

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2847096

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CELL IMAGING SYSTEMS, LLC	03/03/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONSTITUTION MEDICAL, INC.
<b>Street Address:</b>	BOSTON INDEPENDENCE WHARF
<b>Internal Address:</b>	470 ATLANTIC AVENUE, 4TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02210
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13619381
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)769-7945
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	617 542-5070
<b>Email:</b>	apsi@fr.com
<b>Correspondent Name:</b>	J. PETER FASSE
<b>Address Line 1:</b>	FISH & RICHARDSON P.C.
<b>Address Line 2:</b>	P.O. BOX 1022
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 02110
<b>ATTORNEY DOCKET NUMBER:</b>	28441-0005002
<b>NAME OF SUBMITTER:</b>	NANCY MCCOY
<b>SIGNATURE:</b>	/NancyMcCoy/
<b>DATE SIGNED:</b>	05/08/2014
<b>Total Attachments: 16</b>	
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**ASSIGNMENT AND LICENSE AGREEMENT**

**between**

**CELL IMAGING SYSTEMS, LLC,**

**CONSTITUTION MEDICAL, INC.,**

**CONSTITUTION MEDICAL INVESTORS, INC.,**

**DR. DAVID ZAHNISER,**

**DR. JAMES WINKELMAN, AND**

**DR. MILENKO TANASIJEVIC**

## ASSIGNMENT AND LICENSE AGREEMENT

This ASSIGNMENT AND LICENSE AGREEMENT is entered into as of the Effective Date by and between Cell Imaging Systems, LLC, a limited liability company duly organized under the laws of Delaware, with a principal place of business located at 62 Rangeley Road, Chestnut Hill, Massachusetts 02467 ("CIS"), Constitution Medical, Inc., a Delaware corporation with a principal place of business at Boston Independence Wharf, 470 Atlantic Avenue, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("CMI"), Constitution Medical Investors, Inc., a Delaware corporation with a principal place of business at Boston Independence Wharf, 470 Atlantic Avenue, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("CMII") and, solely for purposes of Article 7 hereunder, Dr. David Zahniser, Dr. James Winkelman, and Dr. Milenko Tanasijevic (each a "Founder"). CIS, CMI and CMII are referred to herein individually as a "Party" and together as the "Parties".

## AGREEMENT

In consideration of the foregoing Recitals and the terms and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties do hereby agree as follows:

### ARTICLE 1

#### Definitions and Interpretation

1.1 Certain Definitions. The following capitalized terms used in this Agreement shall have the meanings set forth below, and any other capitalized terms used in this Agreement shall have the meaning as set forth herein:

(b) **"Agreement"** means this Assignment and License Agreement along with all exhibits referenced herein and as amended by the Parties from time to time pursuant to the terms herein.

(e) **"Assigned Technology"** means collectively the CIS Assigned Patents, as well as the CIS Know-How and CIS Works existing as of the Effective Date that relate to the System, along with all related IP Rights in any of the foregoing.

(k) **"CIS"** has the meaning set forth in the Preamble, and includes its successors and permitted assigns.

(l) **"CIS Assigned Patents"** means the Intellectual Property claimed or disclosed in the patent applications identified in Exhibit A and any divisions, continuations, and continuations-in-part of the foregoing, patents issuing from the foregoing applications, patents resulting from reissues or reexaminations thereof, renewals and extensions thereof, and foreign patents and patent applications claiming priority to the foregoing patent applications.

(u) **"CMI"** has the meaning set forth in the Preamble, and includes its successors and permitted assigns.

(v) **"CMII"** has the meaning set forth in the Preamble, and includes its successors and permitted assigns.

(aaa) **"IP Rights"** means all proprietary rights in Intellectual Property, including patent rights, copyrights, semi-conductor chip rights, trade secret rights, trademark rights, and moral rights and all other similar rights therein.

(iii) **"Moral Rights"** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the Law of any country in the world, or under any treaty.

(mmm) "Party(ies)" has the meanings set forth in the Preamble.



(zzz) "Territory" means the entire world

1.2 Interpretation. In this Agreement, unless otherwise indicated or required by the context:

(a) Reference to and the definition of any document (including this Agreement) or any applicable Law shall be deemed a reference to such document or applicable Law as it may be amended, supplemented, revised or modified from time to time;

(b) All references to an "Article," "Section" or "Exhibit" are to an Article or Section hereof or to an Exhibit attached hereto;

(c) Defined terms in the singular include the plural and vice versa, and the masculine, feminine and neuter gender include all genders;

(d) The words "hereof," "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; and

(e) The words "include," "includes" and "including" mean include, includes, and including "without limitation".

## ARTICLE 2

### Assignment of Rights and Licensed Rights

2.1 Assignment of Rights.

(a) CIS hereby irrevocably sells, assigns, transfers and sets over to CMI the entire right, title and interest worldwide in and to the Assigned Technology, including without limitation, the CIS Assigned Patents and all IP Rights therein, the same to be held and enjoyed by CMI, its successors, heirs, assigns and other legal representatives.

(b) CIS further irrevocably sells, assigns, transfers and sets over to CMI the right to apply for patents, registrations, divisionals, renewals and other protection for the Assigned Technology, to sue for all past, present and future infringement, misappropriation or other violation of the Assigned Technology, including the right to collect and retain any and all damages for such infringement, misappropriation or other violation, and all rights corresponding to the rights granted herein throughout the Territory. Without limiting any other provision of this Agreement, CIS hereby waives, and agrees not to assert, any Moral Rights that CIS or its employees, contractors, or consultants may have with respect to the Assigned Technology.

(c) At any time, and from time to time after the Effective Date, CIS shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at CMI's expense as CMI may reasonably deem necessary or desirable, in order to more effectively transfer, convey and assign to CMI and to confirm CMI's title to the Assigned Technology and any and all applications and registrations therefor.

(b) Assigned IP. The Parties agree that CMI or its licensors, as applicable, shall retain sole ownership of the IP Rights in the Assigned Technology, and CIS shall have no right, title or interest in or to the Assigned Technology except as provided in Section 9.1(d)(i)(A).

5.2 Protection.

(a) Assigned Technology. CMI or its designees shall have the sole responsibility, at its sole expense and discretion, for protecting the Assigned Technology, including filing, having filed, prosecuting, having prosecuted, maintaining and having maintained all applications, registrations and patents. CIS agrees that it will take all reasonable steps, including executing all necessary documents, to assist CMI, upon CMI's reasonable request and at CMI's sole expense, to prepare, file, prosecute, and maintain all patent applications and patents involving the Assigned Technology.

[signature page follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

**CELL IMAGING SYSTEMS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSTITUTION MEDICAL, INC.**

By: *[Signature]*

Name: Daniel J. Levangie

Title: President and Chief Executive Officer

Date: March 3, 2009

Acknowledged and Agreed  
Solely for Purposes of Article 7:

\_\_\_\_\_  
Dr. David Zahniser

\_\_\_\_\_  
Dr. James Winkelman

\_\_\_\_\_  
Dr. Milenko Tanasijevic

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

**CELL IMAGING SYSTEMS, LLC**

By: James Winkelman

Name: JAMES WINKELMAN

Title: MANAGER

Date: \_\_\_\_\_

**CONSTITUTION MEDICAL, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged and Agreed  
Solely for Purposes of Article 7:**

\_\_\_\_\_  
Dr. David Zahniser

James Winkelman  
Dr. James Winkelman

\_\_\_\_\_  
Dr. Milenko Tanasijevic

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

**CELL IMAGING SYSTEMS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSTITUTION MEDICAL, INC.**

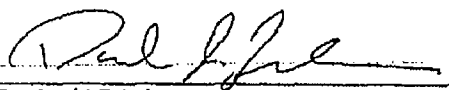
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged and Agreed  
Solely for Purposes of Article 7:**



Dr. David Zahniser

\_\_\_\_\_  
Dr. James Winkelman

\_\_\_\_\_  
Dr. Milenko Tanasijevic

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

**CELL IMAGING SYSTEMS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSTITUTION MEDICAL, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

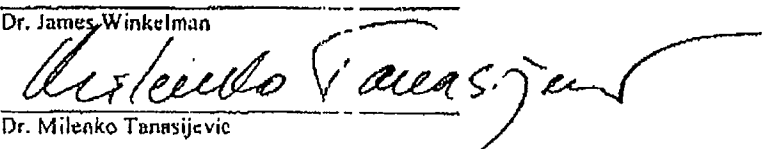
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged and Agreed  
Solely for Purposes of Article 7:**

\_\_\_\_\_  
Dr. David Zahniser

\_\_\_\_\_  
Dr. James Winkelman

  
\_\_\_\_\_  
Dr. Milenko Tanasijevic



CONSTITUTION MEDICAL INVESTORS, INC.

By:

Daniel J. Levangie

Name:

Daniel J. Levangie

Title:

President and Chief Executive Officer

Date:

March 3, 2009

**EXHIBIT A  
CIS ASSIGNED PATENTS**

NUMBER	TITLE/INVENTORS	STATUS
US Provisional Patent Application 60/544,377	Identification of Blood Elements Using Inverted Microscopy (Winkelman, Tanasijevic, Zahniser)	Filed Feb. 13, 2004
US Patent Application 11/057,095	Identification of Blood Elements using Inverted Microscopy (Winkelman, Tanasijevic, Zahniser)	Filed Feb. 11, 2005, and Preliminary Amendment filed April 25, 2008 in connection therewith
US Provisional Patent Application 61/047,920	Method of Determining a Complete Blood Count and a White Blood Cell Differential Count (Winkelman, Tanasijevic, Zahniser)	Filed on April 24, 2008