# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

### **CONVEYING PARTY DATA**

Name	Execution Date
John R. Wells Trust	04/27/2000

# **RECEIVING PARTY DATA**

Name:	Accord Technologies, LLC
Street Address:	77 Accord Park Drive
Internal Address:	D-7
City:	Norwell
State/Country:	MASSACHUSETTS
Postal Code:	02061

# PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5047004
Patent Number:	5178602

# **CORRESPONDENCE DATA**

(703)504-9415 Fax Number:

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

Phone: 202-835-1111

Email: mmolli@clarkbrody.com **CLARK & BRODY** Correspondent Name: Address Line 1: 1700 Diagonal Rd.

Suite 510 Address Line 2:

Alexandria, VIRGINIA 22314 Address Line 4:

ATTORNEY DOCKET NUMBER: 70869-0147

NAME OF SUBMITTER: Conrad J. Clark

Total Attachments: 9

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**PATENT** REEL: 026173 FRAME: 0872

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ASSIGNMENT AND LICENSE AGREEMENT

This agreement (hereinafter "Agreement") entered into and effective as of the last

date of execution hereof is by and among: Lin A. Jakary, Trustee of the John R. Wells

Trust, u/d/t dated December 11, 1996, (hereinafter "the Trust") having a place of

business at 551 Gravilla Street, La Jolla, California 92037; Accord Technologies, LLC

(hereinafter "Accord"), a Massachusetts limited liability company having its place of

business at 77 Accord Park Drive, D-7, Norwell, Massachusetts 02061; and Harvest

Technologies Corporation (hereafter "Harvest"), a Massachusetts corporation having its

place of business at 77 Accord Park Drive, D-7, Norwell, Massachusetts 02061

(collectively referred to hereinafter as "the parties").

WHEREAS, the Trust is the successor to the rights of John R. Wells, an

individual doing business as BioSystems Development Company, in a development

agreement with Level 1 Technologies, Inc., which was executed on August 19, 1994,

and amended on August 29, 1994 ("Development Agreement");

WHEREAS, Harvest is the successor in interest to all rights and obligations of

Level 1 Technologies, Inc. in connection with said Development Agreement;

WHEREAS, Accord desires to acquire all rights of the Trust in said Development

Agreement and any rights of the Trust in the technology represented by the Licensed

Patents (as defined below); and

-1-

WHEREAS the Trust wishes to obtain a license under Licensed Patents in the

Licensed Field as defined herein;

NOW, THEREFORE, in consideration of the mutual promises and

understandings hereinafter set forth, the parties intending to be legally bound do hereby

agree as follows:

DEFINITIONS

1. "Licensed Patents" shall mean the patents and patent applications set forth

on the attached Exhibit A and any continuations, divisions, reexaminations, or reissues

thereof.

ASSIGNMENT

3. The Trust hereby assigns to Accord any and all right, title and interest

throughout the world in and to the Licensed Patents including all its right title and

interest in and to the inventions described and/or claimed therein and the right of action

for past infringement that it currently holds.

-2-

# **ENFORCEMENT**

4

# **GOVERNING LAW**

20. This Agreement shall be interpreted in accordance with the laws of the State of California.

### WARRANTIES

21. Nothing in this Agreement shall be construed as a warranty or representation by any party as to the validity, scope or enforceability of the Licensed Patents.

22. Each party warrants that it has no knowledge of any defect in any of the Licensed Patents that would affect its enforceability and that no Licensed Patent is subject to any lien, encumbrance or adverse interest.

23. Each party represents and warrants that the undersigned person has the full authority of the respective party to enter into this Agreement.

# ENTIRE AGREEMENT

24. This Agreement sets forth the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter to which this Agreement relates.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate originals by their duly authorized officers and/or representatives.

LIN A. JAKARY, TRUSTEE OF THE JOHN R. WELLS TRUST ACCORD TECHNOLOGIES, LLC

Lin X. Jakary

Date:

By:

Name: GARY THRESHO

Date: MMAGE

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HARVEST TECHNOLOGIES CORPORATION

Ву:

Name: 60040 14RESK.

Title: PROCEDER

Date: 4/14/00

# Exhibit A (Licensed Patents)

Country	Appln. No.	Appln. Dt	Patent No.	Grant Dt.	Status	Title
USA	08/435,662	May 5, 1995	5,707,331	January 13, 1998	Granted	Automatic Multiple Decanting Centrifuge
Taiwan	84106547	June 24, 1995			Filed	Automatic Multiple-Decanting Centrifuge
EPC	963030291	April 30, 1996			Filed	Automatic Multiple Decanting Centrifuge
Canada	2175397	April 30, 1996			Filed	Automatic Multiple Decanting Centrifuge
Japan	8112804	May 7, 1996			Filed	Automatic Multiple Decanting Centrifuge
Australia	706177	May 2, 1996	706177	September 23, 1999	Granted	Automatic Multiple Decanting Centrifuge
China P.R.	961049448	May 6, 1996			Filed	Automatic Multiple Decanting Centrifuge
S. Korea	9614545	May 4, 1996	٠		Filed	Automatic Multiple Decanting Centrifuge
USA	08/944,179	October 6, 1997	5,895,346	April 20, 1999	Granted	Method For Automatic Multiple Decanting Centrifuge
PCT	PCT/US99/05287	March 11, 1999			Filed	Apparatus For the Sterile Transfer of Fluids
USA	09/482,653	January 13, 2000			Filed	Automatic Multiple Decanting Centrifuge
· USA	476,981	February 7, 1990	5,047,004	September 10, 1991	Granted	Automatic Decanting Centrifuge
· USA	756,924	September 9, 1991	5,178,602	January 12, 1993	Granted	Automatic Decanting Centrifuge

PATENT REEL: 026173 FRAME: 0882

RECORDED: 04/25/2011