# 1227029

# CH #40.00

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

## **CONVEYING PARTY DATA**

Name	Execution Date
Robert L. Standley	02/09/2009
William Aitkenhead	12/08/2009
Glen Jorgensen	11/09/1996

# **RECEIVING PARTY DATA**

Name:	ymeQuest, Inc.	
Street Address:	00 Cummings Center, Suite 436H	
City:	Beverly	
State/Country:	MASSACHUSETTS	
Postal Code:	01915-6122	

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12270295	

# **CORRESPONDENCE DATA**

Fax Number: (617)830-3227

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

Phone: 617-488-8100

Email: patent@pierceatwood.com

Correspondent Name: Christopher E. Everett

Address Line 1: 100 Summer Street, Suite 2250

Address Line 2: Pierce Atwood LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	29603-3000 (VMI-113CON2)
NAME OF SUBMITTER:	Christopher E. Everett

Total Attachments: 17

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PATENT

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> PATENT REEL: 026633 FRAME: 0318

# ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

ZymeQuest, Inc. 100 Cummings Center, Suite 436H Beverly, MA 01915-6122

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the invention described in the patents and/or patent applications set forth on the attached Schedule "A"

as well as in and to (a) all improvements and modifications of the invention or inventions, set forth on Schedule "A", (b) the applications set forth on Schedule "A" and all other applications for Letters Patent of the United States and countries foreign thereto for the invention or inventions and all improvements and modifications thereof, detailed therein, (c) all Letters Patent which may issue from the applications, set forth on Schedule "A" in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of the applications, set forth in Schedule "A" and Letters Patent(s), set forth on Schedule "A" and (e) the right to claim for any of the applications, set forth in Schedule "A", the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the invention or inventions, set forth on Schedule "A", in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting the invention or inventions, set forth in Schedule "A", improvements, and modifications including evidence for interference, reexamination, reissue, opposition,

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revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

# SCHEDULE A

CIRCUMFERI	ENTIALLY DI	RIVEN CONTI	NUOUS FLOW (	CENTRIFUGE	· · · · · · · · · · · · · · · · · · ·	
Aitkenhead, W	Villiam; Jorgei	nsen, Glen; Sta	ndley, Robert L.			
Dkt. No.	Country	Status	Appl. No.	Appl. Date	Patent No.	Grant Date
350930-0159	USA	Granted	10/111368	10/27/2000	7008366	3/7/2006
350930-0336	USA	Pending	12/270295	11/18/2008		
350930-0241	USA	Pending	11/326627	1/6/2006	7452323	11/18/2008
350930-0162	Japan	Pending	2001-532909	10/27/2000		
350930-0160	EPO	Pending	00973959.0	10/27/2000		
350930-0161	Hong Kong	Pending	03104730.4	10/27/2000		

Executed this 8th day of DECEMBER, 2009.

William Aitkenhead

William Aitkenhead

On this day of Decurier, 20 4, before me, Art Relistrois (a notary public in and for said county), personally appeared WILLIAM AITKENHEAD, who 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.

i i

County of Middle

My Commission Expires: 10-6-2011

DAVID W. REISSFELDER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 6, 2011

(Seal)

# **ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

ZymeQuest, Inc. 100 Cummings Center, Suite 436H Beverly, MA 01915-6122

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the invention described in the patents and/or patent applications set forth on the attached Schedule "A"

as well as in and to (a) all improvements and modifications of the invention or inventions, set forth on Schedule "A", (b) the applications set forth on Schedule "A" and all other applications for Letters Patent of the United States and countries foreign thereto for the invention or inventions and all improvements and modifications thereof, detailed therein, (c) all Letters Patent which may issue from the applications, set forth on Schedule "A" in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of the applications, set forth in Schedule "A" and Letters Patent(s), set forth on Schedule "A" and (e) the right to claim for any of the applications, set forth in Schedule "A", the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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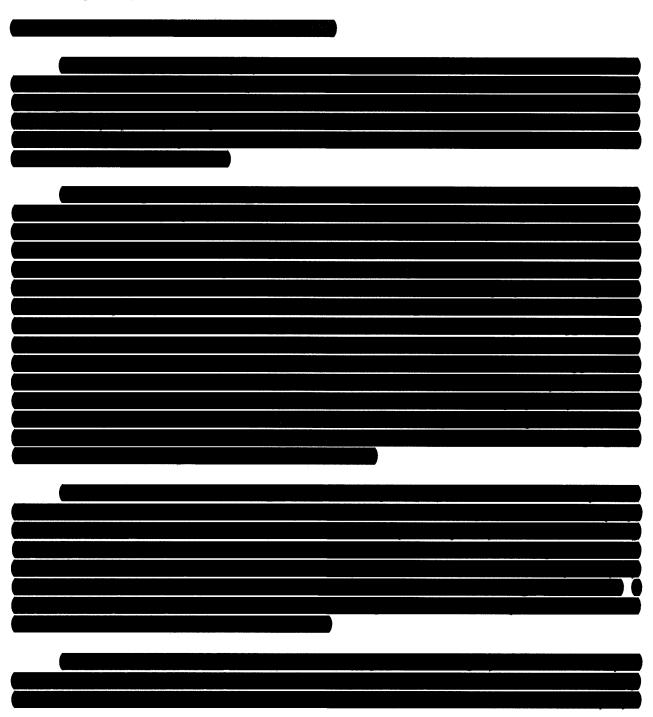
# SCHEDULE A

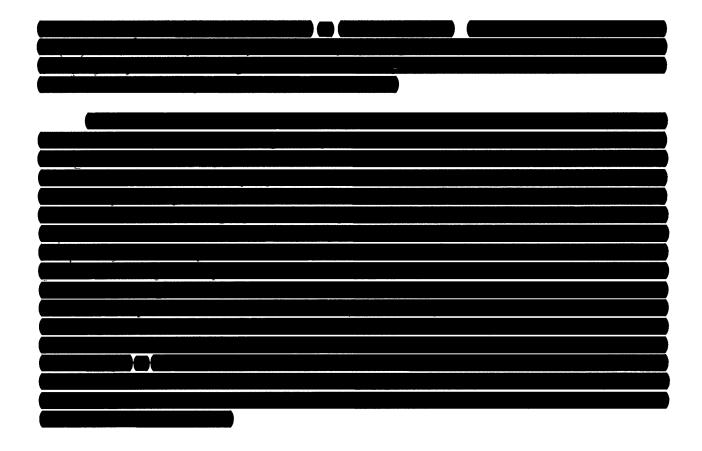
CIRCUMFERE	ENTIALLY DE	RIVEN CONTIN	NUOUS FLOW C	ENTRIFUGE	<del> </del>	
Aitkenhead, W	<sup>7</sup> illiam <b>; Jorge</b> r	isen, Glen; Stan	dley, Robert L.			
Dkt. No.	Country	Status	Appl. No.	Appl. Date	Patent No.	Grant Date
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350930-0336	USA	Pending	12/270295	11/18/2008		
350930-0241	USA	Pending	11/326627	1/6/2006	7452323	11/18/2008
350930-0162	Japan	Pending	2001-532909	10/27/2000		
350930-0160	EPO	Pending	00973959.0	10/27/2000		
350930-0161	Hong Kong	Pending	03104730,4	10/27/2000		

Executed this 9 day of Tebruary, 2009.
Hotel & Hame Deep
Robert L. Standley
1004
State of
County of Wordster )
On this 9 day of February, 20 09, before me, Elizabeth Shuyler (a notary public in an for said county), personally appeared ROBERT L. STANDLEY, who 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 Alfabeth My
My Commission Expires: 5/10/11
(Seal)

# EMPLOYEE CONFIDENTIALITY, INVENTIONS AND NON-COMPETITION AGREEMENT

In consideration of my employment or continued employment by ZymeQuest, Inc., a Delaware corporation, or any of its predecessors, successors or subsidiaries (collectively, the "Company"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:





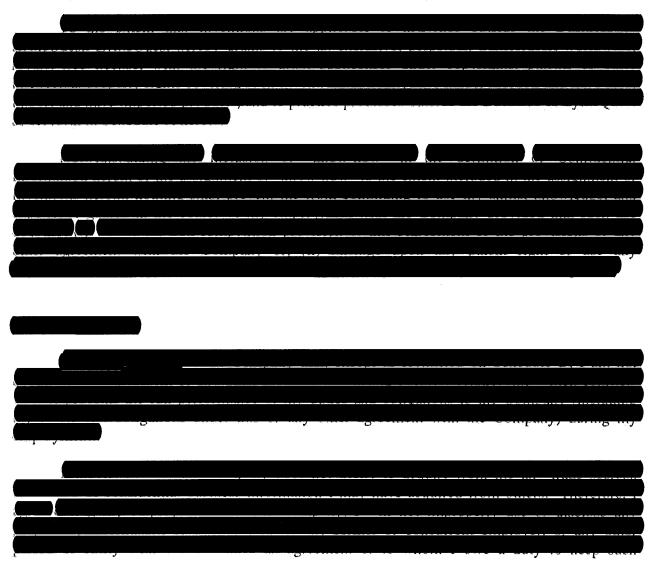
# Assignment of Inventions

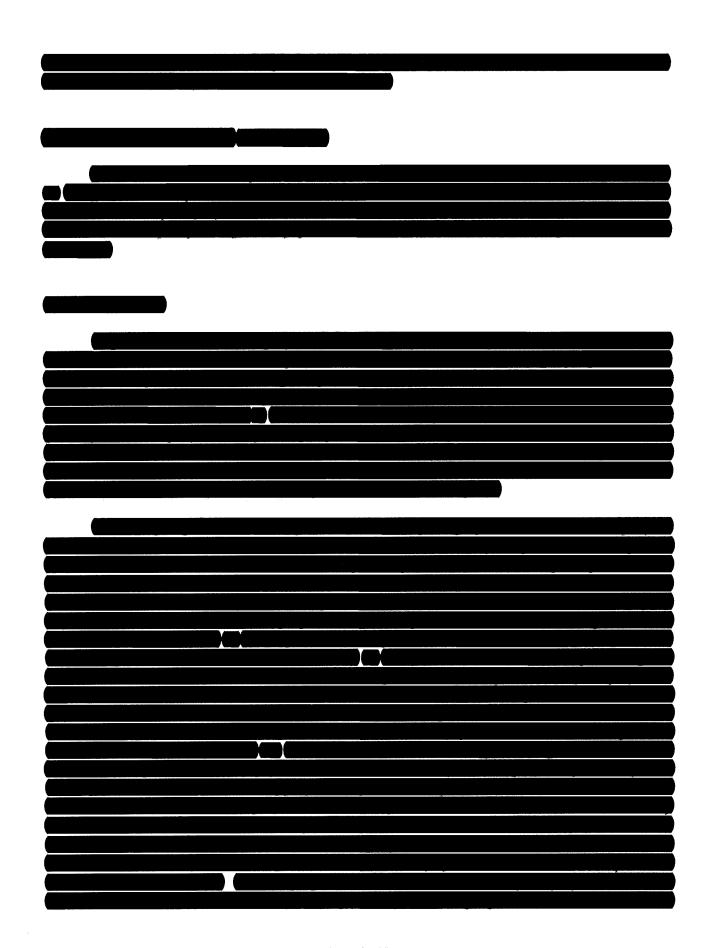
I agree promptly to disclose to the Company any and all ideas, concepts, discoveries, inventions, developments, original works of authorship, software programs, software and systems documentation, trade secrets, technical data, know-how and Biological Materials that are conceived, devised, invented, developed or reduced to practice or tangible medium by me, under my direction or jointly with others during any period that I am employed or engaged by the Company, whether or not during normal working hours or on the premises of the Company, which relate, directly or indirectly, to the Business of ZymeQuest as set forth in Schedule A hereto and arise out of my employment with the Company (hereinafter "Inventions").

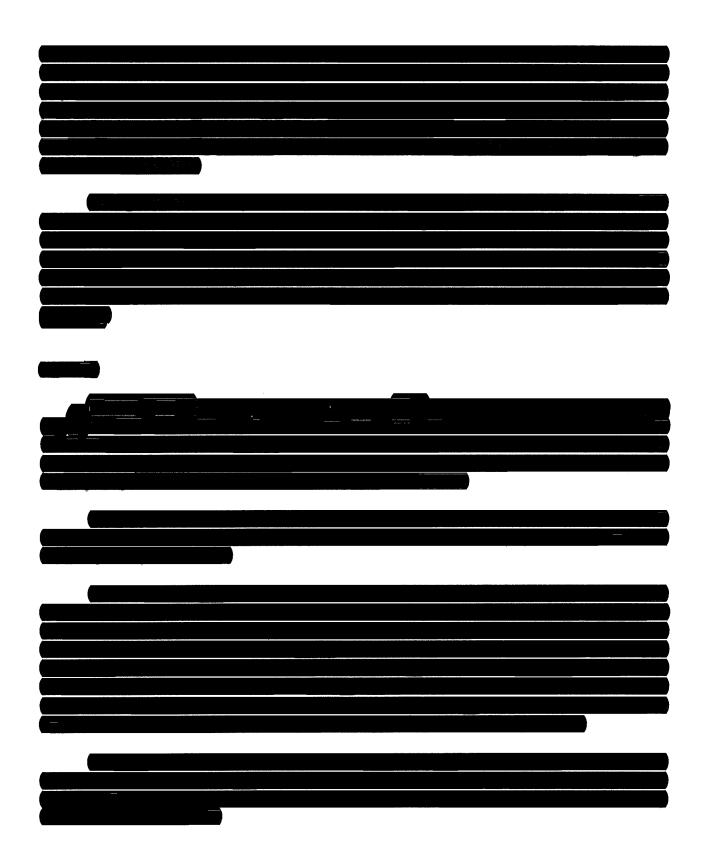
I hereby assign to the Company all of my right, title and interest to the Inventions and any and all related patent rights, copyrights and applications and registrations therefor. During and after my employment, I shall cooperate with the Company, at the Company's expense, in obtaining proprietary protection for the Inventions and I shall execute all documents which the Company shall reasonably request in order to perfect the Company's rights in the Inventions. I hereby appoint the Company my attorney-in-fact to execute and deliver any such documents on my behalf in the event I should fail or refuse to do so within a reasonable period following the Company's request. I understand that, to the extent this Agreement shall be construed in accordance with the laws of any state which limits the assignability to the Company of certain employee inventions, this Agreement shall be interpreted not to apply to any such invention which a court rules or the Company agrees is subject to such state limitation.

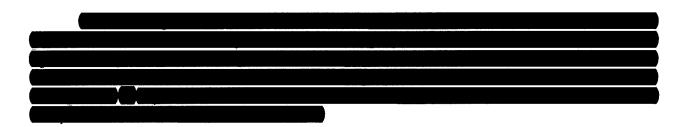
I acknowledge that all original works of authorship made by me within the scope of my employment which are protectible by copyright are intended to be "works made for hire", as that term is defined in Section 101 of the United States Copyright Act of 1976 (the "Act"), and shall be the property of the Company and the Company shall be the sole author within the meaning of the Act. If the copyright to any such copyrightable work shall not be the property of the Company by operation of law, I will, without further consideration, assign to the Company all of my right, title and interest in such copyrightable work and will cooperate with the Company and its designees, at the Company's expense, to secure, maintain and defend for the Company's benefit copyrights and any extensions and renewals thereof on any and all such work. I hereby waive all claims to moral rights in any Inventions.

I expressly agree that any inventions relating to the Business of ZymeQuest, as defined in <u>Schedule A</u>, which I may have made, conceived or first reduced to practice as an employee of Centracept, Inc., a Massachusetts Corporation, and which have not been assigned to the said Centracept, Inc., shall be considered Inventions subject to this Agreement.









This Agreement shall be construed as a sealed instrument and shall in all events and for all purposes be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction. Any action, suit or other legal proceeding which I may commence to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and I hereby consent to the jurisdiction of such court with respect to any action, suit or proceeding commenced in such court by the Company.

I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND I UNDERSTAND, AND AGREE TO, EACH OF SUCH PROVISIONS. TO EVIDENCE MY AGREEMENT, I HAVE SIGNED AND DELIVERED THIS AGREEMENT TO THE COMPANY AS AN AGREEMENT UNDER SEAL AS OF THE DATE BELOW.

GLEN VORGENSEN Print Name:

Acknowledged and agreed to:

ZYMEQUEST, INC.

Name: Douglas L. Clibourn

Title: President & CEO

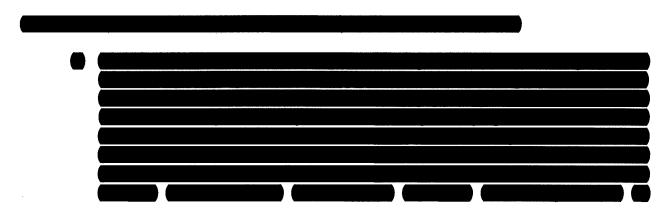
Date: November 11, 1996

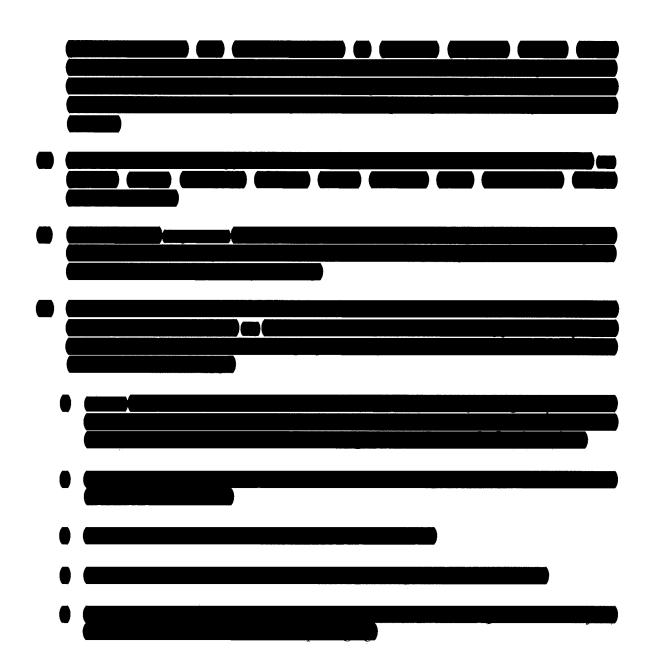
# SCHEDULE A

# THE BUSINESS OF ZYMEQUEST

The term "Business of ZymeQuest" shall mean and collectively include all activities, methods, apparatuses and products related to blood and tissue processing including, but not limited to:

- a. Enzymatic and/or chemical treatment of whole blood, blood cells, blood components and blood products for blood group conversion;
- b. Enzymatic deantigenation or other methods of preparation of human tissue and other materials for transplantation, transfusion or other application;
- Identification, isolation, characterization, production and purification of enzymes or other materials, both recombinant and from naturally occurring sources, used in any of the Business of ZymeQuest;
- d. Automated component processing and cell separation including, but not limited to, single donor platelets, red blood cells, plasma, white blood cells, stem cells and progenitor cells;
- e. Viral inactivation and disinfection of blood cells;
- f. Cell washing;
- g. Perioperative cell recovery and washing;
- h. Perioperative component sequestration;
- Leukoreduction and leukodepletion of red blood cells and other blood components;
   and
- i. Bone marrow processing.





# SCHEDULE B

