

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AstraZeneca Pharmaceuticals LP	09/27/2011
RECEIVING PARTY DATA	
Name:	InfraReDx, Inc.
Street Address:	34 Third Avenue
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13220347
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ATTORNEY DOCKET NUMBER:	IFR-001
NAME OF SUBMITTER:	Micah W. Miller
Total Attachments: 3 source=IFR-001 Executed Assignment by Astrazeneca and Infraredex#page1.tif source=IFR-001 Executed Assignment by Astrazeneca and Infraredex#page2.tif source=IFR-001 Executed Assignment by Astrazeneca and Infraredex#page3.tif	

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ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (this "Assignment") is made as of the 27th day of September, 2011 (the "Effective Date") by and between

- (1) ASTRAZENECA PHARMACEUTICALS LP, a Delaware limited partnership with offices at 1800 Concord Pike, P.O. Box 15437, Wilmington, Delaware 19850-15437, United States of America (the "Assignor"); and
- (2) INFRAREDX, Inc., incorporated in Delaware with offices at 34 Third Avenue, Burlington, MA 01803, 781-221-0053 ("the "Assignee").

Recitals

- (A) WHEREAS, Joel RAICHLEN, an employee of Assignor, and Sean MADDEN, an employee of Assignee, are joint inventors of the inventions and improvement(s) disclosed in US Application No. 13/220,347 filed on the 29th day of August 2011 (the "Patent Application").
- (B) WHEREAS, Assignor is a joint owner, with Assignee, of the entire right, title and interest in and to the Patent Application in so far as Assignor's right, title and interest has been assigned from joint inventor, Joel RAICHLEN, and in and to the inventions and improvement(s) disclosed in such Patent Application.
- (C) WHEREAS, Assignor has agreed to assign to Assignee its entire right, title and interest in and to the Patent Application, respectively, and in and to the inventions and improvements disclosed in such Patent Application.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1 Assignment

In consideration of the payment by Assignee to Assignor of the sum of £1, the receipt of which is hereby acknowledged, Assignor hereby assigns, sells and transfers to Assignee, with full title guarantee free from all and any charges or other third party rights, the following rights (the "Patent Rights"):

- 1.1 all of Assignor's entire right, title and interest in and to the Patent Application, any rights under the International Convention for the Protection of Industrial Property and all other applicable treaties and conventions, any rights of priority with respect to the Patent Application, including US Application no 13/220,347 any divisional, continuation and continuation-in-part applications claiming, directly or indirectly, the benefit of, or priority to, any of the Patent Application (and equivalents in countries other than the United States), any patents in any country that may be granted to or on any of the foregoing applications ("Subsequent Patents"), any reissues, re-examinations or extensions of such Subsequent Patents (and equivalents in countries other than the United States), to the full end of the term for which the Subsequent Patents have been granted, reissued, re-examined or extended;
- 1.2 all of Assignor's entire right, title and interest in and to the inventions and improvements disclosed in the Subsequent Patents and Patent Application; and
- 1.3 any and all causes of action, claims, demands or other rights occasioned from or because of any and all past and future infringement of any of the Subsequent Patents or Patent Application(s), including all rights to recover damages, profits and injunctive relief for infringement of any of the Subsequent Patents or Patent Application(s).

2 Further Action

Assignor agrees, at the reasonable request of Assignee: (a) to execute and deliver any further documents and to take any further actions reasonably necessary to enable Assignee to become the sole registered owner of the Patent Rights and to secure the benefits of the rights hereby assigned; and (b) to aid in securing and maintaining patent protection for the Patent Rights throughout the world, including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.

3 Recordation

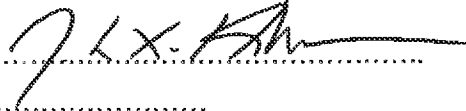
Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of other countries, to record this Assignment.

4 Governing Law and Jurisdiction

The interpretation and construction of this Agreement shall be governed by the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England for any action, suit or proceeding arising out of or relating to this Agreement.

THIS ASSIGNMENT IS EXECUTED by the authorised representatives and is effective from the date first written above.

ASTRAZENECA PHARMACEUTICALS LP

Signature : 

Name : John Xavier HABERMAN

Title : Authorised Signatory

Date : Sept. 27, 2011

INFRARED_X, Inc.

Signature: 

Name: Jeffrey Mazur

Title: Authorised Signatory

Date : October 20, 2011