PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3412172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
EFI ACTUARIES	12/19/2012

RECEIVING PARTY DATA

Name:	CHEIRON, INC.
Street Address:	1750 TYSONS BOULEVARD
Internal Address:	SUITE 1100
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5774881
Patent Number:	6055517
Patent Number:	6219650
Patent Number:	7243081

CORRESPONDENCE DATA

Fax Number: (202)331-1940

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.

Phone: 2025796867 Email: mjfoycik@aol.com

Correspondent Name: MICHAEL J. FOYCIK, JR.

Address Line 1: 10125 COLESVILLE RD. #108

Address Line 4: SILVER SPRING, MARYLAND 20901

NAME OF SUBMITTER:	MICHAEL J. FOYCIK, JR.	
SIGNATURE:	/Michael J. Foycik, Jr./	
DATE SIGNED:	06/24/2015	

Total Attachments: 4

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PATENT REEL: 035901 FRAME: 0681

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PATENT REEL: 035901 FRAME: 0682

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of December 19, 2012, is made by Ed Friend, Inc. aka EFI Actuaries ("Seller"), a Maryland corporation, formerly located at 1050 Connecticut Avenue, N.W., Suite 1000, Washington, D.C., in favor of Cheiron, Inc. ("Buyer"), a Delaware corporation, with its main offices located at 1750 Tysons Boulevard, Suite 1100, McLean, Virginia 22102, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of December 19, 2012 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "Assigned Patents"):
- (a) the patents and patent applications set forth in **Schedule I** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");
- (b) all rights and privileges of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Seller authorizes the United States Commissioner for Patents and any other governmental officials to record and register this Patent Assignment: EFI Actuaries to Cheiron, Inc. Page | 1

PATENT REEL: 035901 FRAME: 0683 Patent Assignment upon request by Buyer and at Buyer's expense. Seller shall take such steps and actions following the date hereof, at the expense of Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that this Assignment is properly recorded with the United States Patent and Trademark Office.

- 3. <u>Terms of the Asset Purchase Agreement</u>. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment may signed by the Buyer and, if so, executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

ED FRIEND, INC. DBA EFI ACTUARIES

By: Edward H. Friend

ACKNOWLEDGED AND ACCEPTED:

CHEIRON, INC.

By: Constance Mauro, Secretary

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SCHEDULE I

ASSIGNED PATENTS

- 1. United States Patent No. 5,774,881, dated June 30, 1998, to Edward H. Friend and Robert T. McCrory and assigned to EFI Actuaries;
- 2. United States Patent No. 6,055,517, dated April 25, 2000, to Edward H. Friend and Robert T. McCrory and assigned to EFI Actuaries;
- 3. United States Patent No.6,219,650, dated April 17, 2001, to Edward H. Friend and Robert T. McCrory and assigned to EFI Actuaries; and
- 4. United States Patent No. 7,243,081, dated July 10, 2007, to Edward H. Friend and Robert T. McCrory and assigned to EFI Actuaries.

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RECORDED: 06/24/2015