

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)**

Infoscitex Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 24, 2012

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Patent Rights Assignment Agreement

**2. Name and address of receiving party(ies)**

Name: Vivonics, Inc.

Internal Address: \_\_\_\_\_

Street Address: 303 Bear Hill Road

City: Waltham

State: MA

Country: US Zip: 02451

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

13/506,473

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Iandiorio Teska & Coleman, LLP

Internal Address: \_\_\_\_\_

Street Address: 255 Bear Hill Road

City: Waltham

State: MA Zip: 02451

Phone Number: 781-890-5678

Docket Number: VIVO-121J

Email Address: admin@iandiorio.com

**6. Total number of applications and patents involved:** 1

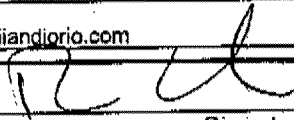
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 09-0002

Authorized User Name Roy J. Coleman

**9. Signature:**

Signature

1/31/13

Date

Roy J. Coleman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

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**PATENT RIGHTS ASSIGNMENT AGREEMENT**

**THIS PATENT RIGHTS ASSIGNMENT AGREEMENT** (the "**Agreement**"), is made as of this 24<sup>th</sup> day of September, 2012, by and between Infocitex Corporation, a corporation organized and existing under the laws of the State of Delaware and having a place of business at 300 Bear Hill Road, Waltham, Massachusetts 02451 (the "**Assignor**"), and Vivonics, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 303 Bear Hill Road, Waltham, Massachusetts 02451 (the "**Assignee**").

**WHEREAS**, Assignor and Assignee, are parties to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to assign to Assignee and Assignee has agreed to assume, effective as of the Closing, the Assigned Assets and the Assumed Liabilities. Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Purchase Agreement.

**WHEREAS**, Assignor has acquired certain Intellectual Property, which includes the subject matter disclosed in certain patent applications and/or granted Letters Patent as indicated in **Exhibit A** attached hereto (such patent applications and/or granted Letters Patent hereinafter referred to as the "**Patent Rights**"); and

**WHEREAS**, Assignee desires to acquire Assignor's entire interest in the Patent Rights in accordance with agreements duly entered into with Assignor.

**NOW, THEREFORE**, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, its entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Patent Rights, together with its entire right, title and interest in and to said Patent Rights and foreign counterparts and such Letters Patent issued or as may issue in whole or in part thereon, and any reissue and continuing applications and foreign counterpart applications thereof as well as any Letters Patent issued or issuing in whole or in part thereon, and including the right to claim priority under any applicable statute, treaty or convention based on said Patent Rights; said Patent Rights to be held and enjoyed by said Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by Assignor had this assignment not been made; Assignor hereby conveys all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any applications for Letters Patent containing said Patent Rights, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. Assignor hereby acknowledges that this assignment, being of its entire right, title and interest in and to said Patent Rights, carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of

the world any and all Letters Patent by attorneys and agents of Assignee's selection and the right to procure the grant of all such Letters Patent to Assignee for its own name as assignee of the entire right, title and interest therein;


AND, Assignor hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Patent Rights to said Assignee, its successors, assigns and legal representatives, but at Assignee's expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements, the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved, and providing or otherwise facilitating the provision of the reasonable assistance of one or more named inventors of such Patent Rights as it relates to any of the foregoing;

AND, Assignor does hereby authorize and request the Commissioner of Patents of the United States and/or any foreign patent offices to issue such Letters Patent as shall be granted upon said Patent Rights to said Assignee, its successors, assigns, and legal representatives.

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF, the Assignor has executed this Patent Rights Assignment Agreement as of the date first set forth above.

ASSIGNOR:  
Infoscitex Corporation

By:   
Name: Thomas R. Fradette  
Title: Executive Vice President

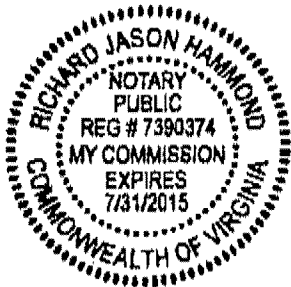
Commonwealth of Virginia  
County of Fairfax

On this 24 day of September, 2012, before me, the undersigned notary public, personally appeared Thomas Fradette, proved to me through satisfactory evidence of identification, which was Employee ID, to be the person whose name is signed on the preceding or attached document in my presence.

(SEAL)

  
Notary Public Richard Hammond

My commission expires 07/31/2015



My Commission Expires July 31, 2015

Exhibit A

SCHEDULE 3 - INTELLECTUAL PROPERTY TO BE ASSIGNED

Patents and Patent Applications (Serial No.)	Law Firm	Artistician	Assignee	Applicant/Inventors	Registration?	Filing Date	Date of Filing	Material Filed Every Year	Date of Expiration	Next Day	Comments

REDACTED

