502291136 03/28/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AdhereRx Corporation	02/06/2013

RECEIVING PARTY DATA

Name:	Madrigal Health, LLC	
Street Address:	401 E. Las Olas Boulevard	
Internal Address:	Suite 1400	
City:	Ft. Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33301	

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D420446
Patent Number:	4768176
Patent Number:	4768177
Patent Number:	5200891
Patent Number:	5642731
Patent Number:	5752235
Patent Number:	5954641
Patent Number:	6085752
Patent Number:	6102855
Application Number:	09845066
Application Number:	10492710
Application Number:	10887741
Application Number:	11144365
Application Number:	13008476

PATENT

REEL: 030109 FRAME: 0722

CORRESPONDENCE DATA

Fax Number: 7039797429

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

Phone: 703-979-5700

Email: gands@szipl.com

Correspondent Name: Griffin & Szipl, P.C.

Address Line 1: 2300 9th Street South

Address Line 2: Suite PH-1

Address Line 4: Arlington, VIRGINIA 22204

ATTORNEY DOCKET NUMBER: ADHX0001

NAME OF SUBMITTER: Bridget D. Burke

Total Attachments: 14

source=13-03-28 Assignment to Madrigal#page1.tif

source=13-03-28 Assignment to Madrigal#page2.tif

source=13-03-28 Assignment to Madrigal#page3.tif

source=13-03-28 Assignment to Madrigal#page4.tif

source=13-03-28 Assignment to Madrigal#page5.tif

source=13-03-28 Assignment to Madrigal#page6.tif

source=13-03-28 Assignment to Madrigal#page7.tif

source=13-03-28 Assignment to Madrigal#page8.tif

source=13-03-28 Assignment to Madrigal#page9.tif

source=13-03-28 Assignment to Madrigal#page10.tif

source=13-03-28 Assignment to Madrigal#page11.tif

source=13-03-28 Assignment to Madrigal#page12.tif

source=13-03-28 Assignment to Madrigal#page13.tif

source=13-03-28 Assignment to Madrigal#page14.tif

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, AdhereRx Corporation, a Delaware corporation, with an address at 5920 Hubbard Drive, Rockville, MD 20852 ("Assignor"), does hereby sell, assign, transfer, and convey unto Madrigal Health, LLC, a Delaware limited liability company, with an address at 401 E. Las Olas Boulevard, Suite 1400, Ft. Lauderdale, Florida 33301 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed on **Exhibit A** attached hereto (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were commonly owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
 - (i) damages,
 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind for past, current, and future infringement; and
 - (iv) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at February, 2013.	on
ASSIGNOR as to the US Patents and Applications:	
AdhereRx Corporation, a Delaware limited liability company	
By: Name: Rick Van Den Toorn	
Title: President (Signature MUST be notarized)	
STATE OF <u>fathalants</u>) ss. COUNTY OF)	
COUNTY OF)	
and for said State, personally appeared Rick Van Den Toorn, the President of A Delaware corporation, personally known to me (or proved to me on the basis of s be the person whose name is subscribed to the within instrument and acknown executed the same in his authorized capacity, and that by his signature on the instable of which the person acted, executed the instrument.	dhereRx Corporation, a satisfactory evidence) to wledged to me that he
WITNESS my hand and official seal.	
Signature (Seal)	

Assignor as the Non-US Patents and Applicat	ions:	
Manual Gental Bruce Kehr		
,		
COUNTY OF Montgome) ss.		
COUNTY OF Mantgome)		
I HEREBY CERTIFY that on this deaforesaid and in the County aforesaid to acknowledged before me by Bruce Kehr, where Licens as identification.		instrument was
WITNESS my hand and official seal February, 2013.	in the County and State last aforesaid	this 5 day of
	The same of the	SAM LICENSETTO MARKETTO AND THE
-	Notary Public	SOM HERMERITO MARTINEZ SORTO NOTARY PUBLIC MONTGOMERY COUNTY
My Commission Expires:	Typed, printed or stamped name of Nor	Commission Expires 12/07/2016
Rick Van den Toorn		
STATE OF) ss.		
COUNTY OF)		
aforesaid and in the County aforesaid to acknowledged before me by Rick Van den Toda as identification.		instrument was tho has produced
February, 2013.	•	-
	Notary Public	
My Commission Expires:	Typed, printed or stamped name of Nota	ary Public

Bruce Kehr	
STATE OF	
COUNTY OF	
aforesaid and in the County aforesaid to	lay, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was who is personally known to me or who has produced
WITNESS my hand and official seal February, 2013.	in the County and State last aforesaid this day of
	Notary Public
aforesaid and in the County aforesaid to	Typed, printed or stamped name of Notary Public day, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was
part hmo Hardentification.	oorn, who is personally known to me or who has produced all in the County and State last aforesaid this day or
February, 2013.	Notary Public
My Commission Expires:	Typed, printed or stamped name of Notary Public

Assignor as the Non-US Patents and Applications:

Lause Morra	
STATE OF Utsh)	
COUNTY OF Summit)55.	
aforesaid and in the County aforesaid to t	ay, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was tho is personally known to me or who has produced
WITNESS my hand and official seal February, 2013.	in the County and State last aforesaid this ${\cal Z}$ day of
•	Sugar & Mylica
	Notary Public)
	SUSAN & Mckeon
My Commission Expires:	Typed, printed or stamped name of Notary Public SUSAN B MCKEON
Phil Gross	HOTANY PUBLIC + STATE OF HIGH COMMASSION NO. 579730 COMM. EXP. 07/23/2013
STATE OF	
COUNTY OF	
aforesaid and in the County aforesaid to	ay, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was no is personally known to me or who has produced
WITNESS my hand and official seal February, 2013.	in the County and State last aforesaid this day of
	Notaty Public
My Commission Expires:	Typed, printed or stamped name of Notary Public

REEL: 030109 FRAME: 0729

Bruce Morra
STATE OF
COUNTY OF) ss.
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Bruce Morra, who is personally known to me or who has produced as identification.
WITNESS my hand and official seal in the County and State last aforesaid this day of February, 2013.
Notary Public
My Commission Expires: Typed, printed or stamped name of Notary Public
Was the same of th
STATE OF Mary Mand) SS. COUNTY OF Mary SS.
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Phil Gross, who is personally known to me or who has produced as identification.
WITNESS my hand and official seal in the County and State last aforesaid this 6 day of February, 2013. Notary Public
My Commission Expires: 2-3-14 Typed, printed or stamped name of Notary Public
THELMA BOWES Notary Public Montgomery County Maryland

V. James Adduci	
STATE OF LAShingfor D.C. COUNTY OF DISKIEL OF) Sounding	
aforesaid and in the County aforesaid to	day, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was ci, who is personally known to me or who has produced
WITNESS my hand and official sea February, 2013.	Notary Public State last aforesaid this Zoday of
My Commission Expires: KATHRYN CALLMOOD FAUNTROY Notary Public, District of Columbia My Commission Expires April 14, 2015	Typed, printed or stamped name of Notary Public
Harris Kaplan	
er and the second	
STATE OF	
COUNTY OF) ss.	
aforesaid and in the County aforesaid to	day, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was, who is personally known to me or who has produced
WITNESS my hand and official se February, 2013.	al in the County and State last aforesaid this day of
	Notary Public
My Commission Expires:	Typed, printed or stamped name of Notary Public

V. James Adduci	
STATE OF)	
COUNTY OF) ss.	
aforesaid and in the County aforesaid to acknowledged before me by V. James Adducas identification.	・
February, 2013.	in the County and State last aforesaid this day of
	Notary Public
My Commission Expires:	Typed, printed or stamped name of Notary Public
Harris Kaplan	
COUNTY OF HENNER) ss.	
aforesaid and in the County aforesaid to acknowledged before me by Harris Kaplan, PADL#148281010 as identification.	day, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was who is personally known to me or who has produced
WITNESS my hand and official sea February, 2013. MARIA D MARTINEZ Notary Public Minnesota	I in the County and State last aforesaid this day of Notary Public
My Commission Expires Jan. 31, 2014 My Commission Expires: 01 31 2014	Typed, printed or stamped name of Notary Public

Lend Orn	
Kenneth Orr	
STATE OF NOWYME) ss.	
aforesaid and in the County aforesaid to	ay, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was who is personally known to me or who has produced
WITNESS my hand and official seal February, 2013.	in the County and State last aforesaid this !! day of
	Notary Public Jefffe Miller
My Commission Expires:	Typed, printed or stamped name of Notary Public
Rhonda Friedman	VEFFREY S. MILLER Notary Public, State of New York No. 01MH6161645 Qualified in Nassau County Commission Expires 03/19/20
Allonda A reconsti	
STATE OF	
COUNTY OF)	
aforesaid and in the County aforesaid to	lay, before me, an officer duly authorized in the State take acknowledgments, the foregoing instrument was n, who is personally known to me or who has produced
WITNESS my hand and official seal February, 2013.	in the County and State last aforesaid this day of
	Notary Public
My Commission Expires:	Typed, printed or stamped name of Notary Public

Kenneth Orr	
STATE OF Meylow) ss.	
aforesaid and in the County aforesaid to ta	y, before me, an officer duly authorized in the State ake acknowledgments, the foregoing instrument was no is personally known to me or who has produced
WITNESS my hand and official seal : February, 2013.	in the County and State last aforesaid this day of
*	
	Notary Public
	Stove Firentes
My Commission Expires:	Typed, printed or stamped name of Notary Public
Rhonda Friedman	STEVE FUENTES NOTARY PUBLIC MONTGOMERY COUNTY
STATE OF)	MARYLAND
) ss. COUNTY OF	MY COMMISSION EXPIRES JANUARY 18, 2016
I HEREBY CERTIFY that on this da aforesaid and in the County aforesaid to the acknowledged before me by Rhonda Friedman as identification.	ay, before me, an officer duly authorized in the State ake acknowledgments, the foregoing instrument was, who is personally known to me or who has produced in the County and State last aforesaid this day of
	•
	Notary Public
My Commission Expires:	Typed, printed or stamped name of Notary Public

Steve Sack

STATE OF NEVADA
)

COUNTY OF CLARY
)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steve Sack, who is personally known to me or who has produced NY DENGE CICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesend this __ day of February, 2013.

Notary Public

My Commission Expires: 11 24 15 Typed, printed or stamped name of Notary Public

TERESA CHAPARRO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 12-6523-1
MY APPT. EXPIRES NOVEMBER 24, 2018

PATENT

REEL: 030109 FRAME: 0735

Exhibit A

Application / Patent No.	Title	Country
D420,446	Hand-held portable medical	United States
,	monitor for managing the	Patent
1	administration of medication and	
	medical treatment regimens	
4,768,176	Apparatus for Alerting a patient	United States
	to Take Medication	Patent
4,768,177	Method of and Apparatus for	United States
	Alerting a Patient to Take	Patent
	Medication	
5,200,891	Electronic Medication	United States
i	Dispensing Method	Patent
5,642,731	Method of and Apparatus for	United States
	Monitoring	Patent
	the Management of Disease	
5,752,235	Electronic Medication	United States
	Monitoring and Dispensing	Patent
	Method	
5,954,641	Method, Apparatus, and	United States
	Operating System for Managing	Patent
	the Administration of	
	Medication and Medical	
6.005.550	Treatment Regimens	TTelevia October
6,085,752	Method, apparatus and operating	United States
	system for managing the	Patent
	administration of medication and	
6 100 055	medical treatment regimens	United States
6,102,855	Variable Capacity Medication Container and Labeling System	Patent
		ratent
09/845,066	for Medical Monitoring Device Method, System and Computer	United States
09/843,000	Program Product for Internet-	Application
	Enabled, Patient Monitoring	Application
	System	
10/402 710	Method, Apparatus and	United States
10/492,710	Operating System for Real-Time	Application
	Monitoring and Management of	- Physical Control
	Patient's Health Status and	
	Medical Treatment Regimens	
10/887,741	Clinical Drug Trial Pacing and	United States
10,007,771	Monitoring System to Improve	Application
	Trial Throughput	

Exhibit A

11/144,365	Method and apparatus of providing real-time customizable designs and device multiple tasking for electronic patient reported documents	United States Application
13/008,476	Medical Treatment Monitoring System and Method	United States Application
2283391	Method, Apparatus and operating system for real-time monitoring and management of patient's health status and medical treatment regimens	Canada Application
1,293,382	Apparatus for Alerting a patient to Take Medication	Canada Patent
0172638B1	Apparatus for Alerting a patient to Take Medication	United Kingdom Patent
0172638B1	Apparatus for Alerting a patient to Take Medication	Germany Patent
0172638B1	Apparatus for Alerting a patient to Take Medication	Ital y Patent
0172638B1	Apparatus for Alerting a patient to Take Medication	France Patent
60-145921	Apparatus for Alerting a patient to Take Medication	Japan Patent
1011433	Method, Apparatus and operating system for real-time monitoring and management of patient's health status and medica treatment regimens	European Patent

PATENT REEL: 030109 FRAME: 0737

RECORDED: 03/28/2013