

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3209701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHARED MEDICAL RESOURCES, LLC	01/16/2015
RECEIVING PARTY DATA	
Name:	CDX DIAGNOSTICS, INC.
Street Address:	2 EXECUTIVE BLVD.
City:	SUFFERN
State/Country:	NEW YORK
Postal Code:	10901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6258044
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2124867272
Email:	trotberg@lubl.com
Correspondent Name:	LEVISOHN BERGER, LLP
Address Line 1:	11 BROADWAY, SUITE 615
Address Line 4:	NEW YORK, NEW YORK 10004
ATTORNEY DOCKET NUMBER:	1373.106
NAME OF SUBMITTER:	TUVIA ROTBERG
SIGNATURE:	/Tuvia Rotberg/
DATE SIGNED:	02/03/2015
Total Attachments: 6	
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ASSIGNMENT OF PATENT

WHEREAS, SHARED MEDICAL RESOURCES, LLC, a Delaware limited liability company ("ASSIGNOR"), assigned to CDX LABORATORIES, INC., a New York corporation ("ASSIGNEE"), an equal and undivided joint interest in all rights, titles and interests in and to U.S. Patent No. 6,258,044 and all related foreign patents and patent applications that derive from U.S. Patent No. 6,258,044 ("The Patent"), referenced in the Assignment of Patent dated April 18, 2006 and attached hereto as Exhibit A (the "Previous Assignment"); and

WHEREAS, CDx Diagnostics, Inc., a Delaware corporation ("SUCCESSOR"), is the successor in interest to ASSIGNEE; and

WHEREAS, ASSIGNOR desires to assign to SUCCESSOR all of ASSIGNOR's remaining rights, titles and interests in and to The Patent (that were not assigned to ASSIGNEE pursuant to the Previous Assignment); and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that, for ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to SUCCESSOR, and SUCCESSOR hereby accepts, all of ASSIGNOR'S remaining rights, titles and interests in and to The Patent (that were not previously assigned to ASSIGNEE pursuant to Previous Agreement).

IN WITNESS WHEREOF, ASSIGNOR AND SUCCESSOR have executed this Assignment of Patent as of January 16, 2015.

ASSIGNOR

SUCCESSOR

SHARED MEDICAL RESOURCES, LLC

CDX DIAGNOSTICS, INC.

BY: 

BY: 

Dan G. Olsen

Mark Rutenberg,

Title: CEO

Title: Pres. Lead/CEO

EXHIBIT A

ASSIGNMENT OF PATENT

WHEREAS, SHARED MEDICAL RESOURCES, LLC, a Delaware limited liability company, with a principal place of business at 190 Newport Center Drive, Suite 100, Newport Beach, CA 92660 ("ASSIGNOR"), owns United States Patent No. 6,258,044 that was issued on July 10, 2001 (the "Patent").

WHEREAS, CDX LABORATORIES, INC., a Delaware corporation, with a principal place of business at Two Executive Boulevard, Suite 102, Suffern, NY 10901 ("ASSIGNEE"), is desirous of acquiring an equal and undivided joint interest in all rights, titles and interests in and to the Patent;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Co-Ownership Agreement between the ASSIGNOR and ASSIGNEE dated April 18, 2006 (the "Co-Ownership Agreement"), ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, and ASSIGNEE accepts, an equal and undivided joint interest in all rights, titles and interests in or related to the United States Patent No. 6,258,044 and all United States and foreign patents and/or applications that are counterparts to the United States Patent No. 6,258,044, including, but not limited to all reissued or reexamined patents, and the following foreign counterparts, and all corresponding reissues, reexaminations, divisionals, continuations or extensions of the following, AU1999000052237, CA1999002355661, CN1999000811254, EP1999000937396, and IL141739 ("Patents"), for the full term or terms for which the same may be granted including the right to sue and recover for past infringement.

Be it also known that, the ASSIGNOR and ASSIGNEE have agreed to certain terms and conditions as specified in the Co-Ownership Agreement, the following being a summary thereof:

Grant Clause

- a. Subject to the terms and conditions of the Agreement, each of ASSIGNOR and ASSIGNEE has an equal and undivided joint interest in all rights, titles and interests in and to the Patents.
- b. The ASSIGNOR and the ASSIGNEE agree that, except for such joint interest of ASSIGNEE, ASSIGNOR is the sole and exclusive owner of all of the rights, titles and interests in the Patents formerly held by The Trylon Corporation (aka The Trylon Company).

Field of Use Obligations

- a. "SMR Exclusive Field of Use" means the exclusive, perpetual, worldwide right to use the Patents for cell sample collection and/or biopsies in the female reproductive system and genital tract including without limitation the cervix, uterus, ovaries, fallopian tubes, fimbriae, follicles, or vagina.

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- b. "CDx Exclusive Field of Use" means the exclusive, perpetual, worldwide right to use the Patents for all purposes outside the SMR Exclusive Field of Use.
- c. Neither the ASSIGNOR nor the ASSIGNEE shall have the right to use the Patents in the other party's Exclusive Field of Use.
- d. The ASSIGNOR and the ASSIGNEE shall each have sole control and discretion in using the Patents in its Exclusive Field of Use.
- e. ASSIGNOR shall have the exclusive right and sole discretion and control to encumber, sell, convey, assign, sublicense, or otherwise transfer any or all of its rights to use the Patents in the SMR Exclusive Field of Use.
- f. ASSIGNEE shall have the exclusive right and sole discretion and control to encumber, sell, convey, assign, sublicense, or otherwise transfer any or all of its rights to use the Patents in the CDx Exclusive Field of Use.
- g. ASSIGNOR agrees to include and cause to be included on the packaging of each SpiraBrush, the device described in the United States Patent No. 6,258,044, which ASSIGNOR distributes, sells and/or delivers, to the extent permissible by law, a statement that such SpiraBrush is "for [a term appropriate for the SMR Exclusive Field of Use] use only."
- h. ASSIGNEE agrees to include and cause to be included on the packaging of each product related to the Patents which ASSIGNEE distributes, sells and/or delivers, to the extent permissible by law, a statement that such product is "for [a term appropriate for the CDx Exclusive Field of Use] use only."
- i. ASSIGNOR agrees to use all commercially reasonable efforts to manufacture all SpiraBrushes for SMR's Exclusive Field of Use with distinctively colored handles in colors other than white.
- j. ASSIGNEE agrees to use all commercially reasonable efforts to manufacture all products related to the Patents for CDx's Exclusive Field of Use with white handles.
- k. ASSIGNOR shall have the exclusive right to use the name "Spirabrush" or "Spirabrush CX" as a trademark, servicemark, or trade name, or as any part thereof.
- l. ASSIGNEE shall not have the right to use the name "SpiraBrush" or "SpiraBrush CX" or any confusingly similar name, as a trademark, servicemark, or trade name, or as any part thereof.
- m. Both the ASSIGNOR and the ASSIGNEE agree that neither party will be required to give any periodic reports of the use of the Patents by it or its assignees or licensees to the other party.
- n. All agreements by either the ASSIGNOR or the ASSIGNEE with a third party relating to the Patents must be in writing and shall include (i) a firm contractual undertaking by such third party to abide by the restrictions set forth in items (g)-(l) of this Section and (ii) an acknowledgement by such third party that violation of such restrictions may violate intellectual property rights.

Assignment, License, and Sublicense

- a. The ASSIGNOR and the ASSIGNEE shall each have the right to assign, license, sublicense or otherwise transfer any or all of its rights and interests in or relating to the Patents, together with its rights and obligations under the Co-Ownership

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Agreement, without the prior written consent of the other party. However, no license, sublicense or other transfer under the Co-Ownership Agreement, except for a complete and full written assignment under subsection (b) below, or unless otherwise agreed in writing by the other party, shall eliminate or reduce the party's obligations to the other party under the Co-Ownership Agreement.

- b. The ASSIGNOR and the ASSIGNEE agree that only a complete and full written assignment by either the ASSIGNOR or the ASSIGNEE to a third party assignee of all the party's rights, obligations, titles, and interests in both the Patents and the Co-Ownership Agreement shall substitute the assignee for the assigning party as a party to the Co-Ownership Agreement and releases the assignor from any future liability arising under the Co-Ownership Agreement; provided, however, that the assignee agrees in writing to abide by the terms and conditions of the Co-Ownership Agreement and to assume all liability for breaches of the Co-Ownership Agreement after the effective date of any such complete and full assignment. The ASSIGNOR and the ASSIGNEE agree that any such writing by the assignee must be delivered to the non-assigning party before any such release of the assignor is effective. Unless otherwise agreed in writing by the non-assigning party, the assigning party shall nevertheless continue to be liable to the non-assigning party for any breaches of or defaults under the Co-Ownership Agreement by the assigning party before the effective date of the assignment.
- c. The ASSIGNOR and the ASSIGNEE agree that when one party licenses, sublicenses or assigns any part or all of its rights, titles, and interests in or relating to the Patents to a third party, then the party making such license, sublicense or assignment must provide prompt written notice to the other party.
- d. All agreements, including but not limited to license, sublicense, or partial assignment agreements, entered into by either the ASSIGNOR or the ASSIGNEE with a third party relating to the Patents must be in writing and include a firm contractual undertaking by such third party to abide by the terms and conditions of the Co-Ownership Agreement and an acknowledgement by such third party that violation of such restrictions may violate intellectual property rights.
- e. The ASSIGNOR and the ASSIGNEE agree that any liability arising from a breach of the Co-Ownership Agreement by a licensee, sublicense, or partial assignee shall be the responsibility of the party that entered into the agreement with such third party.
- f. The ASSIGNOR and the ASSIGNEE agree that appropriate documents evidencing any assignment of rights to the Patents shall be recorded by the assigning party in the United States Patent and Trademark Office and all appropriate foreign patent offices no later than sixty (60) days after the assignment becomes effective.

Covenant Not to Sue

- a. Provided that ASSIGNEE is only operating within the CDx Exclusive Field of Use, ASSIGNOR agrees not to bring any lawsuit or claim against ASSIGNEE in or before any tribunal, including but not limited to State or Federal courts, international tribunals, and mediation or arbitration tribunals, based on or arising out of the use of the Patents by ASSIGNEE in the CDx Exclusive Field of Use or

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based on any current or future patents or other intellectual property rights of ASSIGNOR related to the CDx Exclusive Field of Use, except for any claims based on actual breaches by ASSIGNEE of the terms of the Co-Ownership Agreement.

- b. Provided that ASSIGNOR is only operating within the SMR Exclusive Field of Use, ASSIGNEE agrees not to bring any lawsuit or claim against ASSIGNOR in or before any tribunal, including but not limited to State or Federal courts, international tribunals, and mediation or arbitration tribunals, based on or arising out of the use of the Patents by ASSIGNOR in the SMR Exclusive Field of Use or based on any current or future patents or other intellectual property rights of ASSIGNEE related to the SMR Exclusive Field of Use, except for any claims based on actual breaches by ASSIGNOR of the terms of the Co-Ownership Agreement.

In the event of any conflict with or any ambiguity arising from this assignment and the Co-Ownership Agreement, the Co-Ownership Agreement shall govern.


IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment as of April 18, 2006

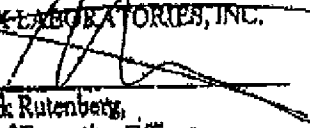
ASSIGNOR

ASSIGNEE

SHARED MEDICAL RESOURCES, LLC

CDX LABORATORIES, INC.

By: 
Gordon M. Olsen,
President and Chief Executive Officer

By: 
Mark Rutenberg,
Chief Executive Officer

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