

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JANSSEN PHARMACEUTICA, N.V.	05/05/2007
RECEIVING PARTY DATA	
Name:	AUTHENTIFORM TECHNOLOGIES, L.L.C.
Street Address:	121 Lambertville Headquarters Road
City:	Stockton
State/Country:	NEW JERSEY
Postal Code:	08559
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11455717
Application Number:	11455817
Application Number:	11613437
Application Number:	60870933
PCT Number:	US2006023868
PCT Number:	US2006023876
PCT Number:	US2006062374
Application Number:	60692225
CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
Phone:	(919) 286-8000
Email:	preddiel@mvalaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Andrew D. Gerschutz
Address Line 1:	Moore & Van Allen PLLC

OP \$320.00 11455717

Address Line 2: PO Box 13706
Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

ATTORNEY DOCKET NUMBER: 034306-000001

NAME OF SUBMITTER: Andrew D. Gerschutz

Total Attachments: 12
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ASSIGNMENT AND RELEASE

This Agreement, effective as of the Execution Date, is by and between Janssen Pharmaceutica, N.V. (herein after "JANSSEN") having an address at Turnhoutseweg 30, B-2340 Beerse, Belgium, and Authentiform Technologies, L.L.C., (hereinafter "Assignee") having an address at 121 Lambertville Headquarters Road, Stockton, New Jersey, 08559 USA. JANSSEN and Assignee are sometimes referred to as "Party" or "Parties".

WITNESSETH

WHEREAS, Assignee's Operating Manager was an employee of JANSSEN'S Affiliate (as defined below) Johnson & Johnson Pharmaceutical Research & Development, LLC from January, 1999 to December, 2005 and during that time was the inventor of US Provisional Patent Application 60/692225, a patent application relating to Microparticle Anti-counterfeiting Techniques (listed in the attached Exhibit A) and later forming the priority for two Non-Provisional Applications and two PCT Patent Applications, all assigned to JANSSEN;

WHEREAS, after that time, Assignee's Operating Manager became an employee of Johnson & Johnson Services, another Affiliate of JANSSEN, and during that time was again the inventor of two additional patent applications relating generally to the technology described above and also assigned to JANSSEN (also listed in attached Exhibit A, the subjects of the patent applications in Exhibit A being collectively referred to as the "INVENTIONS");

WHEREAS, JANSSEN has determined that it does not have an interest in further developing the INVENTIONS at this time;

WHEREAS, JANSSEN will assign the Patents (as defined below) to Assignee pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above premises and the covenants contained herein, the parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1.1 "Affiliate" shall mean any person, corporation, joint venture or business entity which, with respect to a Party, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such Party, as the case may be. As used herein "control" refers to the possession of the power to direct or cause the direction of the management and policies of an entity, through the ownership of the outstanding voting securities or by contract or otherwise.

1.2

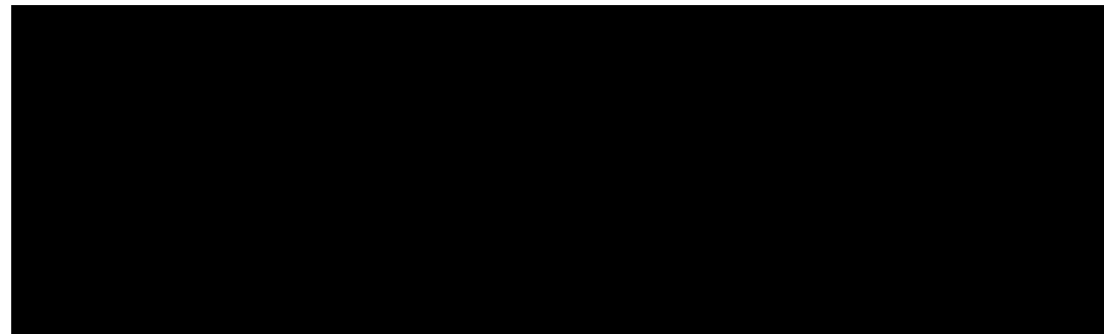


1.3 "Execution Date" of this Agreement shall mean April 1, 2007.

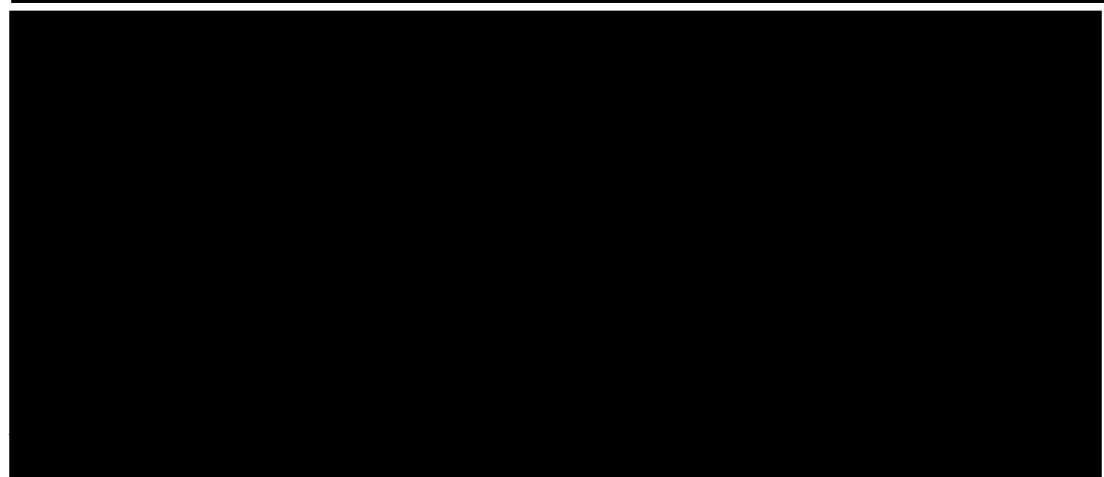
1.4 "Internal Research Purposes" shall mean all uses within JANSSEN and its Affiliates but excluding commercial uses of the INVENTIONS. For the avoidance of doubt, use of the INVENTIONS in clinical trials, quality control, or manufacturing shall be deemed commercial uses.

1.5 "JANSSEN", shall mean Janssen Pharmaceutica, N.V. and its successors in interest.

1.6



1.7



1.8 "Patent" or "Patents" shall mean the patent applications listed in Exhibit A as well as all continuations, continuations-in-part, divisions, and renewals thereof, all patents which may be granted thereon, and all reissues, reexaminations, extensions, patents of addition, and patents of importation thereof together with any foreign counterparts of any of the foregoing. Exhibit A sets forth all of the patents and patent applications that comprise the definition of "Patents" as of the Execution Date.

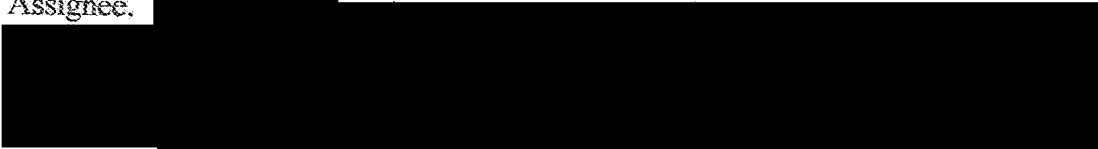
- 1.9 “Product” shall mean a composition of matter which (or the use of which) would, if practiced without the consent of the Assignee, infringe a Valid Claim.
- 1.10 “Successors of Assignee” shall mean all subsequent corporations, individuals, associations or partnerships founded by Assignee, Affiliates of Assignee, or future Assignees of the Patents or the equivalency thereof.
- 1.11 “Third Party” shall mean an entity unrelated to JANSSEN or Assignee.
- 1.12 [REDACTED]
- 1.13 “Valid Claim” shall mean a claim in any unexpired, issued patent or patent application in Patents which has not been held invalid or unenforceable by a non-appealed or unappealable decision by a court or other appropriate body of competent jurisdiction and which is not admitted to be invalid through disclaimer or dedication to the public.
- 1.14 [REDACTED]

ARTICLE 2
ASSIGNMENT OF PATENTS; PROSECUTION

- 2.1 Assignment. JANSSEN hereby assigns and transfers to Assignee all of its entire right, title, and interest in the Patents. This Assignment shall be duly recorded for each of the patents and patent applications in Patents listed in Exhibit A with the United States Patent Office and the United States Receiving Office of the World Intellectual Property Organization (WIPO).
- 2.2 Non-Exclusive License. In consideration of the Assignment provided in Section 2.1, Assignee hereby grants to JANSSEN a non-exclusive, non-royalty bearing worldwide, perpetual license under the Patents to JANSSEN and its Affiliates for Internal Research Purposes.
- 2.3 Cooperation. The Parties agree, whenever requested to do so, to execute any assignments or other instruments which Assignee or its affiliates, representatives, successors or assigns shall consider necessary to apply for and obtain one or more Patents in the United States or any foreign country, or to otherwise protect Assignee’s ownership interest in Patents and INVENTIONS, including to execute any additional papers, within JANSSEN’s control, that may be necessary to enable Assignee, or its Affiliates, representatives, Successors, nominees or assigns to secure, maintain and assert full and complete protection for the INVENTIONS. In particular, JANSSEN will transfer to Assignee all files and other papers in the possession of its legal representative or anything that is or had

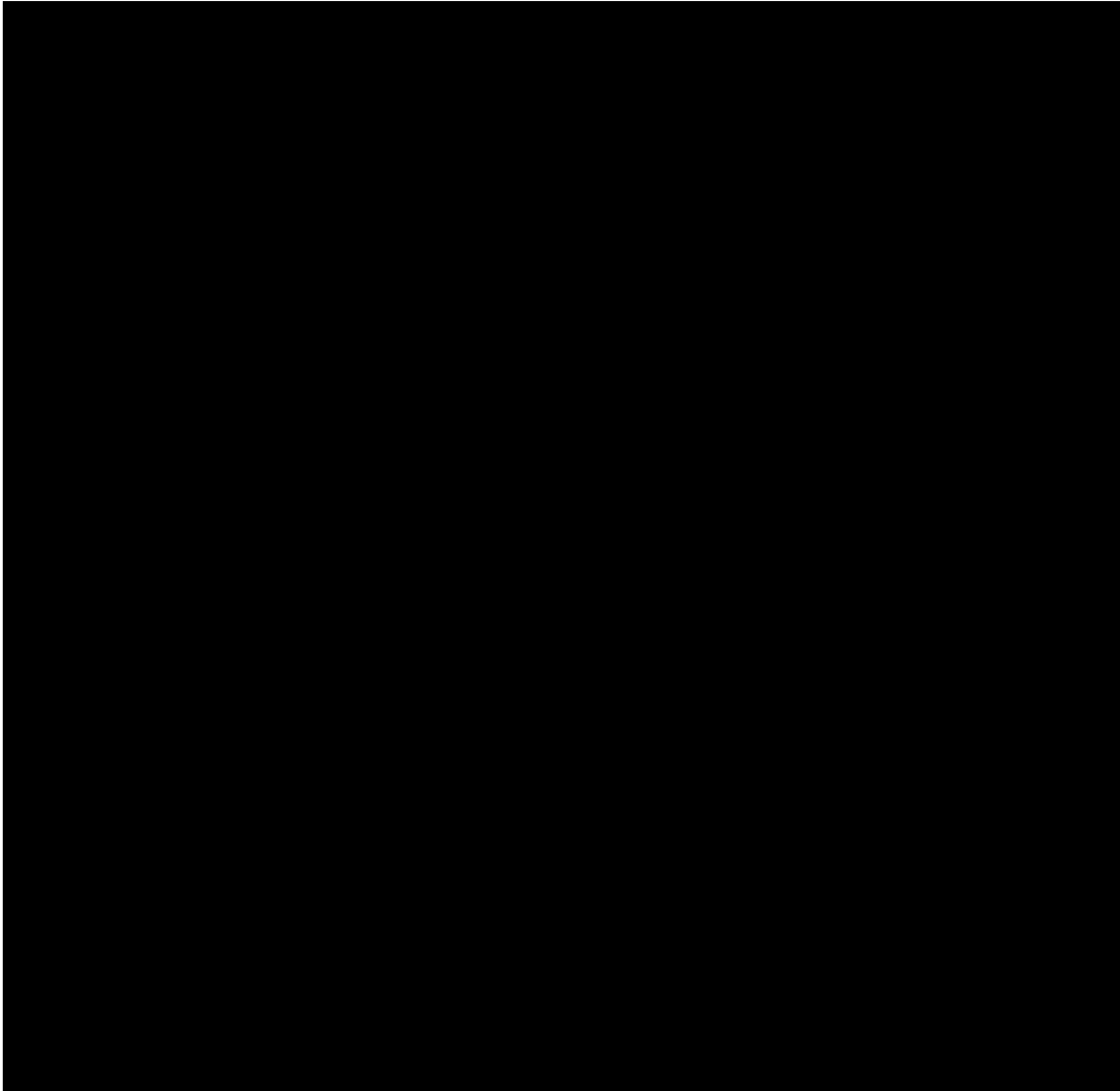
been in the possession of Assignee as an employee of Johnson & Johnson Services that relates to the Patents and INVENTIONS and will inform all attorneys prosecuting any patent application in Patents on behalf of JANSSEN as to the existence of this Assignment. Notwithstanding the foregoing, this duty to cooperate shall expire five (5) years from the Execution Date of this Agreement.

- 2.4 Prosecution of Patents. For the avoidance of doubt, following the Execution Date, all actions regarding the Patents, including without limitation the filing, prosecution, maintenance, extension, and abandonment of any patent application or patent in Patents shall be the sole decision of Assignee and at the sole cost of Assignee.



**ARTICLE 3
FINANCIAL PROVISIONS**

3.1



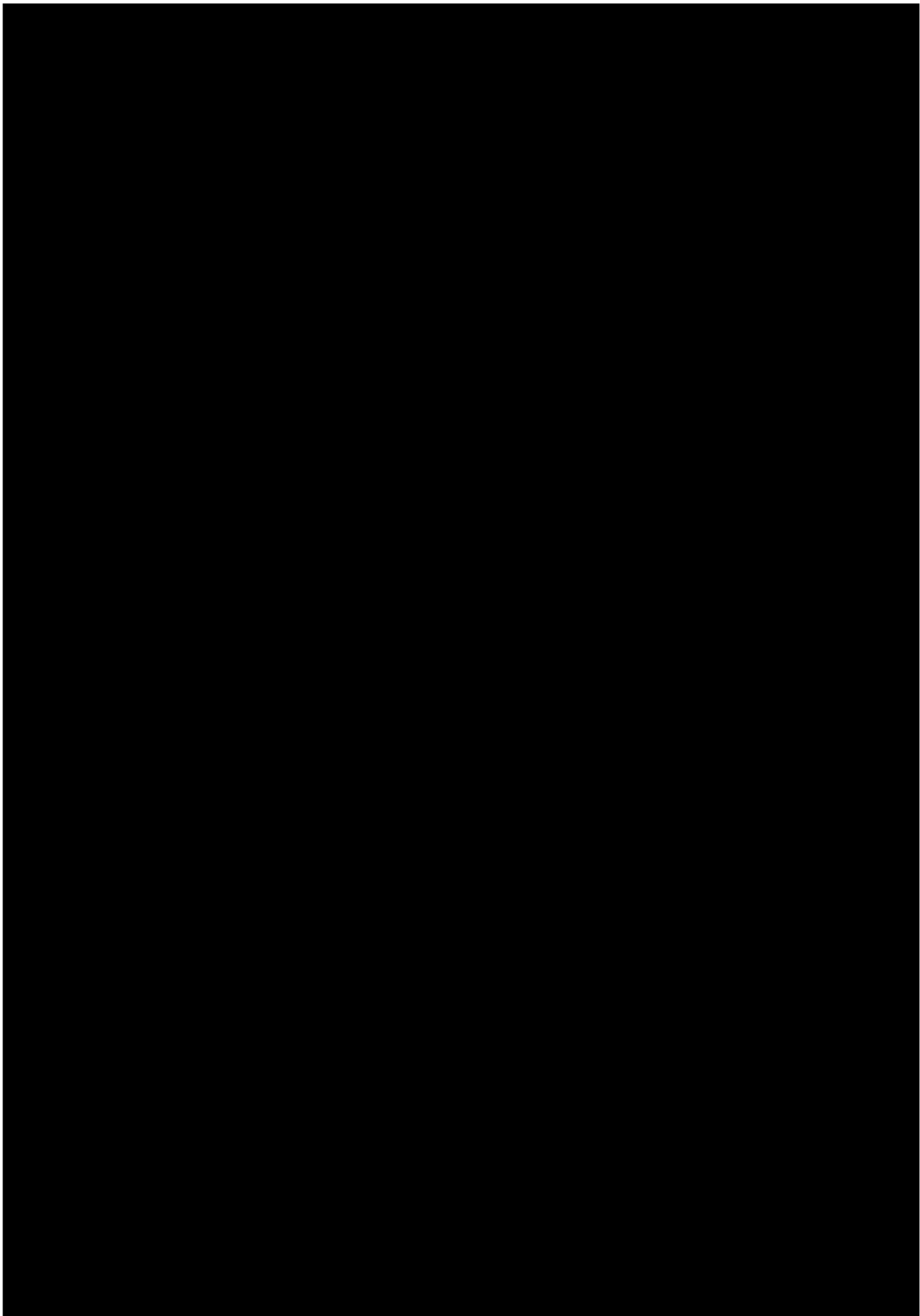
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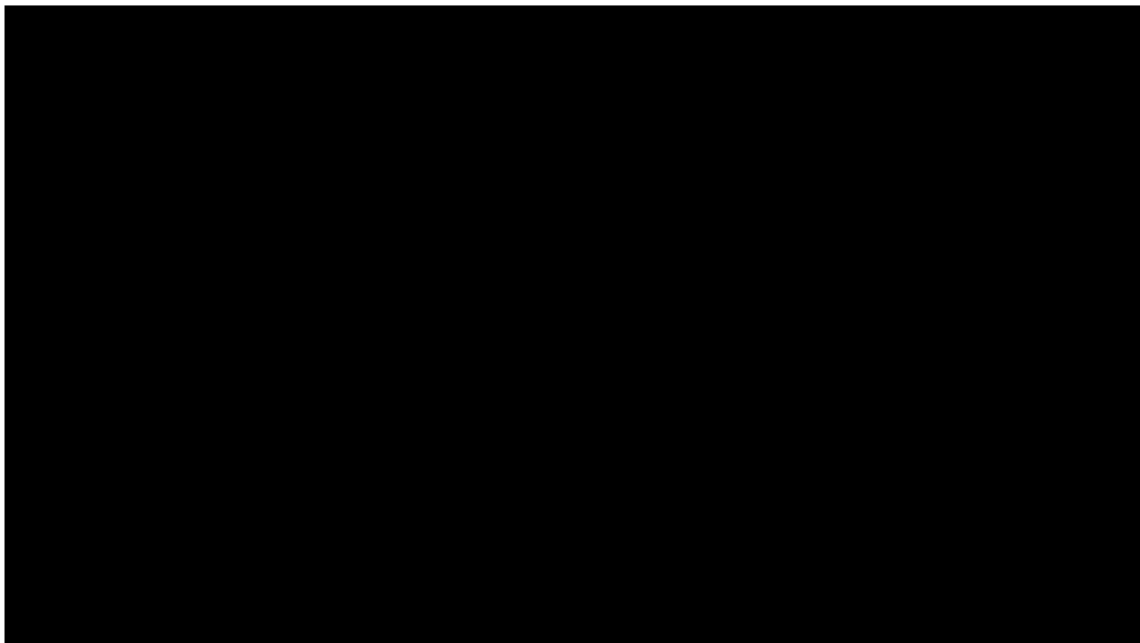
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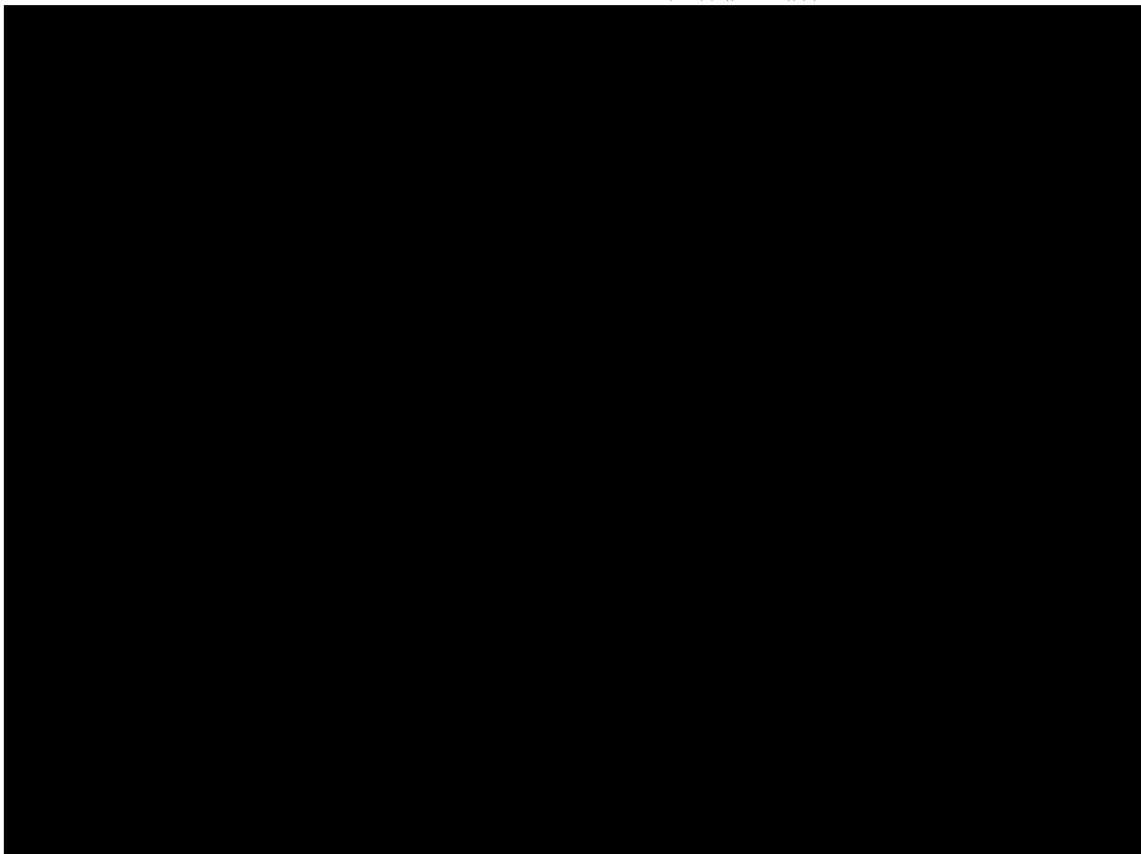


ARTICLE 4
CONFIDENTIALITY AND PUBLICITY

4.1

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**ARTICLE 5
REPRESENTATION AND WARRANTIES**

- 5.1 Sole Inventor. Assignee and JANSSEN represent to the best of their knowledge that Assignee is the sole inventor of the INVENTIONS and of the Patent Applications of Exhibit A.
- 5.2 Warranty. The Patents are being assigned to Assignee AS IS, WITH ALL FAULTS, and JANSSEN makes no warranty of any kind with respect to the INVENTIONS or the Patents, except for the warranty of title. JANSSEN DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PATENTS EXPRESS OR IMPLIED, INCLUDING (i) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, AND (ii) ANY WARRANTY WITH RESPECT TO THE PREPARATION, FILING AND FILING STRATEGY AROUND THE PATENTS. Further, Assignee hereby acknowledges and agrees that JANSSEN shall have no liability with respect to the foregoing. Any further use, application, license, or sale of the Patents shall be the sole responsibility of Assignee.
- 5.3 J&JPRD and COSAT Employment and Secrecy Agreement. Assignee acknowledges and agrees that his entire right to any ideas, improvements, and discoveries that he has made prior to the Execution Date in the course of his employment by J&JPRD or its Affiliates, including those relating to the INVENTIONS, shall, other than the assignment expressly provided herein, be subject to Assignee's Employee Secrecy, Non-Competition and Non-Solicitation Agreement.

**ARTICLE 6
TERM**

- 6.1 Term. This Agreement will expire on a county-by-country basis upon the expiration, termination, invalidation or abandonment of the last patent or patent application in Patents to expire, terminate, be invalidated, or be abandoned in a respective country.

6.2



**ARTICLE 7
DISPUTE RESOLUTION**

7.1

7.2

7.3

**ARTICLE 8
MISCELLANEOUS**

8.1 Assignment of Agreement. This Agreement, or any of the rights and obligations created herein may be assigned or transferred, in whole or in part, by either party

hereto without the prior written consent of the other party; provided that both Assignee and JANSSEN shall remain liable to each other for each of its responsibilities set forth herein.

- 8.2 Notices. All notice required or permitted to be given hereunder shall be in writing and shall be delivered in person, by a nationally recognized overnight courier, to the addresses given below or such other addresses as may be designated in writing by the Parties from time to time during the term, and shall be deemed to have been given when received unless otherwise specified herein as when sent.

ASSIGNEE:

AuthentiForm Technologies, L.L.C.
c/o Thomas J. Mercolino, Ph.D.
121 Lambertville-Headquarters Road
Stockton, New Jersey, 08559-1910
USA

JANSSEN:

Addressed to:
PRESIDENT
JANSSEN PHARMACEUTICA, N.V.
Turnhoutseweg 30
B-2340 Beerse
Belgium

With a copy to:

Johnson & Johnson
Office of General Counsel
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Attn: General Counsel, M&N

- 8.3 Advice of Counsel. JANSSEN and Assignee have each consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall not be deemed to have been drafted by one party or another and will be construed accordingly.
- 8.4 Entire Agreement; Amendment. This Agreement, together with the Exhibit hereto constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect thereto. This Agreement may

be amended only by a writing making reference to the Agreement and duly signed by the Parties.

8.5 Headings. The section headings in this Agreement are provided for the convenience of the Parties and have no legal effect.

8.6 Counterparts. This Agreement may be executed in counterparts, and by facsimile or electronic transmission, and all counterparts shall together constitute one agreement.

8.7 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is illegal, invalid, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the particular provision held to be illegal, invalid, or unenforceable, unless such construction would materially alter the meaning of the Agreement.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY;
SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered in duplicate originals.

JANSSEN PHARMACEUTICA, N.V.

By: _____

Name: _____

Didier de Chaffoy de Courcelles

Senior Vice-President

Title: _____

Research & Early Development Europe

Date: _____

050507

AUTHENTIFORM TECHNOLOGIES, L.L.C.

Thomas J. Mercolino, Ph.D.

Operating Manager

Date: _____

27/APRIL/2007

EXHIBIT A

US Provisional Application 60/692225 "Methods for Quality Control" Filed June 20, 2005, now abandoned in favor of US Non-provisional Applications.

US Non-provisional Application 11/455717 "Systems and Methods for Product Authentication" Filed June 20, 2006.

US Non-provisional Application 11/455817 "Product Authentication" filed June 20, 2006.

PCT Patent Application PCT/US2006/023868 "Product Authentication" filed June 20, 2006.

PCT Patent Application PCT US 2006/023876 "Systems and Methods for Product Authentication" filed December 20, 2006

PCT Patent Application PCT/US06/62374 "Methods for Quality Control" filed December 20, 2006.

US Patent Application 11/613437 "Methods for Quality Control" filed December 20, 2006.

US Provisional Patent Application 60/870933 "Nucleic Acid-Based Authentication Codes" filed December 20, 2006.