

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS E. REYNOLDS, AS CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY ESTATE OF ATHEROTECH, INC.	09/01/2016
RECEIVING PARTY DATA	
Name:	THE UAB RESEARCH FOUNDATION
Street Address:	701 20TH STREET SOUTH
Internal Address:	770 ADMINISTRATION BUILDING
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35294
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7521248
Application Number:	14530222
CORRESPONDENCE DATA	
Fax Number:	(205)488-6267
<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:	205-521-8267
Email:	DEVANS@BRADLEY.COM
Correspondent Name:	DONITA EVANS
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Address Line 4:	BIRMINGHAM, ALABAMA 35203-2119
ATTORNEY DOCKET NUMBER:	0A9110-100674
NAME OF SUBMITTER:	DONITA EVANS
SIGNATURE:	/donita evans/
DATE SIGNED:	09/22/2016
Total Attachments: 6	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), dated as of September 1, 2016, is made by Thomas E. Reynolds, as Chapter 7 trustee for the bankruptcy estate of Atherotech, Inc. (the "Seller"), in favor of The UAB Research Foundation ("UABRF"), the assignee of certain assets of Seller pursuant to Section 2.2(a)(ix) of that certain Third Amended and Restated Asset Purchase Agreement, dated August 22, 2016 (the "Asset Purchase Agreement"), by and among Seller, Ningbo Alabama, LLC (the "Buyer") and Ningbo MedicalSystems Biotechnology Co., Ltd.

WHEREAS, under the terms of Section 2.2(a)(ix) of the Asset Purchase Agreement, Seller agreed to convey, transfer and assign to UABRF, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office (the "USPTO") and corresponding entities or agencies in any applicable jurisdiction.

WHEREAS, on August 26, 2016, the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court") entered an *Order (I) Approving the Sale of the Acquired Assets Free and Clear of Claims, Liens, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the "Sale Order") Dkt No. ____, in which the Bankruptcy Court, among other things, approved the sale transactions contemplated by the Asset Purchase Agreement, free and clear of all liens, claims, interests, and encumbrances, and authorized and directed Seller and Buyer to perform, consummate, implement, and close the transactions contemplated by the Asset Purchase Agreement together with any additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement.

WHEREAS, the Sale Order provides that subject to UABRF's execution of the UABRF A&R License Agreement (as defined in the Sale Order) and the assignment of the UABRF A&R License Agreement to Buyer at the closing of the sale transaction contemplated by the Asset Purchase Agreement, Seller is authorized and directed at the closing to execute assignment agreements assigning to UABRF all of Debtor's and Seller's right, title and interest in the patents, software, and patent applications listed on Exhibit A to the UABRF A&R License Agreement, free and clear of all liens, claims, interests and encumbrances in accordance with the Sale Order, other than the UABRF A&R License Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to UABRF, and UABRF hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"), free and clear of all liens, claims, interests and encumbrances in accordance with the Sale Order:

a. The patents and patent applications set forth on Schedule 1 attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

b. All rights 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 royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by UABRF or its designee. Following the date hereof, upon UABRF or its designee's request, Seller shall take such steps and actions, and provide such cooperation and assistance to UABRF and/or its designee, successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to UABRF, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to Section 2.2(a)(ix) of the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and UABRF with respect to the Assigned Patents. The representations, warranties, covenants and agreements of Seller 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. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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. Successors and Assigns. 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 State of Alabama, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

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

SELLER:

THOMAS E. REYNOLDS, as Chapter 7
Trustee for Atherotech, Inc.

By: _____

AGREED TO AND ACCEPTED:

THE UAB RESEARCH FOUNDATION

By: Kathy Nugent
Name: Kathy Nugent
Title: Executive Director

[Signature Page to Patent Assignment]

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

SELLER:

THOMAS E. REYNOLDS, as Chapter 7
Trustee for Atherotech, Inc.

By: Thomas E. Reynolds

AGREED TO AND ACCEPTED:

THE UAB RESEARCH FOUNDATION

By: _____
Name: _____
Title: _____

[Signature Page to Patent Assignment]

Schedule 1

VAP Patents

Title	Patent Number	Patent Application Number	Patent Application Date	Patent Issue Date	Patent Expiration Date
ApoB Measurement System and Method	7,521,248	11/788,805	04/20/2007	04/21/2009	04/20/2027
Methods for Determining the Risk of Coronary Heart Disease and Clinical Manifestations Thereof	8,765,479	13/419,141	03/13/2012	07/01/2014	03/13/2032
Methods for Determining the Risk of Coronary Heart Disease	N/A	14/530,222	10/31/2014	N/A	
Methods of Diagnosis	N/A	14/639,388	03/05/2015	N/A	