

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Medicine and Dentistry of New Jersey	07/01/2013
RECEIVING PARTY DATA	
Name:	Rowan University
Street Address:	201 Mullica Hill Road
City:	Glassboro
State/Country:	NEW JERSEY
Postal Code:	08028
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12735900
Application Number:	13021196
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	111551-81742
NAME OF SUBMITTER:	Xiangjing Zhan
Signature:	/Xiangjing Zhan/
Date:	07/02/2013

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Total Attachments: 4

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ASSIGNMENT AGREEMENT OF CO-OWNED PATENTS

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of July 1, 2013 (the "Effective Date"), by and among University of Medicine and Dentistry of New Jersey, a body corporate and politic of the State of New Jersey, ("UMDNJ") having a place of business at 1 World's Fair Drive, Suite 2100, Somerset, NJ 08873, ("Assignor") and Rowan University, a body corporate and politic of the State of New Jersey having a place of business at 201 Mullica Hill Road Glassboro, New Jersey, 08028 ("Assignee") (each a "Party" and collectively, "Parties").

WHEREAS, by the New Jersey Medical and Health Sciences Education Restructuring Act, N.J. Stat. § 18A:64M-1 et seq. ("NJMHSEP Act"), Assignor as an entity shall be dissolved on July 1, 2013 and on said date all of the Assignor's rights, title and interest in the University of Medicine and Dentistry of New Jersey-School of Osteopathic Medicine ("SOM") shall be merged into and assigned to Assignee;

WHEREAS this Assignment Agreement is intended to memorialize and effectuate the assignment of certain SOM intellectual property pursuant to the NJMHSEP Act; and

WHEREAS Assignor shall assign respective undivided interests to each of Rutgers University and Assignee such that Rutgers University and Assignee shall be joint owners of the entire right, title and interest in and to the Assigned IP; and

NOW, THEREFORE, The Parties agree as follows:

1. DEFINITIONS.

1.1. "Assigned IP" means all domestic and foreign rights in and to the inventions described in the United States Patent Applications listed in Schedule A attached hereto.

2. TRANSFER OF ASSIGNED IP.

2.1. Transfer. Assignor hereby transfers, grants, assigns and conveys to Assignee, free and clear of any and all liens, security interests and other encumbrances, an undivided, one-half interest of the entire worldwide right and title in and to the Assigned IP, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, together with all corresponding rights to registration, renewal and extension of the Assigned IP (as applicable), to the full term or terms for which the Assigned IP may be issued, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment, together with all claims for damage by reason of past, present or future infringement of said

Assigned IP with the right to sue and collect the same including damages for infringement prior to the transfer, for its own use or for the use of its successors, assigns or other legal representatives. For avoidance of doubt, the effect of NJMHSEP Act as effectuated through this Agreement and any other agreement is that the Assigned IP shall be owned jointly by Rutgers University and Assignee.

2.2. Delivery. On July 1, 2013, Assignor shall deliver to Assignee copies of all documents, patent application filewrappers, software (including source code and object code), books and records and other items included in the Assigned IP and which are in the possession or control of Assignor.

2.3. Further Assurances. Assignor hereby waives any and all paternity, integrity and other similar rights that it may now, or in the future, have that are embodied in the Assigned IP.

3. RECORDING.

3.1. Patents. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as a joint owner of the assigned patent applications listed in Schedule A as well as continuation, divisional, continuation-in-part, reexaminations or reissues patent applications and any other patent application that claims priority to or claims a common priority with the assigned patent applications and any patents issuing therefrom.

4. MISCELLANEOUS PROVISIONS.

4.1. Governing Law. The validity, interpretation, performance, and enforcement of this Assignment shall be governed by the laws of the New Jersey. EACH PARTY HERETO WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4.2. Binding Agreement; No Assignment. This Assignment shall be binding upon, and shall inure to the benefit of, Assignee and Assignor and their respective permitted successors, assigns, heirs, beneficiaries and representatives. This Assignment shall not be assigned by Assignor or Assignee without the prior written consent of the other party, which consents shall not be unreasonably withheld, except that this Assignment may be assigned by Assignee to a parent, subsidiary or affiliate, or in connection with a merger, acquisition, or similar transaction.

4.3. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which

together shall be deemed to be one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.

- 4.4. Entire Agreement. This Assignment shall constitute the entire agreement among the parties with respect to the matters covered hereby and shall supersede all previous written, oral or implied understandings among them with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have signed this Assignment as of the first date above written.

University of Medicine & Dentistry of New
Jersey

By: Denise Mulken
Name: Denise Mulken
Title: University CFO

Rowan University

By: Joseph F. Scully Jr.
Name: Joseph F. Scully, Jr.
Title: VP for Finance & CFO

Schedule A
Assigned IP

U.S. Patent Applications

Patent Application Ser. No.	Filing Date	Title	Inventors
12/735,900	April 9, 2008	Biomarkers for disease states and genes for identification of biochemical defects	William Johnson (RWJ), George Lambert (RWJ), Sue Ming (NJMS), Ana Rodriguez (SOM), Bernd Spur (SOM), Peter Stein (SOM), Edward Stenroos (RWJ)
13/021,196	Feb. 4, 2011	Polyunsaturated Fatty Acids Interactions and Oxidative Stress Disorders	George Lambert (RWJ), Bernd Spur (SOM), Peter Stein (SOM), Sue Ming (NJMS), Ana Rodriguez (SOM)