

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3644282

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEORGI HVICHIA	09/30/2011
RECEIVING PARTY DATA		
Name:	PARSORTIX, INC.	
Street Address:	3711 MARKET STREET	
Internal Address:	8TH FLOOR	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19104	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14077811
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>		
Email:	docketing@mbhb.com	
Correspondent Name:	MCDONNELL BOEHNNEN HULBERT & BERGHOFF LLP	
Address Line 1:	300 S. WACKER DRIVE	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	15-1690-US	
NAME OF SUBMITTER:	RICHARD A. MACHONKIN	
SIGNATURE:	/Richard A. Machonkin/	
DATE SIGNED:	12/04/2015	
Total Attachments: 9		
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**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

AMENDED AND RESTATED EMPLOYMENT AGREEMENT effective as of September 30, 2011 by and between Parsortix, Inc. (the "Company"), a Delaware corporation, and Georgi Hvichia ("Employee").

Recitals:

Employee has been employed by the Company pursuant to an Employment Agreement dated as of November 3, 2006 (the "2006 Employment Agreement"). In light of the Company's limited finances, on November 1, 2008, the parties agreed to change Employee's employment status to a part-time basis and to reduce Employee's annual base salary to [REDACTED] consistent with the reduced hours of service. On March 1, 2011, Employee resumed full-time employment by the Company at an annual base salary of [REDACTED].

The parties wish to enter into this Agreement to set forth the basis on which Employee will continue to be employed by the Company and for certain other matters in connection with such employment, all as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Title; Duties.** Employee shall be employed as Vice President of Research and Chief Technical Officer and, as such, shall provide general research services to the Company. In this position, Employee shall have such duties and authority as are usual and appropriate for the position and as shall be designated from time to time by the President of the Company or his designee, consistent with Employee's position. Unless otherwise mutually agreed by the Company and Employee, Employee shall be employed by the Company on a full-time basis and shall devote an average of forty hours per week (subject to vacation time) to performing his duties under this Agreement. The foregoing shall not be construed as preventing Employee from (i) making investments in other businesses or enterprises; (ii) holding directorships in other companies; or (iii) participating in charitable, political, research, consulting, academic or community activities or in trade or professional organizations; provided that Employee receives permission from the Company and agrees not to become engaged in any other such activity that materially interferes with Employee's ability to discharge Employee's duties and responsibilities to the Company hereunder.

2. **Compensation and Benefits.**

(a) **Base Salary.** Commencing on the date of this Agreement and continuing during the term of the Agreement, the Company shall pay Employee for his services hereunder a base salary (the "Base Salary") at the annual rate of [REDACTED], payable in accordance with the

Company's standard payroll practices. The Base Salary shall be reviewed annually at the end of each calendar year starting with 2012. In the event that Employee becomes a part-time employee of the Company, the Base Salary shall be reduced proportionately based on a forty-hour week and the relative number of business hours during which Employee provides services to the Company.

(b) **Bonus.** In recognition of Employee's efforts in connection with the validation of the Company's cancer cell separation technology, the Company agrees to pay Employee a bonus of ~~220,000~~ within 30 days after the date of this Agreement. Furthermore, upon the conclusion of each calendar year during the term of this Agreement, Employee shall be considered for a performance bonus in an amount up to ~~220,000~~ per year based on the achievement of objective and subjective performance criteria as determined by the Company's Board of Directors or the Compensation Committee thereof. Such bonus shall be paid within two and one-half months after the close of the respective calendar year.

(c) **Benefits.** Employee shall be entitled to receive such employee benefits as the Company may provide generally to its employees.

(d) **Stock Options.** ~~Promptly after the issuance by the Company, after the effective~~
~~execution and delivery of a stock options agreement in the form provided by the Company.~~

(e) **Entire Compensation.** The compensation contemplated by this Agreement shall constitute full payment for the services to be rendered by Employee to the Company hereunder.

3. Termination.

(a) **Death.** Employee's employment hereunder shall automatically terminate in the event of Employee's death. If Employee's employment is terminated by the death of Employee, the Company shall pay to Employee's estate or legal representative an amount equal to the Base Salary at the rate in effect at the time of Employee's death through the last day of his actual employment by the Company.

(b) **Total Disability.** In the event of the Disability of Employee for a period of 60 consecutive days at any time during the term of this Agreement, the Company shall have the right to terminate Employee's employment hereunder by giving Employee ten days' written notice thereof, and, upon expiration of such ten-day period, the Company shall not have any further obligation or liability under this Agreement except to pay to Employee his Base Salary through the last day of his actual employment by the Company. The term "Disability," when used herein, shall mean an illness, incapacity or mental or physical condition that, in the reasonable opinion of the Board of Directors of the Company, renders Employee unable or incompetent to carry out the job responsibilities contemplated by this Agreement; provided, however, in the event Employee disputes such determination by the Board of Directors, Employee shall submit to a physical examination by a licensed physician selected by the Board of Directors of the Company and reasonably acceptable to Employee, and such physician's determination shall be final and binding.

(c) **For Cause by the Company.** Notwithstanding any other provision of this Agreement, Employee's employment hereunder may be terminated by the Company at any time for Cause. For purposes of this Agreement, "Cause" shall mean (i) habitual intoxication or abuse of a controlled substance; (ii) the conviction of, or the entering into a guilty plea or a plea of no contest with respect to, a felony; (iii) adjudication as an incompetent; (iv) the failure to perform such duties as are within the scope of this Agreement that are assigned to Employee and after a written demand for performance is delivered to Employee on behalf of the Company that identifies the manner in which it is alleged that Employee has not substantially performed his duties and that provides a reasonable period of time, but no less than ten days, for Employee to correct such failure and comply with such written demand; (v) a breach by Employee of any material term of this Agreement; (vi) failure to adhere in any material respect to any conflict of interest or other policy established by the Company; (vii) engaging in conduct that, in the reasonable opinion of the Company, has injured the business or reputation of the Company or could otherwise adversely affect its interests; or (viii) misappropriation of any funds or property of the Company, or engaging in theft, embezzlement or fraud. If Employee's employment is terminated by the Company for Cause, the Company shall pay to Employee his Base Salary through the last day of his actual employment by the Company.

(d) **Termination without Cause by the Company.** Employee's employment hereunder may be terminated by the Company at any time without Cause upon not less than ten days' prior written notice from the Company to Employee. If Employee's employment is terminated by the Company without Cause, upon the receipt from Employee of a release in form and substance reasonably satisfactory to the Company, the Company shall pay Employee severance in an amount equal to Employee's Base Salary for a period of five months, which amount shall be increased by an additional one month of severance for each full year during

which Employee is continuously employed by the Company after the date of this Agreement, up to a maximum of eight months of severance. The severance may be paid, at the Company's election, either in a lump sum or by salary continuation.

(e) **Resignation of Employee.** Employee may terminate his employment hereunder upon not less than 15 business days' prior written notice from Employee to the Company. In such event, the Company shall not have any further obligation or liability under this Agreement except to pay to Employee his Base Salary through the last day of his actual employment by the Company.

(f) **Resignation for Good Reason.** Employee may initiate termination of employment by resigning under this Section 3(f) for Good Reason. Employee shall give the Company not less than 15 business days' prior written notice of such resignation. If Employee resigns for Good Reason, upon the receipt from Employee of a release in form and substance reasonably satisfactory to the Company, the Company shall pay Employee severance in an amount equal to Employee's Base Salary for a period of five months, which amount shall be increased by an additional one month of severance for each full year during which Employee is continuously employed by the Company after the date of this Agreement, up to a maximum of eight months of severance. The severance may be paid, at the Company's election, either in a lump sum or by salary continuation. "Good Reason" shall mean the occurrence of any of the following events or conditions, unless Employee has expressly consented in writing thereto or unless the event is remedied by the Company within 15 days after receipt of notice thereof given by Employee: (i) a material reduction in or failure to pay Employee's Base Salary; (ii) a demotion of Employee; (iii) a material reduction of Employee's duties hereunder; (iv) failure to elect and continue Employee as a member of the Board of Directors of the Company as provided in the Company's Stockholders Agreement among the Company and its stockholders, dated as of the date hereof; (v) the Company's requiring Employee to be based at a location other than in Philadelphia, Pennsylvania or within a radius of 30 miles thereof; or (vi) any material breach of this Agreement by the Company.

4. Non-Disclosure and Non-Competition.

(a) **Non-Disclosure.** Employee acknowledges that, in the course of performing services for the Company, Employee may obtain knowledge of the Company's business plans, products, processes, software, know-how, trade secrets, formulas, methods, models, prototypes, discoveries, inventions, materials and reagents, improvements, disclosures, customer, contractor and supplier lists, names and positions of employees and/or other proprietary and/or confidential information, as well as proprietary and/or confidential information of third parties that the Company is obligated to maintain in confidence, (collectively, the "Confidential Information"). Employee agrees to keep the Confidential Information secret and confidential and not to publish, disclose or divulge any confidential information to any other person, or use any confidential information for Employee's own benefit or to the detriment of the Company, or for any purpose other than in connection with the performance of services to the Company, without the prior written consent of the Company, whether or not such Confidential Information was discovered or developed by Employee.

(b) **Non-Competition.** Employee agrees that, during the term of Employee's employment by the Company and for a period of one year from and after the termination of his employment, neither Employee nor any corporation or other entity in which he may be interested as a partner, trustee, director, officer, employee, agent, shareholder, lender of money or guarantor, or for which he performs services in any capacity (including as a consultant or independent contractor) shall, at any time during such period: (a) be engaged, directly or indirectly, in any competitive business (as herein defined) or (b) solicit, hire, contract for services or otherwise employ, directly or indirectly, any of the employees of the Company; provided, however, that nothing herein contained shall be deemed to prevent Employee from investing in or acquiring one per cent or less of any class of securities of any company if such class of securities is listed on a national securities exchange or is quoted on the Nasdaq system. For purposes of this Section 4(b) the term "competitive business" shall mean any business that is engaged in the research, development, manufacturing, distribution, licensing or sale of technology, products or services relating to the use of microfluidics, microchannels or any other micro scale device or technique to capture cells (animal or vegetable) or particles for (x) prenatal diagnostics, (y) the diagnosis and/or treatment of cancer and (z) any other purpose, activity or indication in which the Company shall then be engaged or actively planning to engage. "Micro" in this instance shall mean any device having dimensions (0.1 micron to 1,000 microns) that are critical to the separation of cells or particles. Employee entered into a covenant not to compete in consideration of the Company's employment of Employee and the agreements of the Company set forth in the 2006 Agreement, and the parties are continuing such covenant not to compete for the consideration set forth in the 2006 Agreement and amending those provisions in accordance with the terms of this Section 4(b) in light of the additional compensation and benefits being made available to Employee hereunder.

5. Inventions and Discoveries.

(a) **Disclosure.** Employee shall promptly and fully disclose to the Company, with all necessary detail, all developments, know-how, discoveries, inventions, improvements, concepts, ideas, formulae, processes and methods (whether copyrightable, patentable or otherwise) made, received, conceived, acquired or written by Employee (whether or not at the request or upon the suggestion of the Company), solely or jointly with others, during the period of Employee's employment by the Company that (i) specifically relate to technology, products or services relating to the use of microfluidics, microchannels, or any other micro scale device or technique to capture cells (animal or vegetable) or particles for the purpose of diagnosis, treatment or scientific research and/or any other technology with respect to which Employee renders research and development services or oversight to the Company or (ii) are otherwise made through the use of the Company's time, facilities or materials (the foregoing being hereinafter referred to collectively as the "Inventions").

(b) **Assignment and Transfer.** Employee agrees to assign and transfer to the Company all of Employee's rights, titles and interests in and to each of the Inventions, and Employee further agrees, at any time or from time to time promptly upon the request of the Company or its successors or assigns, to do, execute, acknowledge and deliver, or that he will cause to be done, executed, acknowledged and delivered, to the Company or its successors or assigns, as the case may be, all such further acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments, and will do or cause to be done all acts

or things as often as may be proper or necessary or advisable for better assuring, conveying, transferring and assigning the Inventions, and effectively to carry out the intent hereof, and to vest in the Company the entire right, title and interest of Employee in and to all of the Inventions, including applications for and assignments of patents and copyrights, and all renewals thereof, as may be necessary to obtain patents and copyrights in any and all countries, and Employee will cooperate in the defense of any claims or demands.

(c) **Power of Attorney.** If the Company is unable, after reasonable effort, to secure Employee's signature on any application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to an Invention, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the President and each Vice President of the Company as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright, trademark or other registrations or any other legal protection thereon with respect to an Invention with the same legal force and effect as if executed by Employee.

(d) **Records.** Employee agrees that, in connection with any research, development, management or other services performed for the Company, he will maintain careful, adequate and contemporaneous written records of all Inventions, which records shall be the property of the Company.

6. **Company Documentation.** Employee shall hold in a fiduciary capacity for the benefit of the Company all documentation, programs, data, records, research materials, drawings, manuals, disks, reports, sketches, blueprints, letters, notes, notebooks and all other writings, electronic data, graphics and tangible information and materials of a secret, confidential or proprietary information nature relating to the Company or the Company's business that are, at any time, in the possession or under the control of Employee.

7. **Injunctive Relief.** Employee acknowledges that his compliance with the agreements in Sections 4, 5 and 6 hereof is necessary to protect the good will and other proprietary interests of the Company and that Employee has been and will be entrusted with highly confidential information regarding the Company and its technology and is conversant with the Company's affairs, its trade secrets and other proprietary information. Employee acknowledges that a breach of any of his agreements in Sections 4, 5 and 6 hereof will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law; and Employee agrees that, in the event of any breach of the aforesaid agreements, the Company and its successors and assigns shall be entitled to seek injunctive relief and to such other and further relief as may be proper.

8. **Notices.** All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by certified mail, postage prepaid; or by an overnight delivery service, charges prepaid; addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addressor:

if to the Company, to:

Parsortix, Inc.
University City Science Center
3711 Market Street, 8th Floor
Philadelphia, PA 19104
Attention: President

if to Employee, to:

Georgi Hvichia, Ph.D.
10640 Lockart Road
Second Floor
Philadelphia, PA 19116

9. Assignment.

(a) **By the Company.** The rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company.

(b) **By Employee.** This Agreement and the obligations created hereunder may not be assigned by Employee.

10. Survival. The provisions of Sections 3 through 17 of this Agreement, and any other provisions of this Agreement that are by their terms intended to endure beyond the term of Employee's employment by the Company, shall survive the termination of this Agreement.

11. Entire Agreement. This Agreement amends, restates and supersedes the 2006 Employment Agreement. This Agreement contains the entire agreement between the Company and Employee with respect to the subject matter hereof, and there have been no oral or other agreements of any kind whatsoever as a condition precedent or inducement to the signing of this Agreement or otherwise concerning this Agreement or the subject matter hereof.

12. Waivers and Further Agreements. Any waiver of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof; provided, however, that no such written waiver, unless it, by its own terms, explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provision being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision.

13. Amendments. Any amendment to this Agreement shall be in writing and signed by both parties hereto.

14. Severability. If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflict of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy, but this Agreement shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or in such case.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

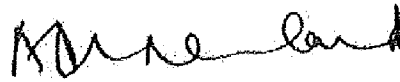
16. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the law (other than the law governing conflict of law questions) of the Commonwealth of Pennsylvania.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have been executed or caused to be executed this Agreement as of the date first above written.

PARSORTIX, INC.



By: Andrew D W Newland

Title: Chairman



Georgi Hvichia, Ph.D.

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