

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2579412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RECISSION AGREEMENT AND QUITCLAIM OF RIGHTS
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF TEXAS MEDICAL BRANCH	10/14/2013
RECEIVING PARTY DATA	
Name:	LAWRENCE LIVERMORE NATIONAL SECURITY, LLC
Street Address:	2300 FIRST STREET
Internal Address:	SUITE 204
City:	LIVERMORE
State/Country:	CALIFORNIA
Postal Code:	94550
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12469533
CORRESPONDENCE DATA	
Fax Number:	(925)423-2231
Phone:	925-422-7272
Email:	disney2@lnl.gov
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LAWRENCE LIVERMORE NATIONAL LABORATORY
Address Line 1:	7000 EAST AVENUE
Address Line 2:	L-703, P.O. BOX 808
Address Line 4:	LIVERMORE, CALIFORNIA 94551
ATTORNEY DOCKET NUMBER:	IL-11987
NAME OF SUBMITTER:	MARK H. LOUGH
Signature:	/Mark H. Lough/
Date:	10/16/2013
Total Attachments: 3 source=IL-11987_Assign_Rescission_Agree#page1.tif source=IL-11987_Assign_Rescission_Agree#page2.tif source=IL-11987_Assign_Rescission_Agree#page3.tif	

CH \$40.00 12469533

## RESCISSION AGREEMENT AND QUITCLAIM OF RIGHTS

THIS RESCISSION AGREEMENT AND QUITCLAIM OF RIGHTS (this "Agreement") is made and entered into as of October 14, 2013 by and between the University of Texas Medical Branch at Galveston ("UTMB"), whose address is 301 University Boulevard, Galveston, Texas 77555 and Lawrence Livermore National Security, LLC, a Delaware limited liability company, ("LLNS") having its statewide administrative offices located at 2300 First Street, Suite 204, Livermore, California 94550.

### RECITALS

WHEREAS, on May 20, 2009, LLNS filed non-provisional U.S. Patent Application No. 12/469,533 (the "'533 Patent Application") designating as inventors Peter Mason, Paul Hoeprich, Craig Blanchette and Nicholas Fisher and claiming priority based upon U.S. Provisional Patent Application No. 61/055,380;

WHEREAS, UTMB and LLNS are parties to that certain Inter-Institutional Agreement, dated as of May 22, 2009, (the "IIA") governing the parties' respective rights in connection with the administration and commercialization by LLNS of certain inventions disclosed in LLNL Case No. IL-11987 and UTMB file No. MASO PW-08A;

WHEREAS, LLNS executed that certain Assignment, dated as of September 16, 2009, (the "Effective Date"), assigning to UTMB 50% of LLNS's right, title and interest in and to the '533 Patent Application (the "LLNS Assignment"), which was recorded with the United States Patent and Trademark Office (the "USPTO") on September 18, 2009 at Reel/Frame 023251/0726, specifically 50% of LLNS's right, title, and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all improvements which are disclosed in the invention entitled "Nanolipoprotein particles and related compositions, methods, and systems" and which is found in the '533 Patent Application;

WHEREAS, the LLNS Assignment was executed and recorded in error and the parties now wish to rescind and nullify the LLNS Assignment; and

WHEREAS, the parties take these actions without intending to affect or negate any interest the Board of Regents of the University of Texas System (the "Regents") may have in the '533 Patent Application as a result of the assignment to the Regents executed by Peter Mason on May 17, 2013 and recorded in the USPTO on June 3, 2013 at Reel/Frame 030536/0512.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties hereby agree as follows:

1. Rescission. Effective as of the Effective Date:

- (i) Each party hereby rescinds the LLNS Assignment such that UTMB hereby relinquishes all right, title and interest assigned sold, assigned and transferred by LLNS pursuant to the LLNS Assignment; and
- (ii) The LLNS Assignment shall be deemed null and void *ab initio* and of no force and effect and neither party, nor its successors, assigns or legal representatives, shall have any rights or legal obligations pursuant to or arising directly or indirectly from the LLNS Assignment or from any other agreement or understanding, whether written or oral, relating to the same subject matter; and
- (iii) Each party acknowledges and agrees that it has been returned to its situation existing immediately prior to the assignment contemplated by the LLNS Assignment.

2. Quitclaim. UTMB acknowledges and agrees that it has no rights, title or interest as a result of the LLNS Assignment. In order to avoid any doubt as to any such possible interest or rights UTMB may have, on behalf of itself and its successors, assigns and legal representatives, does hereby irrevocably relinquish and forever quitclaim to LLNS all right, title, and interest which UTMB may have and any and all intellectual property and proprietary rights recognized anywhere in the world resulting from the LLNS Assignment.

3. Authorization of Patent and Trademark Office to Record. UTMB agrees that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof.

4. Further Assurances. Each party, upon the other party's request and without further consideration, agrees to execute, acknowledge and deliver all such additional documents and perform such other acts as may be reasonably necessary or desirable to fulfill the purposes of this Agreement.

5. Representations and Warranties. Each party represents and warrants that:

- (i) It has the full right, power, capacity and authority to execute and deliver this Agreement; and
- (ii) This Agreement has been duly executed and delivered by such party and constitutes such party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

6. No Challenge. Neither party shall, directly or indirectly, take any action challenging, questioning or opposing the validity or enforceability of this Agreement or any provision hereof.

7. Miscellaneous. In the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement

shall otherwise remain in full force and effect and enforceable. No modification of this Agreement will be binding upon either party unless made in writing and signed by both parties. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, discussions and writings with respect thereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, email or other electronic transmission will have the same effect as physical delivery of the document bearing the original signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

UNIVERSITY OF TEXAS  
MEDICAL BRANCH

LAWRENCE LIVERMORE  
NATIONAL SECURITY, LLC

LAWRENCE LIVERMORE  
NATIONAL LABORATORY

By: Anne Culotta

By: Richard A. Rankin

Name: Anne Culotta

Name: Richard A. Rankin

Title: Associate Vice President for Technology Transfer

Title: Director, Industrial & Municipal

Date signed: October 14, 2013

Date signed: 15 October, 2013