502519284 10/03/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
MediQuest Therapeutics, Inc.	07/24/2013

RECEIVING PARTY DATA

Name:	MQT Holdings, LLC	
Street Address:	300 East Pine	
Internal Address:	c/o Point B Capital LLC	
City:	Seattle	
State/Country:	WASHINGTON	
Postal Code:	98122	

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6914079
Patent Number:	7144920
Patent Number:	7740875
Patent Number:	7776349

CORRESPONDENCE DATA

Fax Number: (857)300-4001

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

Phone: 8573004012

Email: rhopkins@lathropgage.com

Correspondent Name: LATHROP & GAGE LLP

Address Line 1: 28 STATE STREET, SUITE 700

Address Line 2: SEAN M. COUGHLIN, ESQ.

Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 551208

NAME OF SUBMITTER: SEAN M. COUGHLIN, ESQ.

PATENT

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Signature:	ture: /Sean M. Coughlin/	
Date:	10/03/2013	
Total Attachments: 16		
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PATENT REEL: 031336 FRAME: 0215

ASSIGNMENT OF PATENTS

WHEREAS, MediQuest Therapeutics, Inc. is now the sole owner of the United States patent applications (such patent applications, the "Patent Applications") and the United States issued patents (such issued patents, the "Patents") listed in the following table:

US Patent No. or Application or Case No.	Issue Date	Title
6/635,423	10/21/2003	Informative Nucleic Acid Arrays & Methods for Making Same
6,914,079	7/5/2005	Polyamine Analogues that Activate Antizyme Frameshifting
7,144,920	12/5/2006	Polyamine Analogues that Activate Antizyme Frameshifting
22116/00006/1	11/2/2005	Antizyme Modulators and Their Use
7,740,875	10/8/2004	Organo-Gel Formulations for Therapeutic Applications
7,776,349	10/11/2005	Organo-Gel Formulations for Therapeutic Applications
1916293.2	2/28/2001	Inhibitors of Melanocyte Tryosinase as Topical Skin Lighteners
7,718,185	May-10	Inhibitors of Melanocyte Tryosinase as Topical Skin Lighteners
20090023792	9/8/2008	Inhibitors of Melanocyte Tryosinase as Topical Skin Lighteners
5,654,337	8/5/1997	Topical Formulation for Local Delivery of a Pharmaceutically Active Agent; In-license; TAM
6/635,423	7/5/2005	Informative Nucleic Acid Arrays & Methods for Making Same

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Turnaround Inc.** ("<u>Turnaround</u>") solely in its capacity as Receiver for MediQuest Holdings LLC, a Washington limited liability company and MediQuest Therapeutics, Inc., a Washington corporation (collectively, "<u>MediQuest</u>"), does hereby sell, assign, and

transfer unto MQT Holdings, LLC, a Washington limited liability company ("Assignee") the entire right and title to and interest in the Patent Applications and Patents and such inventions, including the right to apply for international patents and patents thereon in the United States and in foreign countries in MediQuest's name or in the name of Assignee, such inventions and all provisional and nonprovisional applications and patents on such inventions to be held and enjoyed by Assignee as entirely as the same would have been held and enjoyed by MediQuest had this sale, assignment, and transfer not been made; and Turnaround does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on said inventions, to enforce any and all provisional applications and nonprovisional applications and patents on such inventions, and to confirm in Assignee legal title to such inventions and all provisional and nonprovisional applications and patents on such inventions, all without charge to Assignee but at no expense to Turnaround.

[Signature Page Follows.]

Executed at Seattle, Washington, this 2	$\frac{4}{4}$ day of $\frac{30}{4}$, 2013.
	TURNAROUND INC., solely in its capacity as the general receiver for MediQuest Holdings LLC, a Washington limited liability company and MediQuest Therapeutics, Inc., a Washington corporation By: Name: Name: Page 1988 Name: Title: Receiver
STATE OF WASHINGTON)) ss.	
COUNTY OF KING)	
appeared before me, and said personant of Patents, that he signed authorized act for the uses and purposes	actory evidence that he is the person who on acknowledged that he is the described in and which executed the foregoing this instrument and acknowledged it to be his duly smentioned in this instrument.
Dated: 2013	
(Seal or stamp)	C.
CASHING TOCKER WILLIAM OF MASHING	Signature Printed Name: Moore Stocker - Ducok Notary Public: Residence Renton My appointment expires: 3.29.16
Manneyork	

FILED KING COUNTY, WASHINGTON

AUG 17 2012

SUPERIOR COURT CLERK

EXP07

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING

IN RE MEDIQUEST HOLDINGS, LLC AND MEDIQUEST THERAPEUTICS, INC.

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No. 12-2-27391-0

PROPOSED AGREED ORDER
APPOINTING GENERAL RECEIVER

This matter came before the Court on the petition of MediQuest Therapeutics, Inc. and MediQuest Holdings, LLC (collectively, "MediQuest") to appoint a general receiver with respect to the assets assigned by MediQuest to Turnaround Inc. ("Turnaround" or the "Receiver"), pursuant to that certain Assignment for the Benefit of Creditors executed by MediQuest on August 10, 2012 (the "Assignment"), pursuant to Chapters 7.08 and 7.60 RCW. The Court having reviewed the petition, the declarations of Dr. Frederick J. Dechow and Miles R. Stover, and the exhibits attached thereto, and the files and records herein, and finding that good and sufficient grounds for appointment of a receiver exist, that Turnaround satisfies the eligibility requirements set forth at RCW 7.60.035, and that the appointment of Turnaround as general receiver is proper pursuant to RCW 7.08 et seq. and RCW 7.60 et seq., now, therefore, IT IS HEREBY ORDERED that:

1. Turnaround is appointed as a general receiver with respect to all property assigned to it by the Assignment, wherever located, including all assets listed on Schedule B to the Assignment (such property being collectively, the "Property").

ORDER APPOINTING GENERAL RECEIVER - I K\\2056698\\00015\\22732\\BTP\\2273\\2732\\DTP\\2773\\2773\\Z732\\DTP\\2773\\Z732\\DTP\\2773\\Z732\\DTP\\2773\\Z732\\DTP\\Z773\\Z732\\DTP\\Z773\\Z732\\Z73

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- 2. <u>Cooperation</u>. MediQuest and its shareholders, members, managers, directors, officers, agents, employees, representatives, and attorneys hereby are directed to cooperate fully with the Receiver in carrying out the Receiver's duties, and to do nothing to interfere in any way with the Receiver or the Receiver's representatives in carrying out the Receiver's duties. Without limiting the foregoing, MediQuest is required to do the following:
 - (a) Assist and cooperate fully with the Receiver in the administration of the assets and the business operation of MediQuest and the discharge of the Receiver's duties and comply with all orders of the Court;
 - (b) Supply the Receiver with information necessary to enable the Receiver to complete any schedules that the Receiver may be required to file and otherwise assist the Receiver in the completion of the schedules;
 - (c) Deliver to the Receiver all of MediQuest property in the person's or entity's possession, custody, or control, including, but not limited to, all accounts, books, papers, records, and other documents; and
 - (d) Submit to examination by the Receiver, or by any other person, upon order of the Court, under oath, concerning the acts, conduct, property, liabilities, and financial condition of MediQuest, or any matter relating to the Receiver's administration of the assets and business operation of MediQuest.
- 3. <u>Bond.</u> The Receiver, pursuant to RCW 7.60.045, shall post a bond in the amount of ten thousand dollars (\$10,000) conditioned that the Receiver will faithfully discharge the duties of a general receiver in this Receivership in accordance with orders of the Court and other applicable law. The Receiver is authorized to pay the initial bond premium, and any premiums for the extension thereof, from assets of the Receivership estate or, in the event there are insufficient liquid assets in the estate with which to pay

such premiums, to be subsequently reimbursed for the cost of the bond premiums from estate funds once sufficient liquid funds become available. The bond shall run in favor of all persons having an interest in the Receivership or the Property and in favor of state agencies. A claim against the bond shall be made within one year from the date the Receiver is discharged in the Receivership or shall forever be barred.

- 4. Notice. Within 30 days of entry of this Order, the Receiver shall provide notice of this receivership as required by RCW 7.60.200.
- 5. Receiver's Powers and Duties. Unless and until otherwise ordered by the Court, the Receiver shall be a general receiver with exclusive possession and control over the Property with the power, authority, and duty to preserve, protect, and liquidate the Property during the pendency of this case. This authority includes, without limitation, the authority to sell all of the Property consisting of real and personal property and to pay when due all expenses incurred by the Receiver during the administration of the estate. Any sale of Property by the Receiver shall be effected free and clear of liens and of all rights of redemption. Except as expressly provided in this order, the Receiver hereby is vested with all powers and protections afforded to general receivers under Chapter 7.60 RCW, including, but not limited to, the power and authority to do the following things:
 - (a) To incur expenses, and to use the Property to pay expenses, incidental to the Receiver's preservation and use of the Property and otherwise in the performance of the Receiver's duties, including the power to pay obligations incurred prior to the Receiver's appointment if and to the extent that payment is determined by the Receiver to be prudent in order to preserve the value of the Property and the funds used for this purpose are not subject to any lien or right of setoff in favor of a creditor who has not consented to the payment and whose interest is not otherwise adequately protected;

- (b) To do all things that MediQuest might do in the ordinary course of the operation of their businesses as a going concern, or in the use of the Property, including, but not limited to, purchasing and selling goods or services in the ordinary course of such business and incurring and paying expenses of the business in the ordinary course;
- (c) To assert any rights, claims, or interests of MediQuest; to maintain in the Receiver's name or in the name of MediQuest any action to enforce any right, claim, or interests; and to intervene in actions in which MediQuest is a party for the purpose of exercising any of the powers enumerated in RCW 7.60.060(1);
- (d) To intervene in any action in which a claim is asserted against MediQuest for the purpose of prosecuting or defending the claim and requesting the transfer of venue of the action to this Court;
- (e) To assert rights, claims, or choses in action of the Receiver arising out of transactions in which the Receiver is a participant;
- (f) To pursue in the name of the Receiver any claim under RCW 19.40 assertable by any creditor of MediQuest, if pursuit of the claim is determined by the Receiver to be appropriate;
- (g) To seek and obtain advice or instruction from the Court with respect to any course of action with respect to which the Receiver is uncertain in the exercise of the Receiver's powers, or the discharge of the Receiver's duties;
 - (h) To obtain appraisals with respect to the Property;
- (i) To sell all or any portion of the Property free and clear of liens with the Court's approval after notice and a hearing, in accordance with RCW 7.60.260;

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- (j) To obtain unsecured credit and incur unsecured debt in the ordinary course of business as an administrative expense of the Receiver without order of the Court, in accordance with RCW 7.60.140; and
- (k) To compel, by subpoena, any person to submit to an examination under oath in the manner of a deposition in a civil case with respect to the Property or any other matter that may affect the administration of the receivership.
- 6. Collections. The Receiver is authorized to bring and prosecute actions for the recovery of any and all Property held by any person other than MediQuest and the collection of any and all sums owing by any person to MediQuest that constitute Property (such sums being collectively the "Accounts Receivable"). Further, the Receiver is authorized to collect settle, and compromise and otherwise liquidate any and all rents, issues, profits, income, revenues, accounts, or proceeds of the Property for or on account of MediQuest's operations or the Property, without further order of this Court or, in the Receiver's sole discretion, with Court approval on notice and hearing, including on an ex parte basis, as appropriate. The Receiver may undertake its collection duties in MediQuest's and/or the Receiver's name in assisting it with the collection of any Accounts Receivable. The Receiver may alter the place of payment and otherwise take all actions necessary to collect the Accounts Receivable and to liquidate all other Property and proceeds thereof, including, without limitation, notifying account debtors to pay the proceeds of all Accounts Receivable directly to the Receiver. A copy of this order may be remitted to account debtors and may be relied upon by account debtors as authority to pay the Receiver solely and directly toward satisfaction of any of the Accounts Receivable. Any account debtor who makes payment to the Receiver shall have full credit in the amount of such payment with respect to its obligation(s) owing to MediQuest. As to any compromised or settled collection under this section involving an account of more

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24 25 than \$10,000, the Receiver shall make best efforts to give reasonable notice to any person with a valid, perfected security interest in the account that is the subject of the proposed compromise or settlement prior to effectuating such collection.

- 7. <u>Licenses</u>. The Receiver is authorized to acquire or renew any and all governmental licenses, permits, or other authorizations, either in the Receiver's name or in the name of MediQuest, pertaining to the Property or any business associated therewith.
- 8. <u>Monthly Reports</u>. The Receiver shall file with the Court and serve upon any party appearing in the case, a monthly report of the Receiver's operations and financial affairs, unless otherwise ordered by the Court. Each such report shall be due by the last day of the subsequent month and shall include:
 - (a) a balance sheet;
 - (b) a statement of income and expenses;
 - (c) a statement of cash receipts and disbursements;
 - (d) a statement of accrued accounts receivable of the Receiver, disclosing amounts considered to be uncollectible;
 - (e) a statement of accounts payable of the Receiver, including professional fees, listing the name of each creditor and the amounts owing and remaining unpaid over thirty days; and
 - (f) a tax disclosure statement, which shall list postfiling taxes due or tax deposits required, the name of the taxing agency, the amount due, the date due, and an explanation for any failure to make payments or deposits.
- 9. <u>Services/Tax Returns</u>. The Receiver is authorized to perform legal, accounting, consulting, and tax services with respect to the Property, as necessitated by this Receivership or by law in connection with the performance of the Receiver's duties. The Receiver shall be under no obligation to complete or file tax returns or other

regulatory or governmental reports on behalf of MediQuest as required by law, such responsibility to remain with MediQuest; but the Receiver shall furnish MediQuest with such access to books and records within the Receiver's custody or control as may reasonably be requested by MediQuest and as may be necessary in order for MediQuest to complete and file such tax returns or other regulatory or governmental filings or reports.

- Employment of Professionals. The Receiver is authorized, without further order of the Court, to contract with or hire, pay, direct, and discharge any persons that the Receiver, in its sole discretion, deems necessary or appropriate for the efficient operation, maintenance, and/or liquidation of the Property in accordance with RCW 7.60.180, including current employees of MediQuest, provided that the total amount of compensation and reimbursement for expenses paid to such persons from estate assets does not exceed \$5,000.00. All such persons shall be subject to the management and direction of the Receiver. The Receiver shall be free at all times to terminate the employment of any such persons pursuant to applicable law. Except as provided in Paragraphs 11, 12, and 13, if the Receiver wishes to employ attorneys, accountants, or other professionals that the Receiver believes to be necessary in connection with the proper performance of the Receiver's duties hereunder, the Receiver shall file a motion seeking the Court's approval of such employment pursuant to RCW 7.60.180.
- 11. <u>Employment of Financial Consultant</u>. The Receiver is specifically authorized, without further notice to any interested person and without further order of the Court, to hire Larry Richards, the current Chief Financial Officer of MediQuest Therapeutics, Inc., as the Receiver's financial consultant. The Receiver will pay Mr. Richards \$5,000 per month for his services.
- 12. <u>Receiver's Attorney's</u>. The law firm of Cairncross & Hempelmann, P.S. ("Counsel"), is hereby authorized and appointed to act as counsel for the Receiver without

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 need for further order of the Court. Subject to Paragraph 14 regarding payment of professionals, Counsel shall be compensated for all such services at its regular hourly rates of the attorneys of its firm and reimbursed for all expenses reasonably incurred in the performance of such services. Attorney Andrew Liese of Counsel, whose current billing rate is \$275 per hour, shall be the attorney primarily responsible for this matter. In an effort to minimize the administrative expenses of this Receivership, where possible, Counsel shall utilize the attorney, paralegal, or other employee with the lowest billing rate who is qualified to perform a particular task.

- 13. Executory Contracts/Leases. The Receiver is authorized to assume or reject executory contracts and unexpired leases of MediQuest as the Receiver deems to be in the best interests of the estate and MediQuest's creditors generally. Such assumption or rejection shall require an order of the Court upon appropriate notice in accordance with RCW 7.60.130.
- 14. Commission-Based Marketing Agreement and Point B Agreement. The Receiver is authorized to engage Numoda Capital to market the assets of MediQuest for sale. The Receiver hereby assumes the commission-based marketing agreements between Numoda Capital and MediQuest attached as Exhibit C to the declaration of Dr. Frederick J. Dechow. Additionally, the Receiver is hereby authorized to assume the consulting agreement between Point B Capital, LLC and Mediquest, which provides that Point B Capital, LLC will assist with the wind-down of MediQuest's operations and the sale of its assets. A copy of the consulting agreement with Point B Capital, LLC, is attached as Exhibit D to the declaration of Dr. Frederick J. Dechow.
- 15. <u>Abandonment</u>. In accordance with RCW 7.60.150, the Receiver, upon order of the Court following notice and a hearing, and upon the conditions or terms the Court considers just and proper, may abandon any Property that is burdensome to the

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Receiver or is of inconsequential value or benefit to the estate. Property that is abandoned shall no longer constitute estate property.

- 16. The Receiver's Compensation. The Receiver shall be entitled to compensation in the amount of \$150.00 per hour for work performed by Miles Stover and \$70 per hour for the Receiver's administrative staff, plus reimbursement for all actual, necessary expenses incurred during the performance of the Receiver's duties as general receiver. As additional compensation, the Receiver shall be entitled to a commission of one and one half percent (1.5%) of the cash proceeds of assets distributed by the Receivership Estate and shall additionally be vested with a one and one half percent (1.5%) ownership interest in any future stream of income from assets which are sold by the Receiver, including, without limitation, royalties or non-cash instruments that are paid to or received by the estate, that are distributed either from the estate as a distribution to any and all classes of receivership claimants, or any distribution by any liquidating trust or other post-Receivership entity charged with collecting income and making distributions to such claimants. Notwithstanding anything in this Paragraph 16, the Receiver shall not be entitled to a commission from the sale of any estate assets that are sold by a third person following abandonment or similar act by the Receiver.
- attorneys and other professionals, may request to be compensated on an interim or final basis. In support of any such request, the applicant shall file an itemized billing statement with the Court indicating the time spent, billing rates of all persons who performed work to be compensated, and a detailed list of expenses incurred by the applicant for which reimbursement is sought. The Receiver shall serve copies of such materials on any person or entity that has been joined as a party in this action, and any person or entity requesting copies of pleadings and other materials filed in this proceeding. Those materials shall be

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accompanied by a notice indicating that unless objections to the proposed compensation are filed with the Court within 10 days, the Receiver may make the payments requested. If an objection is filed to the proposed compensation, the Receiver or professional whose compensation is affected may request that the Court hold a hearing on the objection on five days' notice to each person that filed an objection thereto. If no person objects to the proposed compensation and reimbursement of professionals within ten (10) calendar days following the filing and service of the compensation notice, the proposed disbursement shall be deemed approved without further order or leave of the Court. The approved fees and reimbursable expenses of the Receiver and its professionals shall be paid in accordance with RCW 7.60.230 from the gross receipts derived from the Property. In the event the estate is without sufficient liquid cash funds to defray on a current basis the reasonable fees earned and reimbursable expenses incurred by the Receiver and its professionals or any of the projected future fees or expenses of the Receivership, good cause for termination of the Receivership shall be deemed to exist and, upon application by the Receiver establishing such lack of funding for the Receivership, the appointment of the Receiver and its professionals shall be terminated and the Property shall be distributed as the Court may then direct pursuant to applicable law.

- 18. Receivership Stay. Pursuant to RCW 7.60.110, upon entry of this Order, commencement or continuation of certain proceedings and actions against MediQuest are stayed; as well as enforcement of any judgment, any act to assess or recover any pre-receivership claim, any act to obtain possession of or exercise control over the Property, or to create, perfect, or enforce any lien against the Property; except that neither this Order nor RCW 7.60.110 shall operate as an automatic stay as to the Receiver.
- 19. <u>No Liability</u>. No obligation incurred by the Receiver in the good faith performance of its duties in accordance with the orders of this Court, except to the extent

such services are found to have resulted from willful misconduct or fraudulent behavior, whether pursuant to any contract, by reason of any tort, or otherwise, shall be the Receiver's personal obligation; rather, the recourse of any person to whom or which the Receiver becomes obligated in connection with the performance of its responsibilities shall be solely against the Property.

- 20. <u>Preservation of Property.</u> The Receiver is authorized to do all things the Receiver determines, in its sole discretion, to be necessary or reasonable to protect and preserve the Property and to maintain or enhance the value or income-producing potential of the Property.
- 21. Sales Outside of the Ordinary Course. The Receiver may not sell all or any portion of the assets of MediQuest outside of the ordinary course of business without the Court's approval, after notice and a hearing, in accordance with RCW 7.60.260. Such notice shall include a description of the assets proposed to be sold, the price offered, and the proposed time of closing of the sale.
- 22. Further Instructions from Court. The Receiver at any time may apply to the Court for further instructions or clarification with regard to the performance of its duties as general receiver in this matter, for a modification of this order, for further powers necessary to enable the Receiver properly to perform its duties, for a termination of its appointment as general receiver, or for other appropriate relief.
- 23. <u>Termination</u>. The Receivership shall not be terminated, and the rights and obligations of the persons subject to this order shall remain in full force, until this Court approves the Receiver's final report and accounting or until the Court enters an order terminating the receivership in accordance with RCW 7.60.290.

- 24. Notwithstanding any provisions of this order that may be construed otherwise, the Receiver shall not be required to expend any of its personal funds to comply with any of the provisions of this order.
- 25. The Court acknowledges that the Receiver's ability to perform its duties under this order may be limited by various factors, including, without limitation, the Receiver's limited access to information. The Receiver may at any time apply to this Court for further or other instructions, a modification of this order, further powers necessary to enable the Receiver properly to perform its duties, or a termination of the Receiver's appointment.
- 26. Upon distribution or disposition of all of the Property, or the completion of the Receiver's duties with respect to the Property, the Receiver shall move the Court to be discharged in accordance with RCW 7.60.290. The Receiver shall file a final report and accounting setting forth all receipts and disbursements of the estate, which shall be annexed to the motion for discharge and filed with the Court. Upon approval of the final report, the Court shall discharge the Receiver and exonerate the bond posted by the Receiver. The Receiver's discharge shall release the Receiver from any further duties and responsibilities as a general receiver with respect to this Receivership imposed by Chapter 7.60 RCW.

DATED this day of

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Presented By: 3 K&L GATES, LLP 5 Michael J. Gearin, wsba # 20982 Brian T. Peterson, WSBA # 42088 6 Attorneys for Plaintiff MediQuest Therapeutics, Inc. and 7 MediQuest Holdings, LLC 8 9 Approved for Entry: Notice of Presentation Waived: 10 11 CAIRNCROSS & HEMPELMANN, PS 12 13 14 Andrew J. Liese, wsba #38313 John R. Rizzardi, wsba #9388 15 Attorneys Turnaround Inc. 16 17 18 19 20 21 22 23 24

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