

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3461472

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	CORRECTION BY DECLARATION OF INCORRECT APPLICATION NUMBER 13,300,195, RECORDED AT REEL 34506, FRAME 0293
RESUBMIT DOCUMENT ID:	503383069

CONVEYING PARTY DATA

Name	Execution Date
DR. GEORGE PIECZENIK	07/08/2015

RECEIVING PARTY DATA

Name:	DR GEORGE PIECZENIK
Street Address:	129 KINGWOOD LOCKTOWN RD
City:	STOCKTON
State/Country:	NEW JERSEY
Postal Code:	08559

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8818734

CORRESPONDENCE DATA**Fax Number:**

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: 201 404 6815
Email: GPieczenik@yahoo.com
Correspondent Name: GEORGE PIECZENIK
Address Line 1: 129 KINGWOOD LOCKTOWN RD
Address Line 4: STOCKTON, NEW JERSEY 08559

NAME OF SUBMITTER:	DR. GEORGE PIECZENIK
SIGNATURE:	/Dr.George Pieczenik/
DATE SIGNED:	07/29/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 19

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DECLARATION STATEMENT BY DR.GEORGE PIECZENIK,

PATENT AGENT AND INVENTOR OF

Application:13300, Patent Number: 8818734

Assignment 3

6/22/2015 Resubmitted 7/29/2015

Reel /Frame 034506/0293 : Correction requested.

The assignment page submitted (see attached Assignment 2) and supposedly signed by George Pieczenik, was not signed by myself, Dr. George Pieczenik. It is criminal fraud.

I sign all my Patent Agent filings, all my invention filings and all my legal papers as "Dr. George Pieczenik", with the title "Dr." and a capital "G". I do not George with a large version of a small "g" as is seen in this fraudulent assignment on Reel 034506/Frame 0293.

I have a Ph.D in Molecular Biology. I have trained at the MRC Laboratory of Molecular Biology in Cambridge England and the Rockefeller Institute and published with 3 Nobel laureates including Francis Crick, Sydney Brenner and Sir Aaron Klug.

The signature on Reel 034506/Frame 0293 was fraudulently signed by Greg Radke, or someone in his employ or known to him. I called him to inform him of this fraud and he hung up.

I scanned the poorly forged signature from the document in Reel 034506 Frame 0293 and show it below. You can see where this scan came from in the actual submitted assignment documents (Assignment 3) at the USPTO. I did not sign this assignment nor is this my signature . I was just made of aware of this fact by requesting these

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3147165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
DAGAN WELLS	12/15/2014
JACQUES COHEN	12/15/2014
GEORGE PIECZENIK	12/15/2014
RECEIVING PARTY DATA	
Name:	REPROGENETICS, LLC
Street Address:	3 REGENT STREET
City:	LIVINGSTON
State/Country:	NEW JERSEY
Postal Code:	07039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8818734
CORRESPONDENCE DATA	
Fax Number:	(312)984-7700
<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:	3123722000
Email:	umattsson@mwe.com, kwalsh@mwe.com
Correspondent Name:	KELLY WALSH, MCDERMOTT WILL & EMERY LLP
Address Line 1:	227 W. MONROE STREET, SUITE 4400
Address Line 4:	CHICAGO, ILLINOIS 60606-5096
ATTORNEY DOCKET NUMBER:	093019-0014
NAME OF SUBMITTER:	ULRIKA E. MATTSSON
SIGNATURE:	/Ulrika E. Mattsson/
DATE SIGNED:	12/15/2014
Total Attachments: 5	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of this 15 day of December, 2014, by Dagan Wells, Jacques Cohen, and George Piecznik (collectively "Assignors"), to Reprogenetics, LLC, a New Jersey limited liability company ("Assignee").

In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby sell, assign, transfer, and set over unto Assignee all of Assignors' right, title, and interest in and to the inventions described and/or claimed in, and the patents identified on Schedule A attached hereto, and any reissues or reexaminations thereof, and any continuing, continuation, continuation-in-part, divisional, foreign counterpart, and/or Patent Cooperation Treaty applications that may be hereinafter filed, and in and to any Letters Patent that may be granted and issued, in and for the United States of America and all foreign countries, including all treaty and convention rights, and the right to sue for present, past, and future infringement, enforce any rights and file any causes of action related thereto, either in law or equity, and to all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto (the "Patents"). The Patents shall be owned, held and enjoyed by Assignee, its successors and assigns, to the fullest extent permissible under any applicable laws and end of the term for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment had not been made.

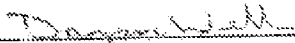
Assignee is hereby authorized to make application for and to receive Letters Patent for said inventions in any countries at its election. And by this covenant each Assignor agrees to execute or procure further necessary assurance of title to said inventions and Patents, and at any time, upon the reasonable request and at the expense of Assignee, each Assignor will execute and deliver any and all papers that may be necessary or desirable in Assignee's discretion to perfect the title to said inventions and Patents in Assignee, its successors, assigns or other legal representatives; and upon the reasonable request of Assignee, each Assignor will execute any additional applications for patents for said inventions, or any part or parts thereof, and for the reissue of any Letters Patent to be granted therefor; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of Assignee, its successors, assigns, or other legal representatives.

This Assignment and any joint instructions may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNORS:



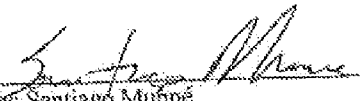
Dagan Wells
17 Foundry House
Walton Well Road
Oxford, England OX2 6AQ

Jaques Cohen
261 Kipp Road
Hudson, NY 12534

George Pieczenik
129 Kingwood Locktown Road
Stockton, NJ 08559

ASSIGNEE:

Reprogenetics, LLC
3 Regent Street
Suite 301
Livingston, NJ 07039



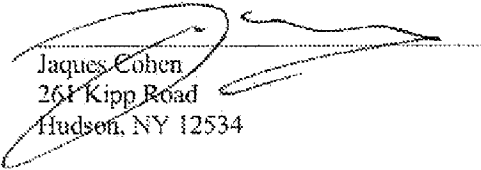
By: Santiago Mufine
Title: President

FIRM6544512v1

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNORS:

Dagan Wells
6 Wharf House
Juxton Street
Oxford, England OX2 6DU



Jaques Cohen
261 Kipp Road
Hudson, NY 12534

George Pieczenik
129 Kingwood Locktown Road
Stockton, NJ 08559

ASSIGNEE:

Reprogenetics, LLC
3 Regent Street
Suite 301
Livingston, NJ 07039

By: Santiago Munné
Title: President

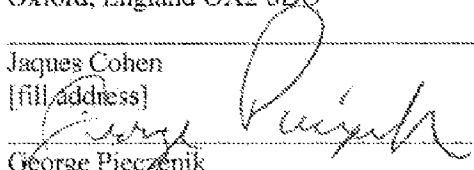
FIRM6544512v1

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNORS:

Dagan Welis
6 Wharf House
Juxton Street
Oxford, England OX2 6DU

Jaques Cohen
[fill address]



George Pieczenik
129 Kingwood Locktown Road
Stockton, NJ 08559

ASSIGNEE:

Reprogenetics, LLC
3 Regent Street
Suite 301
Livingston, NJ 07039

By:
Title:

FIRM 6544512V1

Schedule A

Registrations:

Title:	Peptide ligands for sperm DNA fragmentation assay
Inventors:	Dagan Wells Jaques Cohen George Pieczenik
U.S. Patent No.:	8,818,734
Issued:	8/26/2014
Serial No.:	13/300,195
Filed:	11/18/2011

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3147211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
REPROGENETICS, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY	12/15/2014
RECEIVING PARTY DATA	
Name:	REPROGENETICS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
Street Address:	3 REGENT STREET
City:	LIVINGSTON
State/Country:	NEW JERSEY
Postal Code:	07039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8818734
CORRESPONDENCE DATA	
Fax Number:	(312)984-7700
<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:	3123722000
Email:	umattsson@mwe.com, kwalsh@mwe.com
Correspondent Name:	KELLY WALSH, MCDERMOTT WILL & EMERY LLP
Address Line 1:	227 W. MONROE STREET, SUITE 4400
Address Line 4:	CHICAGO, ILLINOIS 60606-5096
ATTORNEY DOCKET NUMBER:	093019-0014
NAME OF SUBMITTER:	ULRIKA E. MATTSSON
SIGNATURE:	/Ulrika E. Mattsson/
DATE SIGNED:	12/15/2014
Total Attachments: 4	
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PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") is effective as of December 15, 2014 and is between Reprogenetics, LLC, a New Jersey limited liability company (the "Assignor") and Reprogenetics, LLC, a Delaware limited liability company, located at 3 Regent Street, Livingston, New Jersey (the "Assignee").

RECITALS

A. The Assignor is the owner of the patent set forth on Schedule A hereto (the "Patent");

B. Pursuant to the terms of that certain Asset Purchase Agreement by and among the Assignor and the Assignee dated as of November 26, 2014 (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Patent to the Assignee; and

C. The Assignor desires to assign all of its right, title and interest in and to the Patent to the Assignee and the Assignee desires to acquire the Patent.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, right, title and interest in and to the Patent, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the said Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.

2. The Assignor hereby requests the Commissioner for Patents at the U.S. Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Patents to record this Patent Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all patents resulting from applications among the Patent or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Patent Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Patent in the Assignee or which may be necessary to obtain, renew, issue or enforce the Patent.

5. This Patent Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. No amendment of any provision of this Patent Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Patent Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

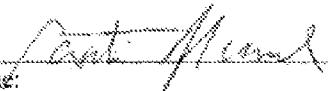
8. This Patent Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Patent Assignment to be executed as of the date first set forth above.

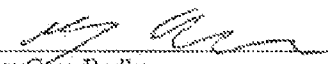
ASSIGNOR:

Reprogenetics, LLC

By: 
Name:
Title:

ASSIGNEE:

Reprogenetics, LLC

By: 
Name: Greg Radke
Title: Vice President & Secretary

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

Schedule A

Title	Filing Number (Filing Date)	Patent Number (Issue Date)
Peptide Ligands for Sperm DNA Fragmentation Assay	13/300,195 (11/18/2011)	8,818,734 (08/26/2014)

DM_US 57206369-1.093019.0014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3151686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REPROGENETICS, LLC	12/15/2014
RECEIVING PARTY DATA	
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT
Street Address:	C/O GOLUB CAPITAL INCORPORATED, 666 FIFTH AVE., 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8818734
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<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:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN
Address Line 1:	525 W MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-61
NAME OF SUBMITTER:	KRISTIN BROZOVIC
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/17/2014
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 15, 2014, is between **REPROGENETICS, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Patent registrations and Patent applications listed on **Schedule 1** annexed hereto; and

WHEREAS, IntegraMed America, Inc., a Delaware corporation (the "Borrower"), has entered into that certain Credit Agreement dated as of September 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, Grantor and the other Loan Parties party thereto from time to time, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower, Grantor and the other Loan Parties by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of September 20, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Borrower, Grantor and the other Persons party thereto as "Grantors" thereunder, and Grantee, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Patents, Patent registrations and Patent applications, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent registration and Patent application owned by Grantor, including, without limitation, the Patent registrations and Patent applications referred to in **Schedule 1** annexed hereto ;
- (2) all patentable inventions and all of the inventions and improvements described and claimed therein and all goodwill of the business connected with the use of, and symbolized by, each such Patent; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Patent registration owned by Grantor including, without limitation, the Patent registrations referred to in **Schedule 1**

{01943562; 2; 7125-11 }101680687

annexed hereto and the Patent registrations issued with respect to the Patent applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Patent Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or electronic means (including .pdf format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

{01943562; 2; 7125-11 }101680687

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Patent Security Agreement

Schedule 1 to Patent Security Agreement

U.S. PATENT REGISTRATIONS

PATENT	REG. NO.	DATE
Peptide Ligands for Sperm DNA Fragmentation Assay	8,818,734	08/26/14

{01943562; 2; 7125-11 }

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