

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3632861

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NABSYS, INC.	10/13/2015
RECEIVING PARTY DATA	
Name:	NABSYS 2.0 LLC
Street Address:	60 CLIFFORD STREET
City:	PROVIDENCE
State/Country:	RHODE ISLAND
Postal Code:	02903
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7678562
Application Number:	10546939
Patent Number:	6689563
Patent Number:	7034143
Patent Number:	7071324
Application Number:	11538189
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<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:	617-570-1000
Email:	mbreault@goodwinprocter.com, patentBOS@goodwinprocter.com
Correspondent Name:	GOODWIN PROCTER LLP-PATENT ADMINISTRATOR
Address Line 1:	53 STATE STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	NAB-003
NAME OF SUBMITTER:	NATASHA C. US
SIGNATURE:	/Natasha C. Us/
DATE SIGNED:	11/25/2015
Total Attachments: 4	

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(Licenses)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 13 day of October, 2015 ("*Effective Date*"), by and between Nabsys, Inc., a Delaware corporation ("*Assignor*"), and Nabsys 2.0 LLC, a Delaware limited liability company ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of this 13 day of October, (the "Asset Purchase Agreement"), the terms of which are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Asset Purchase Agreement.

WHEREAS, the Assignor and Assignee have agreed that Assignor shall assign to Buyer and Buyer shall assume from the Assignee, certain of Assignor's rights, benefits, and privileges duties, liabilities, and obligations under License Agreements as set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in view of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor and Assignee do hereby agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assignor, as of the date hereof, does hereby SELL, ASSIGN, TRANSFER, and DELIVER to Assignee the License Agreements as set forth on Exhibit A attached hereto (the "*License Agreements*"), together with all of Assignor's rights, benefits, and privileges and all of Assignor's duties, liabilities, and obligations under, or arising in connection with such License Agreements, subject to the provisions of Section 1.3 hereof.

1.2 Assumption. Subject to the provisions of Section 1.3 hereof, Assignee, for itself and its successors and assigns, hereby agrees to succeed to and to assume all of Assignor's rights, benefits, and privileges, and to perform, or to cause to be performed, and otherwise to discharge or cause to be discharged, to the extent that the same hereafter become performable, all of Assignor's duties, liabilities, and obligations under, or arising in connection with the License Agreements.

1.3 Exclusions. The assumption by Assignee of all of Assignor's duties, liabilities, and obligations under, or arising in connection with, the License Agreements expressly excludes, and nothing contained herein shall be construed to include with such assumption, any duties, liabilities, and obligations of Assignor arising on or before the Effective Date;

2. General Provisions.

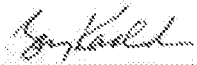
2.1 Successors and Assigns. Subject to the provisions hereto, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and, in the case of Assignee, its successors and assigns.

2.2 Construction. All section headings used herein are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary, or limit the express provisions hereof. In the event that any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

2.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement, by and through the duly authorized corporate officers of each, on the date first written above.

NABSYS, INC.

By: 
Barry Kallander, President

NABSYS 2.0 LLC

By: 
Barrett Bready, Sole Manager

EXHIBIT A

Schedule 1.1(f)

Licenses

[All licenses into the Buyer or out of the Buyer arising from or relating to intellectual property]

1. License, Assignment and Royalty Distribution between Brown University and Nabsys, Inc., dated June 13, ~~2015~~ [Exclusive License]
2005

BLK

Amendment to License Agreement dated June 26, 2009

Licensor: Brown University
Brown Technology Partnerships
47 George Street
Providence, RI 02912

2. License, Assignment and Royalty Distribution between Brown University and Nabsys, Inc., dated April 21, 2009 [Exclusive License]

Licensor: Brown University
Brown Technology Partnerships
47 George Street
Providence, RI 02912

And any other licenses relating to the patents below:

Title: NANOPORES, METHODS FOR USING SAME, METHODS FOR MAKING SAME AND METHODS FOR CHARACTERIZING BIOMOLECULES USING SAME

The following patents are licensed from Brown University:

Two listed cases (NAB-101 U.S. Patent No. 7,678,562, granted, and NAB-100 U.S. Patent Application No. 10/546,939, abandoned) are licensed from Brown; GP is not handling these two cases. Three additional granted patents, also licensed from Brown and not being handled by GP, are:

U.S. Patent No. 6,689,563
U.S. Patent No. 7,034,143
U.S. Patent No. 7,071,324