


Form PTO-1595 (Rev. 03-11)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Richard J. Davies Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Epi-Sci, LLC</u> Internal Address: _____ Street Address: _____ 21 Cameron Road City: <u>Saddle River</u> State: <u>New Jersey</u> Country: <u>United States of America</u> Zip: <u>07458</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>November 15, 2006</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>13/594,012</u> <u>13/600,526</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Harvey L. Cohen</u> <u>LERNER, DAVID, LITTENBERG,</u> <u>KRUMHOLZ & MENTLIK, LLP</u> Internal Address: Atty. Dkt.: <u>DAVIES 3.0-001 DIV CIP DIV</u> <u>DAVIES 3.0-001 CIP I DIV CON</u> Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u> Phone Number: <u>908-654-5000</u> Fax Number: <u>908-654-7866</u> Email Address: <u>ataylor@ldikm.com</u>	6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>80.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
8. Payment Information Deposit Account Number <u>12-1095</u> Authorized User Name <u>Harvey L. Cohen</u>	
9. Signature: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Signature <u>Harvey L. Cohen - 28,365</u> Name of Person Signing </div> <div style="text-align: right;"> <u>October 24, 2012</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: 4 </div>	

ASSIGNMENT AGREEMENT

This Agreement (the "Agreement") is dated _____ and is by and between Richard J. Davies ("Davies"), an individual, located at 21 Cameron Road, Saddle River, New Jersey 07458, on the one hand, and Epi-Sci, LLC ("Epi-Sci"), a limited liability company of the State of New Jersey, located and doing business at 21 Cameron Road, Saddle River, New Jersey 07458, on the other hand, and any schedules referred to herein. Unless otherwise dated above, this Agreement shall become effective when signed by both parties (the "Effective Date").

WHEREAS, Davies is the owner of Assigned Patents and Assigned Know-How,

WHEREAS, Epi-Sci desires to acquire such Assigned Patents and Assigned Know-How;

NOW, THEREFORE, in consideration of Davies' ownership in Epi-Sci and for other good and valuable consideration, the receipt of which both parties hereby acknowledge:

1. "Assigned Patent" means, for the purposes of this Agreement, any issued patent or patent application that:

(a) is listed in Schedule A; or

(b) is a continuation, continuation-in-part, divisional, reissue, reexamination, substitute application (as defined in MPEP § 201.09) or any other patent which claims the benefit of the filing date of a patent listed in Schedule A to the extent such continuation, continuation-in-part, divisional, reissue, reexamination, substitute application (as defined in MPEP § 201.09) claims subject matter that was disclosed in a patent or patent application listed in Schedule A.

2. "Assigned Know-How" means, for the purposes of this Agreement, any information owned by the Davies in the field of the treatment and diagnosis of human ailments as of the Effective Date but excludes information that (a) was or is lawfully received by Epi-Sci or Davies free of restriction from another source having the right to furnish the information free of restriction; (b) is or becomes readily available to the public; or (c) that Epi-Sci consents may be disclosed to third parties free of such restrictions, either in advance of such disclosure or retroactively.

3. Assignment. Davies hereby irrevocably assigns to Epi-Sci all right, title, and interest, throughout the world, in the Assigned Patents and Assigned Know-How, including the right to: reproduce, distribute, perform, display, make, have made, modify, adapt, prepare derivative works of, make substantial alterations, use, sell, license, grant sublicensing rights, lease, rent, import, transfer, collect past damages, obtain and own renewals or extensions including copyright renewals, translate into any language or otherwise exploit, in any medium whatsoever, whether now known or hereafter devised, without any accounting or any other obligation owed to Davies, all to the maximum extent permitted by law. Epi-Sci has sole discretion to register, enforce or protect the Assigned Patents and Assigned Know-How, including filing and controlling copyright applications and patent applications in its own name, including continuations, continuation-in-parts, divisionals, reissues, reexaminations or any other patent application which claims the benefit of the filing date of a patent or application assigned to Epi-Sci. Epi-Sci shall retain ownership of Assigned Patents and Assigned Know-How regardless of any termination or the basis of termination of this Agreement. Davies acknowledges that he retains no rights to any Assigned Patents and Assigned Know-How.

4. Protection. Epi-Sci may take those steps as it deems fit to register, enforce or protect the Assigned Patents and Assigned Know-How. Davies shall execute documents and provide other cooperation as Epi-Sci shall reasonably request to evidence and confirm Epi-Sci's ownership of Assigned Patents and Assigned Know-How, including applications for patents and copyrights and enforcements against third parties.

5. No Disclosure. Davies shall not disclose the Assigned Know-How to any third party without prior approval of Epi-Sci. If Davies, on the advice of counsel, is required to disclose the Assigned Know-How under applicable law or other demand under lawful process, including a discovery request in a civil litigation, then Davies shall cooperate with Epi-Sci in seeking reasonable protective arrangements with the party requiring disclosure under applicable law or other demand under lawful process. In no event shall Davies's cooperation require Davies to take any action which, on the advice of Davies's counsel, could result in the imposition of any sanctions or other penalties against Davies. This obligation with respect to Assigned Know-How commences upon the Effective Date and shall continue beyond any termination of this Agreement.

6. Third Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any third party. Nothing in this Agreement, express or implied, is intended to or shall confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement. No third party shall have any right, independent of any right that exists irrespective of this Agreement, to bring any suit at law or equity for any matter governed by or subject to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates and year written below.

RICHARD J. DAVIES, in his capacity as By and on behalf of EPI-SCI, LLC:
an individual:

By: Richard J. Davies By: Richard J. Davies
(Signature) (Signature)

Name: Richard J. Davies Name: Richard J. Davies
(Typed or Printed Name) (Typed or Printed Name)

Title: _____

Date: 11/15/2006 Date: 11/15/2006

SCHEDULE A

Application Number	Filing Date	Patent No.	Issue Date	Title
10/151,233	05/20/02	6,922,586	07/26/05	Method and System for Detecting Electrophysiological Changes in Pre-Cancerous and Cancerous Tissue
10/717,074	11/19/03			Method and System for Detecting Electrophysiological Changes in Pre-Cancerous and Cancerous Breast Tissue and Epithelium
10/716,789	11/19/03			Electrophysiological Approaches to Assess Resection and Tumor Ablation Margins and Responses to Drug Therapy
11/294,916	12/06/05			Method and System for Detecting Electrophysiological Changes in Pre-Cancerous and Cancerous Tissue
11/409,144	04/21/06			Method and System for Detecting Electrophysiological Changes in Pre-Cancerous and Cancerous Tissue and Epithelium
60/673,448	04/21/05			Method and System for Detecting Electrophysiological Changes in Pre-Cancerous and Cancerous Tissue and Epithelium
60/742,830	12/06/05			Method and System for Detecting Electrophysiological Changes in Pre-Cancerous and Cancerous Tissue and Epithelium