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Total Attachments: 9  
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**CONFIRMATORY PATENT ASSIGNMENT**  
**AND**  
**TRANSFER STATEMENT**

This Confirmatory Patent Assignment and Transfer Statement, pursuant to §§ 9-619 and 9-620(c) of the Massachusetts Uniform Commercial Code (Mass. Gen. Laws ch. 106, §§ 9-619, 9-620(c)) (“Patent Assignment and Transfer Statement”), is effective as of February 18, 2010 (the “Effective Date”), by and between Decision Biomarkers Incorporated, a Delaware Corporation having a registered agent mailing address at 76 Walnut Place, Brookline, MA, USA, 02445-6750 (hereafter “Debtor/Transferor” and “Assignor”), and Avantra Biosciences Corporation, a Delaware Corporation having a principal place of business at 12 Gill Street, Suite 3700, Woburn, MA, USA, 01801 (hereafter “Secured Party/Transferee” and “Assignee”).

**A. Transfer Statement.**

(1) Pursuant to § 9-619(a)(1), Secured Party/Transferee states that the Debtor/Transferor has defaulted in connection with an obligation secured by specified collateral as follows:

(a) On May 27, 2008, Debtor/Transferor obtained a certain capital loan from Silicon Valley Bank, which it was obliged to repay according to the terms of a Loan and Security Agreement (recorded, U.S. Patent and Trademark Office Assignment Services Division on June 16, 2008, reel 021096, frame 0555), as amended by a First Loan Modification Agreement of June 12, 2009, and as further amended by a Second Loan Modification Agreement of October 30, 2009 (collectively, as amended, the “Loan and Security Agreement”) (the “Loan”).

Debtor/Transferor’s repayment obligations were secured by a security interest in Debtor/Transferor’s personal property and intellectual property (the “IP Collateral,” and together with the personal property collateral, the “Collateral”) pursuant to that certain Intellectual Property Security Agreement, dated May 27, 2008, between Debtor/Transferor and Silicon Valley Bank (“IP Security Agreement”). Included in the IP Collateral are the patent rights set forth in Exhibit B to the IP Security Agreement (“Patent Rights”). A list of the Patent Rights is shown in Exhibit A hereto.

(b) Debtor/Transferor irrevocably appointed Secured Party/Transferee as its lawful attorney-in-fact to transfer the IP Collateral into the name of the Secured Party/Transferee, such power of attorney being exercisable upon the occurrence of an Event of Default. Loan and Security Agreement § 9.2.

(c) On December 22, 2009, Debtor/Transferor defaulted on the Loan by commencing a Chapter 7 bankruptcy proceeding (Bankr. D. Mass. 09-22325). Loan and Security Agreement § 8.5; IP Security Agreement § 7(a).

(d) On December 31, 2009, Avantra and Silicon Valley Bank entered into a certain Non Recourse Loan Document Sale and Assignment Agreement, by which Avantra purchased an assignment of all of Silicon Valley Bank's right, title, and interest arising under the Loan and Security Agreement and under the IP Security Agreement (recorded January 15, 2010, U.S. Patent and Trademark Office Assignment Services Division, reel 023796, frame 0570).

(e) On January 11, 2010, Avantra filed an amended UCC-3 financing statement with the Secretary of State for the State of Delaware to record its purchase of Silicon Valley Bank's rights, and the transfer and assignment to Avantra, of Silicon Valley Bank's lien on and security interest in the IP Collateral.

(2) Pursuant to § 9-619(a)(2), Secured Party/Transferee states that it exercised its post-default remedies under § 9-620(c) with respect to the collateral. In particular,

(a) On January 29, 2010, Secured Party/Transferee provided a notification under § 9-621 of its proposal to accept collateral in full satisfaction of Debtor/Transferor's obligation.

(b) On February 18, 2010, Secured Party/Transferee provided notice under § 9-622 that no authenticated statement of objection had been received from any noticed party within the prescribed statutory notice period; that Secured Party/Transferee accepted the transfer of all of Debtor/Transferor's rights in the Collateral; and thus that Secured Party/Transferee owned all of Debtor/Transferor's right, title and interest in and to the Collateral, including the IP Collateral.

(3) Pursuant to § 9-619(a)(3), Secured Party/Transferee states that, by reason of having exercised its post-default remedies with respect to the Collateral, it has acquired all of the rights of the Debtor/Transferor in the collateral, including the IP Collateral.

(4) Pursuant to § 9-619(a)(4), the name and mailing address of the secured party, debtor, and transferee are set forth in the above-preamble to this Patent Assignment and Transfer Statement.

**B. Confirmatory Assignment**

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has conveyed, consigned, assigned, devised, and transferred (collectively, "assigned" and "assignment") unto Assignee, its successors, assigns, and legal representatives, the entire right, title, and interest, in and throughout the United States of America, its territories, and all foreign countries, in and to the invention(s) disclosed and described in the patents and patent applications set forth on Exhibit A hereto, together with the entire right, title, and interest in and to such Letters Patents as may issue thereon, and in and to all corresponding continuation, divisional, and foreign patents and applications claiming priority there from; the inventions, applications, and Letters Patents to be held and enjoyed by Assignee for its own use and on behalf and for its successors, assigns, and legal representatives, to the full end of the term for which said Letters Patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment not been made; Assignor does hereby convey all rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property by filing any such applications for Letters Patent. Assignor hereby acknowledges that this assignment, being of the entire right, title, and interest in and to the invention(s), carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all Letters Patents by attorneys and agents of Assignee's selection, and the right to procure the grant of all such Letters Patents to Assignee for its own name as assignee of the entire right, title, and interest therein;

AND, Assignor hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to Assignee, its successors, assigns, and legal representatives, but at Assignee's own expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which the invention or any application or patent directed thereto may be involved;

AND, Assignor does hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to Assignee, its successors, assigns, and legal representatives. IN WITNESS WHEREOF, Assignor has caused this Patent Assignment and Transfer Statement to be executed with confirmatory effect as of the Effective Date.

THE ASSIGNOR: DECISION BIOMARKERS INCORPORATED

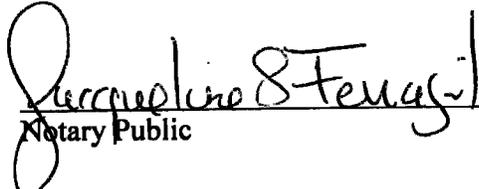
By:   
Name: R. Brian McKernan  
CEO of Avantra Biosciences Corporation, and  
as Attorney-In-Fact for Decision Biomarkers Inc.

Date: December 9, 2010

**CERTIFICATE OF ACKNOWLEDGMENT**

COUNTRY OF UNITED STATES OF AMERICA  
STATE OF Massachusetts  
COUNTY OF Middlesex

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9 day of December 2010, R. Brian McKernan personally appeared and who being by me duly sworn, deposes and says that he is the Chief Executive Officer of Avantra Biosciences Corporation, the Attorney-In-Fact of Assignor Decision Biomarkers Inc., and that he is authorized to sign and has signed the foregoing instrument in his authorized capacity on behalf of Decision Biomarkers Inc., and that he acknowledges such signing to be the free act and deed of Decision Biomarkers Inc.

  
Notary Public

Print or Stamp Name of Notary JACQUELINE S. FERRAGUT  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires September 6, 2017  
My Commission Expires

**DECLARATION OF ACCEPTANCE**

The above named Assignee, Avantra Biosciences Corporation, hereby declares that since on or about February 18, 2010, it has accepted the patent rights as set forth in this Confirmatory Patent Assignment and Transfer Statement, including all rights to recover past, present and future damages for infringement, assigned to it by Assignor Decision Biomarkers Incorporated, pursuant to the foregoing Confirmatory Patent Assignment and Transfer Statement.

FOR ASSIGNEE: AVANTRA BIOSCIENCES CORPORATION

By:   
Name: R. Brian McKernan  
Title: Chief Executive Officer

Date: December 9, 2010

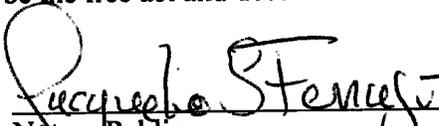
**CERTIFICATE OF ACKNOWLEDGMENT**

COUNTRY OF UNITED STATES OF AMERICA

STATE OF Massachusetts

COUNTY OF Middlesex

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9 day of December, 2010, R. Brian McKernan personally appeared and who being by me duly sworn, deposes and says that he is the Chief Executive officer of the Assignee Avantra Biosciences Corporation, and that he/she is authorized to sign and has signed the foregoing instrument as such, and that he acknowledges such signing to be the free act and deed of Avantra Biosciences Corporation.

  
Notary Public

Print or Stamp Name of Notary JACQUELINE S. FERRAGUT  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires September 8, 2017  
My Commission Expires

**UNITED STATES:**

<b>Docket Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>First Named Inventor</b>	<b>Title</b>
0807-001US1	11/331,961	01/13/2006	7,199,360	04/03/2007	Montagu	System and Method for Calibrating a Fluorescence Microscope
0807-003PO1	60/395,754	07/12/2002			Montagu	Excitation and Imaging of Fluorescent Arrays
0807-003US1	10/618,838	07/14/2003	7,154,598	12/26/2006	Montagu	Excitation and Imaging of Fluorescent Arrays
0807-004PO1	60/404,237	08/16/2002			Montagu	Substrate for Proteins and Other Bio-Materials
0807-004PO2	60/430,299	12/02/2002			Montagu	Substrate for Proteins and Other Bio-Materials
0807-004PO3	60/476,512	06/06/2003			Montagu	Substrate for Proteins and Other Bio-Materials
0807-004US1	10/524,614	11/02/2005	7,384,742	06/10/2008	Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-004US2	11/431,997	05/08/2006	7,297,497	11/20/2007	Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-004US3	12/018,600	01/23/2008			Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-004US4	12/815,832	06/15/2010			Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-005US1	10/524,615	02/16/2005			Montagu	Reading of Fluorescent Arrays
0807-008PO1	60/688,269	06/06/2005			Montagu	Assays Based on Liquid Flow Over Arrays
0807-008US1	11/262,115	10/27/2005			Montagu	Assays Based on Liquid Flow over Arrays

Docket Number	Application Number	Filing Date	Patent Number	Issue Date	First Named Inventor	Title
0807-008US2	12/876,883	09/07/2010			Montagu	Assays Based on Liquid Flow Over Arrays
0807-010US1	11/460,238	07/26/2006			Rodionova	Assays Based on Light Emission from Analyte Complexes within a Cassette
0807-012PO1	61/030,276	02/21/2008			Montagu	Assays Based on Liquid Flow Over Arrays
0807-012US1	12/918,757	02/20/2009			Montagu	Assays Based on Liquid Flow Over Arrays
0807-015PO1	61/103,984	10/09/2008			Montagu	Blood Separator and the Like
0807-015US1	12/576,856	10/09/2009			Montagu	Liquid Transfer and Filter System
0807-017US1	11/221,198	09/06/2005	7,396,689	07/08/2008	Dowd	Method of Adjusting the Working Range of a Multi-Analyte Assay
0807-017US2	12/217,423	07/03/2008			Dowd	Method of Adjusting the Working Range of a Multi-Analyte Assay

## PATENT COOPERATION TREATY:

Docket Number	Application Number	Filing Date	Patent Number	Issue Date	First Named Inventor	Title
0807-004WO1	PCT/US03/25685	08/18/2003			Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-005WO1	PCT/US03/25702	08/18/2003			Montagu	Reading of Fluorescent Arrays
0807-008WO1	PCT/US05/39020	10/27/2005			Montagu	Assays Based on Liquid Flow over Arrays
0807-010WO1	PCT/US07/69928	05/30/2007			Rodionova	Assays Based on Light Emission from Analyte Complexes within a Cassette
0807-012WO1	PCT/US09/34777	02/20/2009			Montagu	Assays Based on Liquid Flow over Arrays
0807-017WO1	PCT/US06/03737	02/03/2006			Dowd	Method of Adjusting the Working Range of a Multi-Analyte Assay

**AUSTRALIA:**

<b>Docket Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>First Named Inventor</b>	<b>Title</b>
0807-012AU1	AU 2009217355	02/20/2009			Montagu	Assays Based on Liquid Flow over Arrays

**CANADA:**

<b>Docket Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>First Named Inventor</b>	<b>Title</b>
0807-008CA1	CA 2610875	10/27/2005			Montagu	Assays Based on Liquid Flow over Arrays
0807-012CA1	CA 2715985	02/20/2009			Montagu	Assays Based on Liquid Flow over Arrays

**CHINA:**

<b>Docket Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>First Named Inventor</b>	<b>Title</b>
0807-008CN1	200580051269.1	10/27/2005			Montagu	Assays Based on Liquid Flow over Arrays
0807-012CN1	CN nat'l phase of PCT/US09/34777	02/20/2009			Montagu	Assays Based on Liquid Flow over Arrays

**EUROPE:**

<b>Docket Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>First Named Inventor</b>	<b>Title</b>
0807-004EP1	EPA 03751862.8	08/18/2003			Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-004EP2	EPA 10184800.0	08/18/2003			Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-005EP1	EPA 03788571.2	08/18/2003			Montagu	Reading of Fluorescent Arrays
0807-008EP1	EPA 05824601.8	10/27/2005			Montagu	Assays Based on Liquid Flow over Arrays
0807-012EP1	EPA 09712092.7	02/20/2009			Montagu	Assays Based on Liquid Flow over Arrays

**JAPAN:**

<b>Docket Number</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>First Named Inventor</b>	<b>Title</b>
0807-004JP1	JP 2005-501757	08/18/2003			Montagu	Substrates for Isolating, Reacting and Microscopically Analyzing Materials
0807-005JP1	JP 2005-502064	08/18/2003			Montagu	Reading of Fluorescent Arrays
0807-012JP1	JP nat'l phase of PCT/US09/34777	02/20/2009			Montagu	Assays Based on Liquid Flow over Arrays

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