

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARITAS ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC.	11/05/2010
RECEIVING PARTY DATA	
Name:	STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC.
Street Address:	C/O STEWARD HEALTH CARE SYSTEM LLC
Internal Address:	OFFICE OF THE GENERAL COUNSEL, 500 BOYLSTON ST.
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 35	
Property Type	Number
Application Number:	12091405
Application Number:	10696391
Application Number:	10390559
Application Number:	11412416
Application Number:	09970088
Application Number:	11321143
Application Number:	11339808
Application Number:	11887016
Application Number:	11887021
Application Number:	12090046
Application Number:	09961128
Application Number:	10278759
Application Number:	10530038
Application Number:	10633407

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PATENT
REEL: 025983 FRAME: 0618

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Application Number:	11254524
Application Number:	11630888
Application Number:	12090706
Application Number:	12495417
Application Number:	61167360
Application Number:	12513017
PCT Number:	US0722977
Application Number:	12312932
Application Number:	12447091
PCT Number:	US0722716
Application Number:	12677393
PCT Number:	US0810860
Application Number:	12294081
Application Number:	12447114
PCT Number:	US0722804
Application Number:	11997484
PCT Number:	US0959483
Application Number:	12090726
Application Number:	12090744
Application Number:	11920091
PCT Number:	US0537684

CORRESPONDENCE DATA

Fax Number: (310)277-4730

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: JOSEPH C. MAHER, JR., ESQ.

Address Line 1: STEWART HEALTH CARE SYSTEM, LLC

Address Line 2: OFC OF GEN'L COUNSEL, 500 BOYLSTON ST

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	087956-0010
NAME OF SUBMITTER:	Joseph C. Maher, Jr., Esq.

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), dated as of November 5, 2010, is made by and between Caritas St. Elizabeth's Medical Center of Boston, Inc., a Massachusetts not-for-profit corporation ("Assignor") and Steward St. Elizabeth's Medical Center of Boston, Inc., a Delaware corporation ("Assignee").

WHEREAS, Steward Health Care System LLC ("Steward Health Care"), CARITAS CHRISTI, a Massachusetts not-for-profit corporation ("Renewal Systems") and certain affiliated entities of Renewal Systems are parties to that certain Asset Purchase Agreement dated March 19, 2010, as amended (the "Asset Purchase Agreement");

WHEREAS, upon the terms and subject to the conditions set forth in that certain Assignment and Assumption Agreement, dated as of November 5, 2010, by and between Assignee and Steward Health Care (the "Assignment Agreement"), Steward Health Care has agreed to assign to Assignee, and Assignee has agreed to accept from Steward Health Care, (a) the right to purchase, acquire, assume and accept all right, title and interest in and to the Purchased Assets, solely to the extent Assignor has a right, title and interest in such Purchased Assets, including, but not limited to, the Intellectual Property listed on Schedules A, B, C, and D hereto (the "Assigned Intellectual Property"), and (b) the right to assume and agree to discharge and perform and pay and satisfy when due the Assumed Liabilities, solely to the extent such Assumed Liabilities constitute the liabilities or obligations of Assignor, in each case as set forth and to the extent provided in the Asset Purchase Agreement;

WHEREAS, Assignor owns the Assigned Intellectual Property, which includes, for the avoidance of doubt, Patent No. 7,704,946 (Reversible inhibition of pyramidal gap junction activity), Application No. 11/997,484 (Methods for inhibiting TNF-alpha), and PCT/US2009/059483 (Prone surgery facial support device), set forth in Schedule A below, notwithstanding the fact that the name of the assignee of these patents and application was incorrectly written as "Caritas St. Elizabeth's Medical Center," an abbreviated version of Assignor's name; and

WHEREAS, Assignor desires to assign all rights, title and interest in and to the Assigned Intellectual Property to Assignee and Assignee desires to acquire all such rights, title and interest.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assigned Intellectual Property. Assignor hereby assigns, sells and transfers exclusively unto Assignee, its successors and assigns, all of Assignor's rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Assigned Intellectual Property, together with all goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned Intellectual Property, the same to be held and enjoyed by Assignee, its successors and

assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned Intellectual Property in Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Each of the parties agrees to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions set forth in this Assignment, including, without limitation to correct the error referenced in the third whereas clause above.

4. Entire Agreement; Conflicts. This Assignment, together with the Asset Purchase Agreement, the Transaction Documents, the Disclosure Schedules, the exhibits and the documents referred to in the Asset Purchase Agreement, contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof (the "Superseded Agreements"), which Superseded Agreements shall be of no further force or effect.

5. Terms of the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency in any manner between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control

6. Amendment and Waiver. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any term, covenant or condition of this Assignment may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term, covenant or condition. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, provision or condition of this Assignment.

7. Governing Law. This Assignment shall be governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to its provisions concerning conflict of laws.

8. Counterparts. This Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, binding on all of the parties hereto. Delivery of an executed counterpart to this Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Assignment.

9. No Third Party Beneficiaries. None of the provisions contained in this Assignment are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a party to this Assignment.

10. Headings The headings contained in this Assignment are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Assignment.

11. Binding Effect. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Power of Attorney Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf, for the benefit and at the expense of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Intellectual Property, and to execute and deliver receipts, releases and such other instruments or documents as the Assignee may reasonably deem necessary or appropriate in connection with the demand and receipt of the same, and any part thereof, and from time to time to institute and prosecute in Assignor's name, or otherwise, for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assigned Intellectual Property or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relating to the Assigned Intellectual Property which Assignee, its successors or assigns shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever.


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IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereof as of the date first written above.

**STEWARD ST. ELIZABETH'S MEDICAL CENTER
OF BOSTON, INC.**


By: STEWARD HOSPITAL HOLDINGS LLC,
its sole stockholder

By: STEWARD HEALTH CARE SYSTEM LLC,
its Managing Member

By: 
Name: Christopher A. Holt
Title: Authorized Signatory

*Intellectual Property Assignment between Caritas St. Elizabeth's Medical Center of Boston, Inc.
and Steward St. Elizabeth's Medical Center of Boston, Inc.*

**CARITAS ST. ELIZABETH'S MEDICAL CENTER
OF BOSTON, INC.**

By: 
Name:
Title:

Schedule A

Patents

<u>Title</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>U.S. Patent Registration Number</u>	<u>Issue Date</u>
Method for treating ischemic tissue	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/20/1995		6,121,246	09/19/2000
Compositions and methods for modulating vascularization	Caritas St. Elizabeth's Medical Center of Boston, Inc.	03/09/1999		6,676,937	01/13/2004
Methods for enhancing angiogenesis with endothelial progenitor cells	Caritas St. Elizabeth's Medical Center of Boston, Inc.	11/08/1996		5,980,887	11/09/1999
Pharmaceutical products comprising endothelial cell precursors	Caritas St. Elizabeth's Medical Center of Boston, Inc.	01/11/1999		6,569,428	05/27/2003
Treatment of vascular injury using vascular endothelial growth factor (VEGF)	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/02/1995	08/538,301	5,830,879	11/03/1998
Methods and products for nucleic acid delivery	Caritas St. Elizabeth's Medical Center of Boston, Inc.	07/03/1996		5,652,225	07/29/1997
High efficiency local drug delivery	Caritas St. Elizabeth's Medical Center of Boston, Inc.	12/03/1998	09/204,254	6,369,039	04/09/2002
Methods of and systems and devices for assessing intracranial pressure non-invasively	Caritas St. Elizabeth's Medical Center of Boston, Inc.	05/12/2003	10/436,548	7,122,007	10/17/2006
Angiogenesis using hepatocyte growth factor	Genentech, Inc.; and Caritas St.	05/22/1998	09/086,498	6,133,231	10/17/2000

DOC ID-13041661.4

	Elizabeth's Medical Center of Boston, Inc.				
Generation and use of vasculogenic tumors and products derived from same	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/18/2006		7,638,273	12/29/2009
Method for treating hypertension	Caritas St. Elizabeth's Medical Center of Boston, Inc.	11/04/1998		6,063,805	05/16/2000
Method for treating depression	Caritas St. Elizabeth's Medical Center of Boston, Inc.	04/27/2000		6,239,162	05/29/2001
Method for treating depression	Caritas St. Elizabeth's Medical Center of Boston, Inc.	04/12/2001		6,562,858	05/13/2003
Method for treating depression, obsessive compulsive disorder, and anxiety with N-acetyl serotonin	Caritas St. Elizabeth's Medical Center of Boston, Inc.	11/04/1998		6,011,054	01/04/2000
Method of treating neurodegenerative disorders	Caritas St. Elizabeth's Medical Center of Boston, Inc.	03/23/2001	09/673,451	6,353,015	03/05/2002
5-methoxy-carbonylamino-N-acetyltryptamine compounds and derivatives thereof	Caritas St. Elizabeth's Medical Center of Boston, Inc.	03/18/2003	10/390,967	6,849,654	02/1/2005
Treatment of vascular injury	Caritas St. Elizabeth's Medical Center of Boston, Inc.	07/30/1997	08/910,539	6,258,787	07/10/2001
Fas ligand compositions for treatment of proliferative disorders	Caritas St. Elizabeth's Medical Center of Boston, Inc.	3/04/1997		5,858,990	1/12/1999
HMG CoA reductase	Caritas St.	6/08/2000		6,689,807	2/10/2004

inhibitors for promoting angiogenesis	Elizabeth's Medical Center of Boston, Inc.				
GATA-6 transcription factor; compositions and methods	Caritas St. Elizabeth's Medical Center of Boston, Inc.	8/27/1997		5,990,092	11/23/1999
Angiogenic growth factors for treatment of peripheral neuropathy	Caritas St. Elizabeth's Medical Center of Boston, Inc.	4/11/2000		7,125,856	10/24/2006
Reversible inhibition of pyramidal gap junction activity	Caritas St. Elizabeth's Medical Center of Boston, Inc.	5/03/2007		7,704,946	4/27/2010
AKT Compositions for Enhancing Survival of Cells	Caritas St. Elizabeth's Medical Center of Boston, Inc.	9/29/1999		7,368,420	5/6/2008
Use of Tumor Necrosis Factor-alpha Receptor p75 for Treatment of Ischemia-Induced Neovascularization	Caritas St. Elizabeth's Medical Center of Boston, Inc.	04/24/2008	12/091,405		
Compositions and methods for modulating vascularization	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/28/2003	10/696,391		
Compositions and methods for regulating angiogenesis	Caritas St. Elizabeth's Medical Center of Boston, Inc.	03/17/2003	10/390,559		
Novel multipotent stem cells and use thereof	Caritas St. Elizabeth's Medical Center of Boston, Inc.	04/26/2006	11/412,416		
Use of lymphangiogenic agents to treat lymphatic disorders	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/02/2001	09/970,088		

Composition and methods for treating tissue ischemia	Caritas St. Elizabeth's Medical Center of Boston, Inc.	12/28/2005	11/321,143		
Morphogen compositions and methods of use thereof to treat heart disorders	Caritas St. Elizabeth's Medical Center of Boston, Inc.	01/24/2006	11/339,808		
Compositions and methods for detecting compounds to treat a neurological disorder	Caritas St. Elizabeth's Medical Center of Boston, Inc.	12/15/2008	11/887,016		
Stably transformed bone marrow-derived cells and uses thereof	Caritas St. Elizabeth's Medical Center of Boston, Inc.	05/22/2009	11/887,021		
Combination of CXCR4 Antagonist and Morphogen to Increase Angiogenesis	Caritas St. Elizabeth's Medical Center of Boston, Inc.	06/23/2008	12/090,046		
Endothelial cell mitogen bioassay	Caritas St. Elizabeth's Medical Center of Boston, Inc.	09/21/2001	09/961,128		
Glycogen synthase kinase function in endothelial cells	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/23/2002	10/278,759		
Inhibition of src for treatment of reperfusion injury related to revascularization	Caritas St. Elizabeth's Medical Center of Boston, Inc.	04/01/2005	10/530,038		
Cell modulation using a cytoskeletal protein	Caritas St. Elizabeth's Medical Center of Boston, Inc.	08/01/2003	10/633,407		
Morphogen compositions and use thereof to treat wounds	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/20/2005	11/254,524		

Method for Inhibiting Lipid Peroxidation	Caritas St. Elizabeth's Medical Center of Boston, Inc.	12/19/2007	11/630,888		
Use of Bone-Marrow Derived Stem Cells to Treat Ischemia	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/08/2008	12/090,706		
Tumor Initiating Cells and Methods of Use	Caritas St. Elizabeth's Medical Center of Boston, Inc.	06/30/2009	12/495,417		
Compositions and Methods for the treatment of a neoplasia	Caritas St. Elizabeth's Medical Center of Boston, Inc.		61/167,360		
Use of Tumor Necrosis Factor Alpha P75 Receptor for the Reduction of Inflammation	Caritas St. Elizabeth's Medical Center of Boston, Inc.	03/01/2010 10/31/2007	12/513,017 PCT No.: PCT/US2007/022977		
Method for Protecting Renal Tubular Epithelial cells from Radiocontrast Nephropathy (RCN)	Caritas St. Elizabeth's Medical Center of Boston, Inc.	06/01/2009	12/312,932		
Methods for Reprogramming Adult Somatic Cells and Uses Thereof	Caritas St. Elizabeth's Medical Center of Boston, Inc.	01/06/2010 10/26/2007	12/447,091 PCT No.: PCT/US2007/022716		
Method of estimating risk of acute kidney injury	Caritas St. Elizabeth's Medical Center of Boston, Inc.	09/18/2008	12/677,393 PCT No.: PCT/US2008/010860		
Compositions and Methods for Treating Myocardial Infarction	Caritas St. Elizabeth's Medical Center of Boston, Inc.	09/23/2008	12/294,081		
Methods of Using E2F2 for the Treatment of	Caritas St. Elizabeth's Medical	01/20/20 10	12/447,114 PCT No.		

Hypertension	Center of Boston, Inc.	10/29/2007	PCT/US2007/022804		
Methods for inhibiting TNF-alpha	Caritas St. Elizabeth's Medical Center of Boston, Inc.	04/17/2008	11/997,484		
Prone Surgery Facial Support Device	Caritas St. Elizabeth's Medical Center of Boston, Inc.	3/11/2010	PCT/US2009/059483		
Use of Androgens for the Treatment of Parkinson's Disease	Caritas St. Elizabeth's Medical Center of Boston, Inc.	03/10/2009	12/090,726		
Use of Sumoylation Inhibitors for the Treatment of Neurodegenerative Disease	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/08/2008	12/090,744		
Compositions and Methods for Detecting Compounds to Treat a Neurological Disorder	Caritas St. Elizabeth's Medical Center of Boston, Inc.	12/15/2008	11/887,016		
Cell-Based Screening Assay for Compounds that Regulate the Expression of a Tumor Marker DJ-1	Caritas St. Elizabeth's Medical Center of Boston, Inc.	01/09/2009	11/920,091		
Composition and Method for Using Cytokine to Treat Restinosis	Caritas St. Elizabeth's Medical Center of Boston, Inc.	10/17/2005	PCT No: PCT/US2005/037684		

Schedule B

Trademarks

None.

Schedule C

Copyrights

<u>Work</u>	<u>Owner/ Claimant</u>	<u>Registration No.</u>	<u>Registration Date</u>
Multidisciplinary plans for care of the patient	Caritas St. Elizabeth's Medical Center of Boston, Inc.	TXu000642168	05/31/1994

Schedule D
Domain Names

None.