

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4123000

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	PETER QUAGLIANO	10/10/2007
RECEIVING PARTY DATA		
Name:	BEEKLEY CORPORATION	
Street Address:	ONE PRESTIGE LANE	
City:	BRISTOL	
State/Country:	CONNECTICUT	
Postal Code:	06010	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12862675	
CORRESPONDENCE DATA		
Fax Number:	(860)724-3397	
<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:	hartforddocketing@mccarter.com	
Correspondent Name:	OSCAR ROMERO	
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Address Line 2:	MCCARTER & ENGLISH, LLP	
Address Line 4:	HARTFORD, CONNECTICUT 06103	
ATTORNEY DOCKET NUMBER:	97343.00136	
NAME OF SUBMITTER:	OSCAR ROMERO	
SIGNATURE:	/Oscar Romero/	
DATE SIGNED:	11/01/2016	
Total Attachments: 17		
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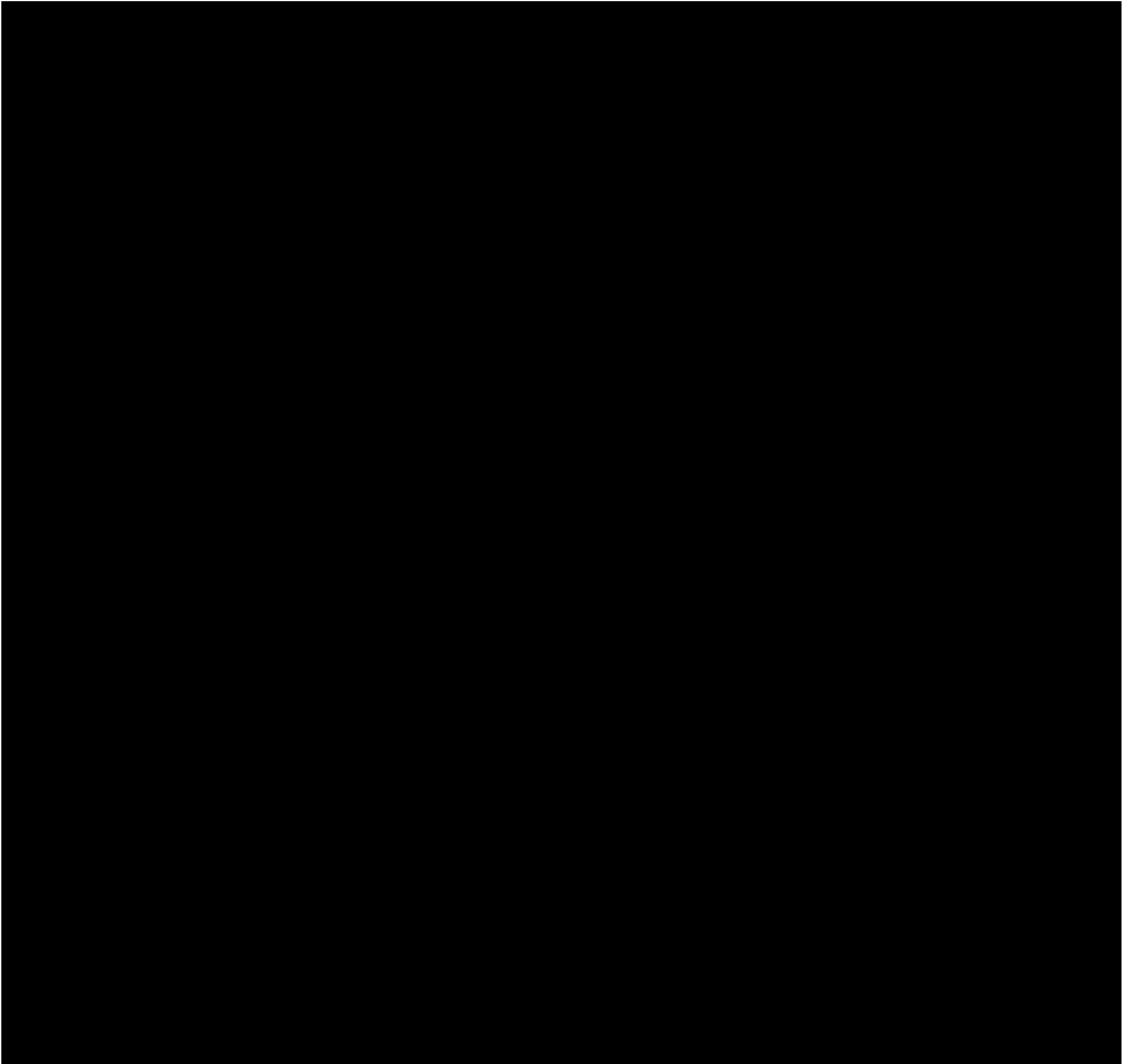
LICENSE AGREEMENT

by and between

**PETER QUAGLIANO M.D.,
an individual**

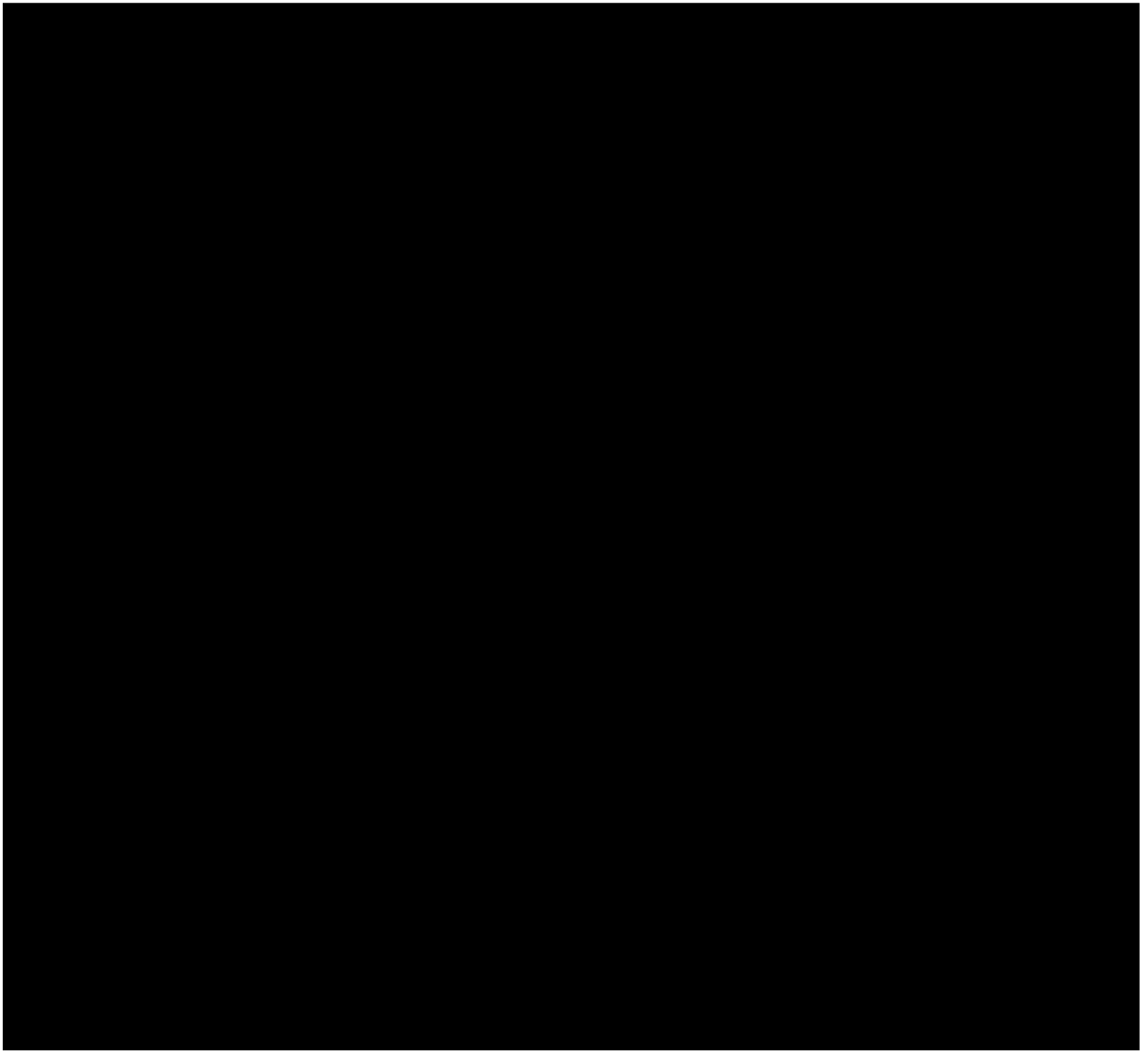
and

**BEEKLEY CORPORATION,
a Connecticut corporation**



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LICENSE AGREEMENT

This License Agreement is entered into and made effective as of this 16th day of October, 2007, by and between PETER QUAGLIANO M.D. ("Licensor"), an individual, having an address at 31 Countryside Lane, Richmond, Virginia 23229, and BEEKLEY CORPORATION ("Licensee"), a Connecticut corporation, with administrative offices located at 150 Dolphin Road, Bristol, Connecticut 06010, with respect to the facts set forth below.

RECITALS

WHEREAS Licensor is engaged in fundamental scientific biomedical research including research relating to oral contrast agents utilized in diagnostic imaging.

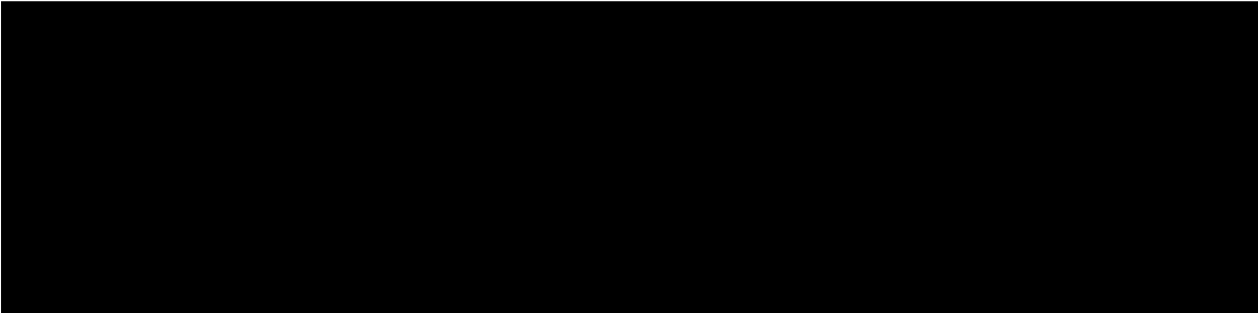
WHEREAS Licensee is engaged in development and sale of products for the diagnostic imaging market.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Licensor and Licensee hereby agree as follows:

1. Definitions.

1.3 Field. The term "Field" shall mean the field of diagnostic oral contrast agents.

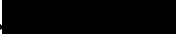
1.4 Licensed Product. The term "Licensed Product" shall mean any product which cannot be developed, manufactured, offered for sale, used or sold without (i) infringing one or more claims under Licensor Patent Rights or (ii) utilizing any part of the Technical Information not otherwise includable within Licensor Patent Rights.

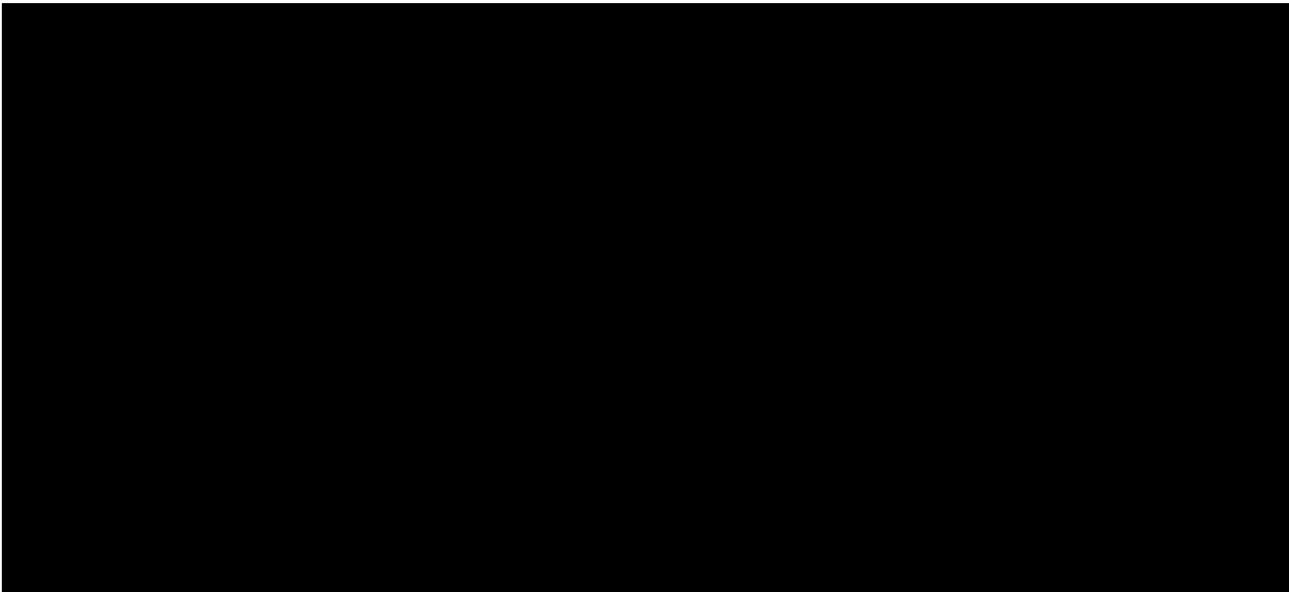


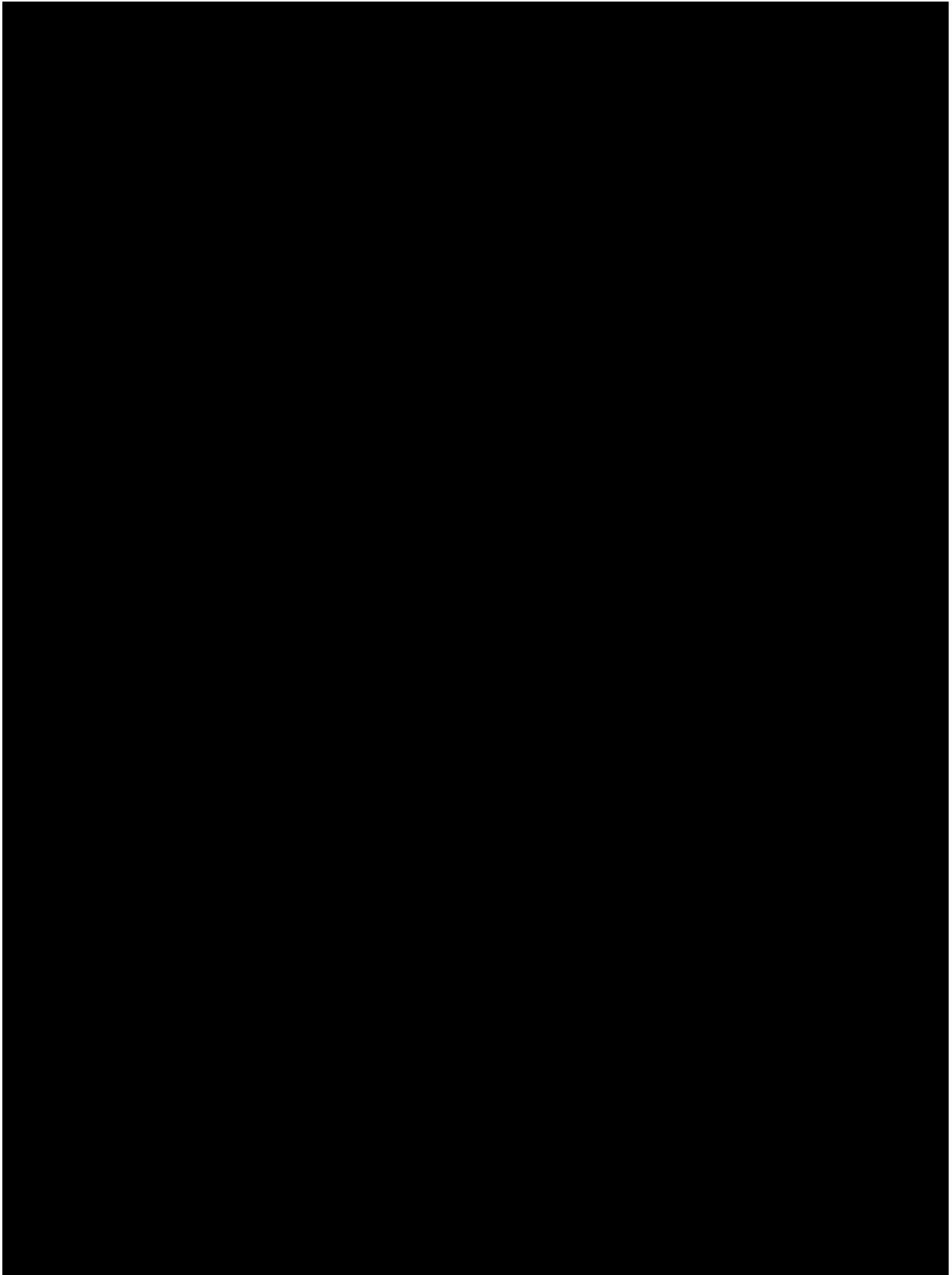
1.6 Licensor Patent Rights. The term "Licensor Patent Rights" shall mean rights arising out of or resulting from (i) any and all U.S. and foreign patent applications and patents claiming inventions within the Technical Information filed or to be filed by Licensor, (ii) all claims of continuations-in-part directed to subject matter specifically described in Technical Information, and (iii) divisionals, continuations, reissues, reexaminations, and extensions of any patent or application set forth in (i)-(ii) above. Licensor Patent Rights shall include (i) all such patent applications until a final rejection of the claims of such application from which there is no appeal or, if appealable, from which no appeal has been taken, and (ii) all issued patents provided that such patents have not been held invalid and/or unenforceable in a reexamination or by a court of competent jurisdiction from which there is no appeal or, if appealable, from which no appeal has been taken.

1.7 Technical Information. The term "Technical Information" means research and development information, inventions, know-how, trade secrets, and technical data, that is owned or controlled by Licensor and (i) is related to the technology described in the Technology Disclosure (Exhibit A), or (ii) is necessary to discover, develop, make or use Licensed Products.

2. License Terms and Conditions.

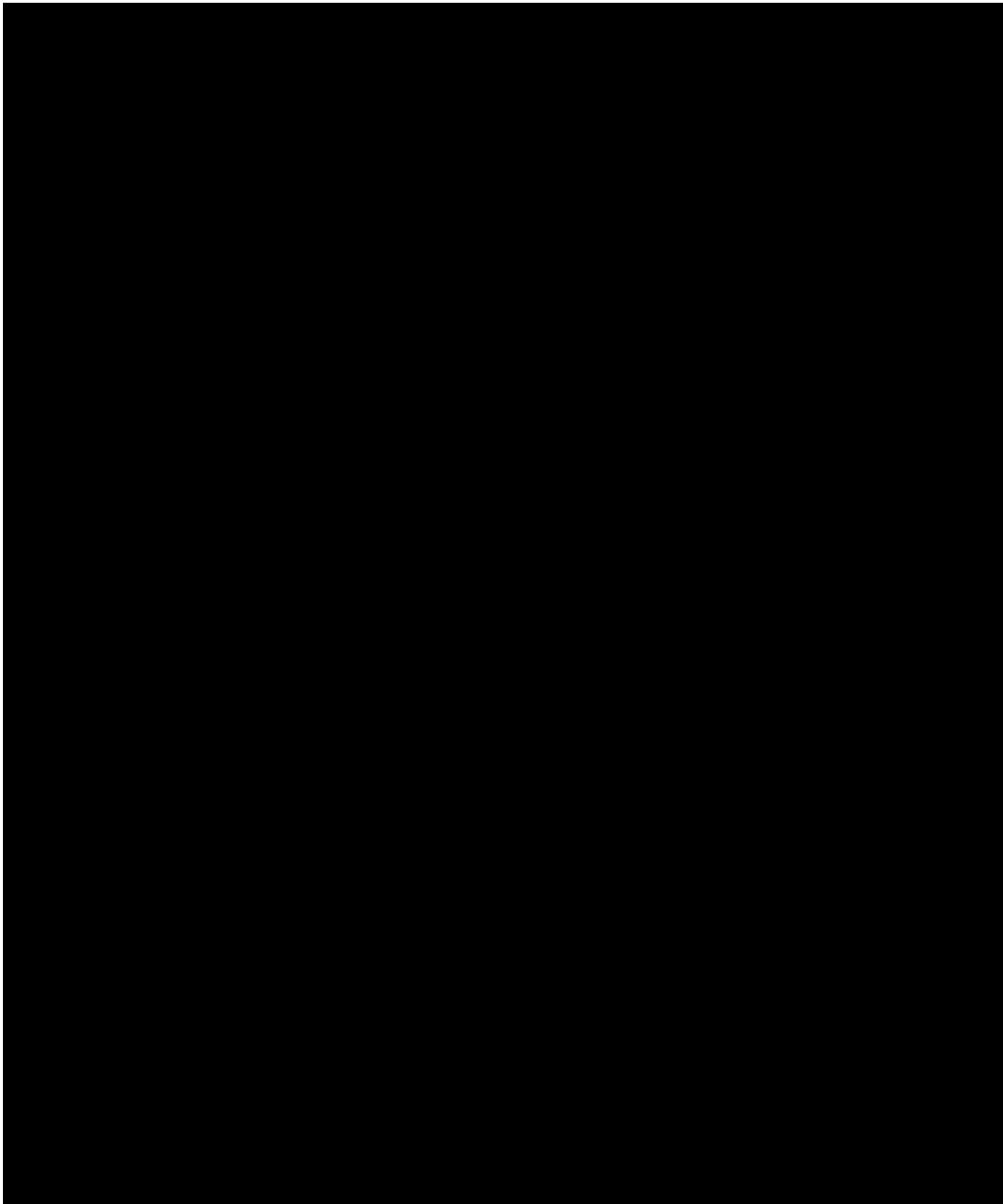
2.1 Grant of License. Licensor hereby grants to Licensee an exclusive,  worldwide license, including the right to sublicense, to Technical Information and Licensor Patent Rights, to make, to have made, to practice, to import, to use, to offer for sale, and to sell Licensed Products in the Field, subject to the terms of this Agreement.






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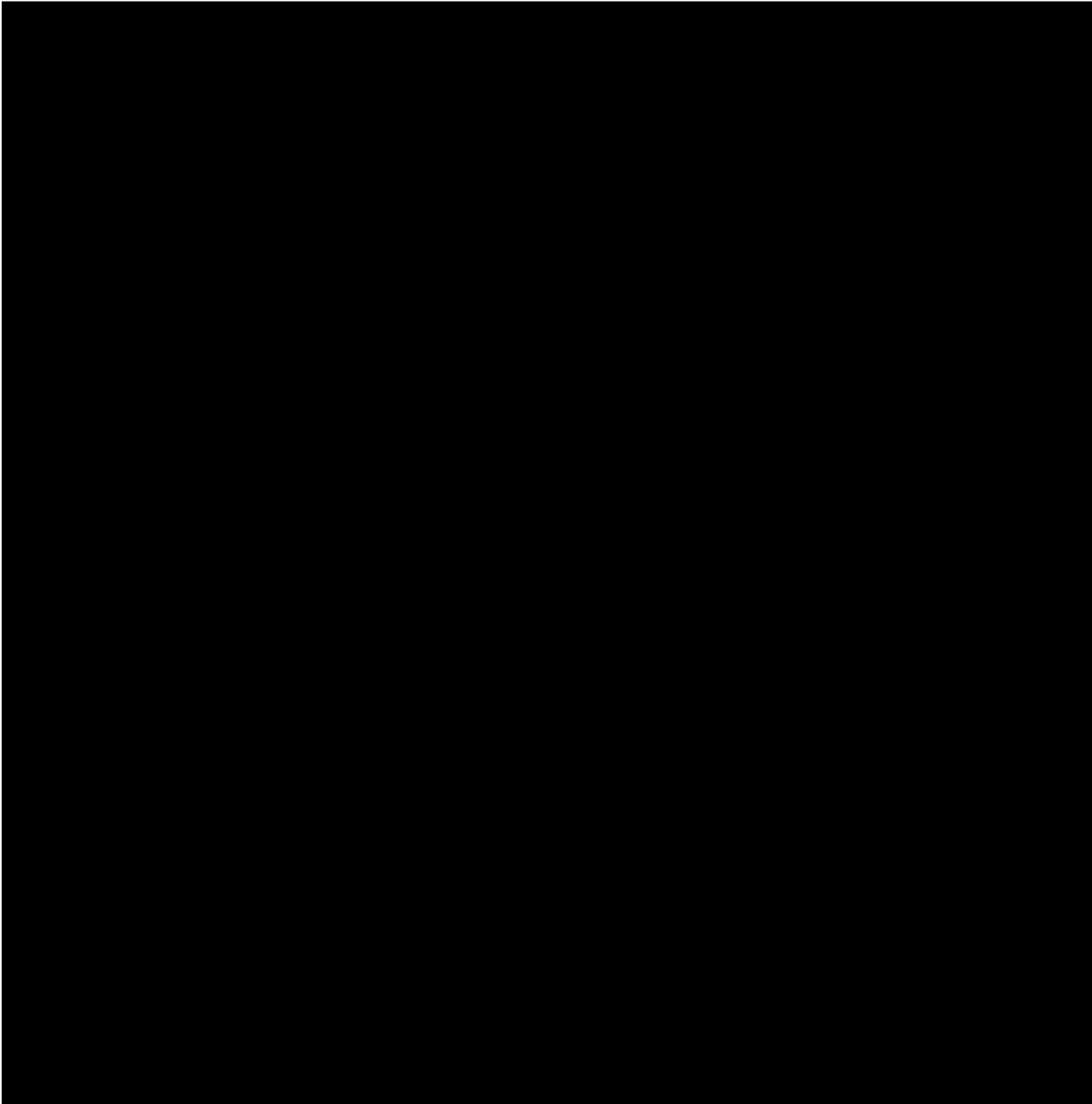


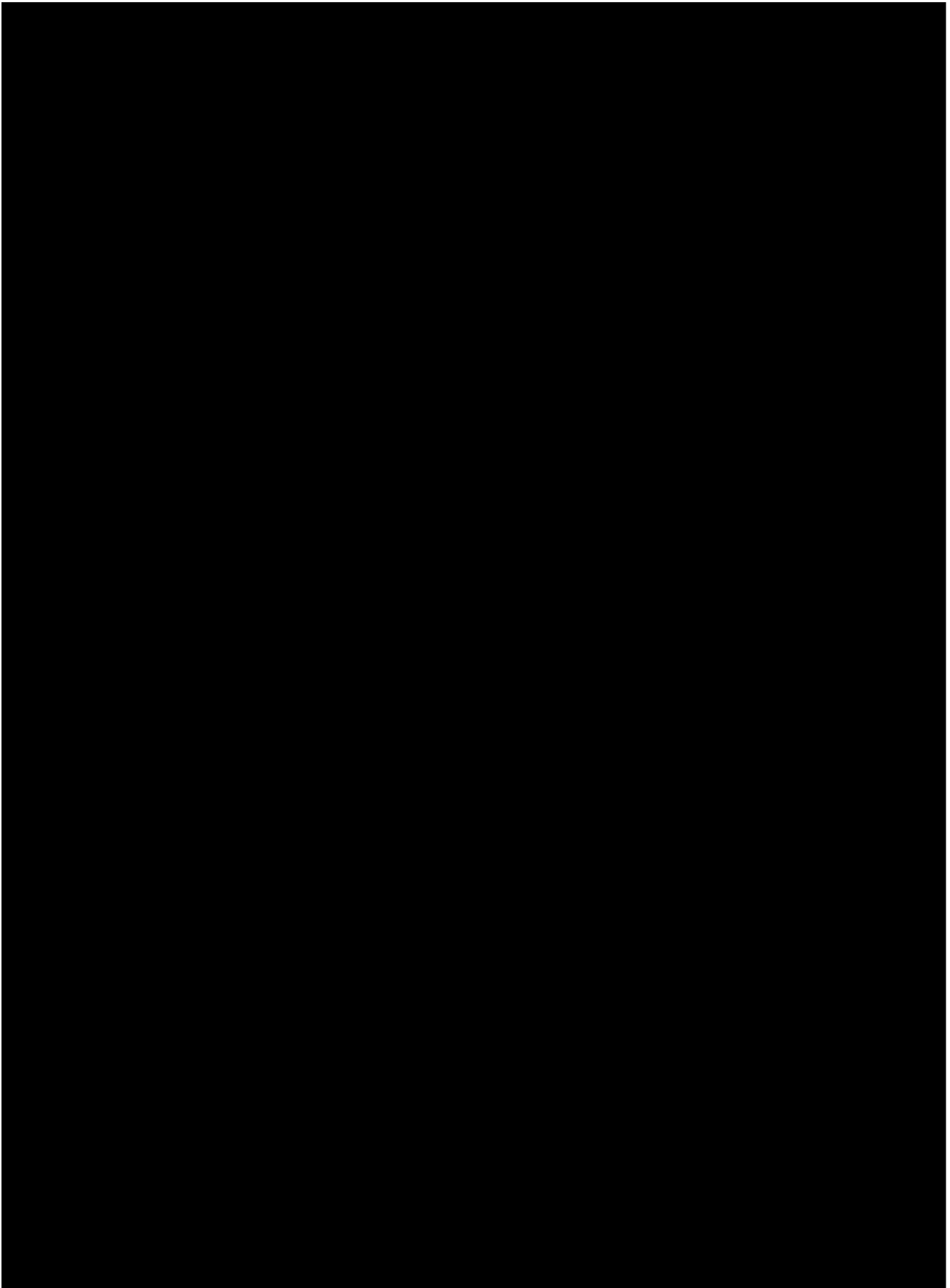
3.4 Ownership. The patent application(s) filed and the patent(s) obtained by Licensor pursuant to Section 3.1 hereof shall be owned solely by Licensor, assigned to Licensor and deemed a part of Licensor Patent Rights.



3.6 Licensee Improvements. Any improvements to Licensor Technology or Licensor Patent Rights developed by Licensee shall be the sole property of Licensee, and Licensee shall have the right, in its sole discretion, to file patent applications covering any such improvements.

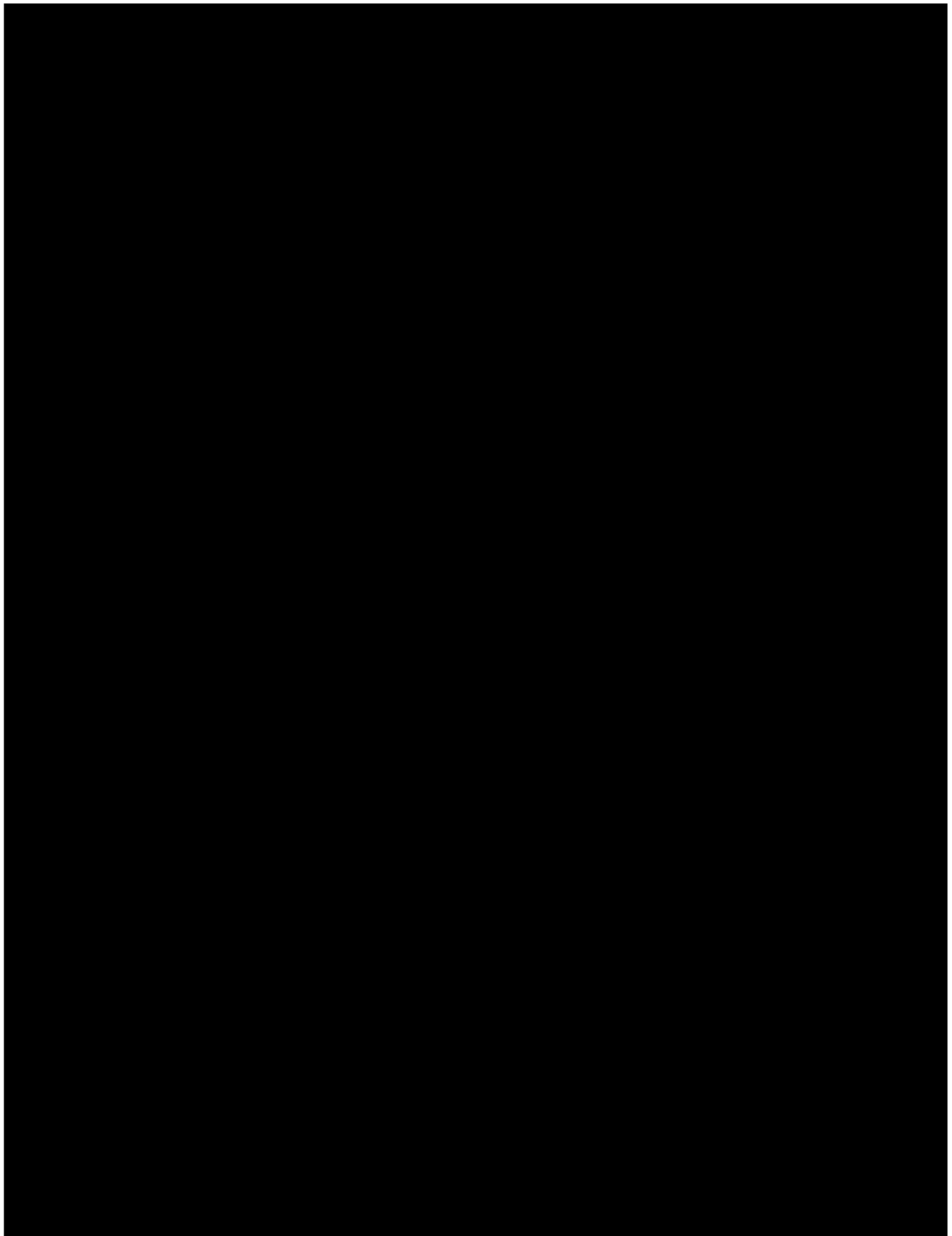
3.7 Joint Inventions. Ownership of any inventions jointly developed by Licensor and Licensee, or employees of Licensee, shall be determined in accordance with the United States Patent Laws.



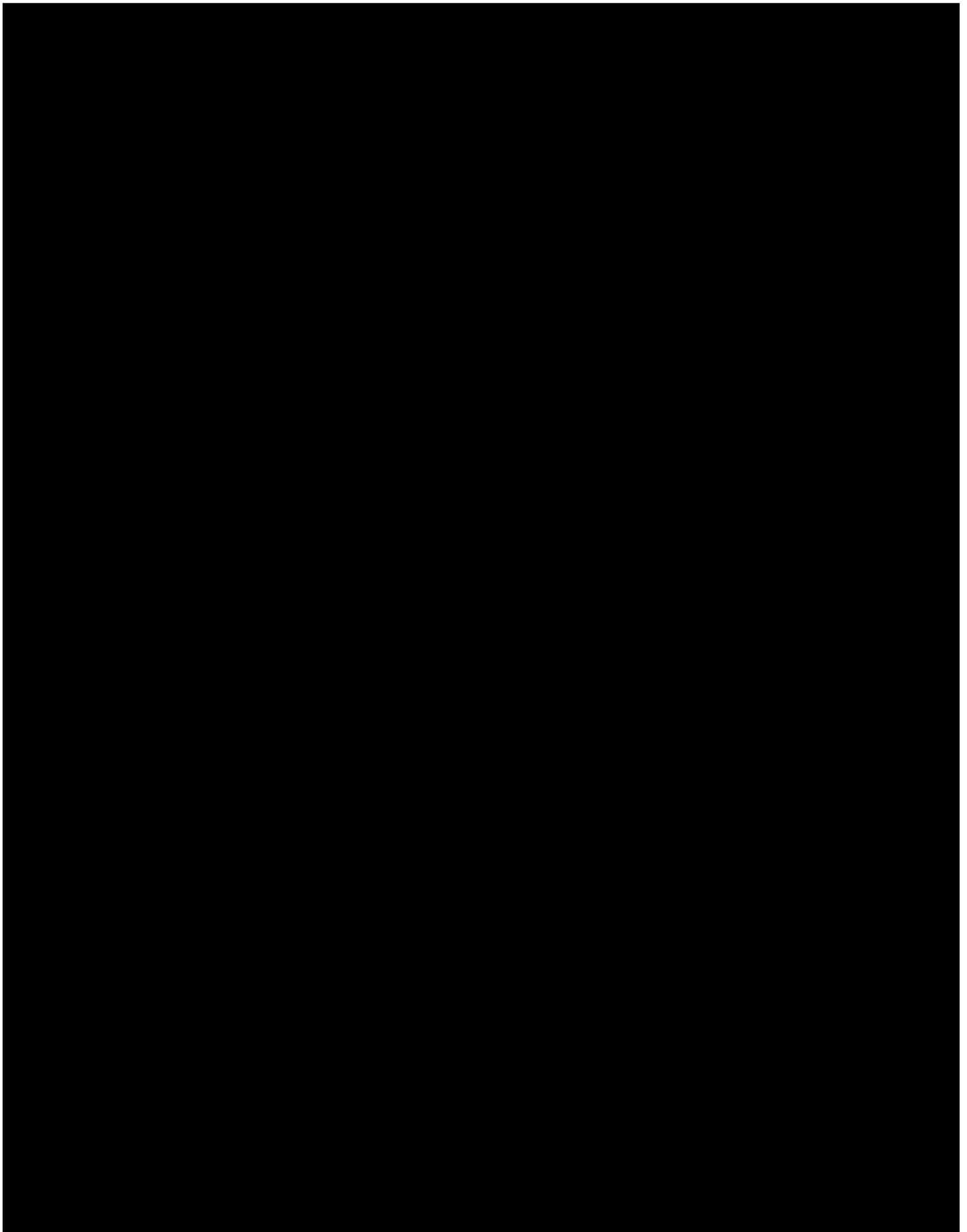


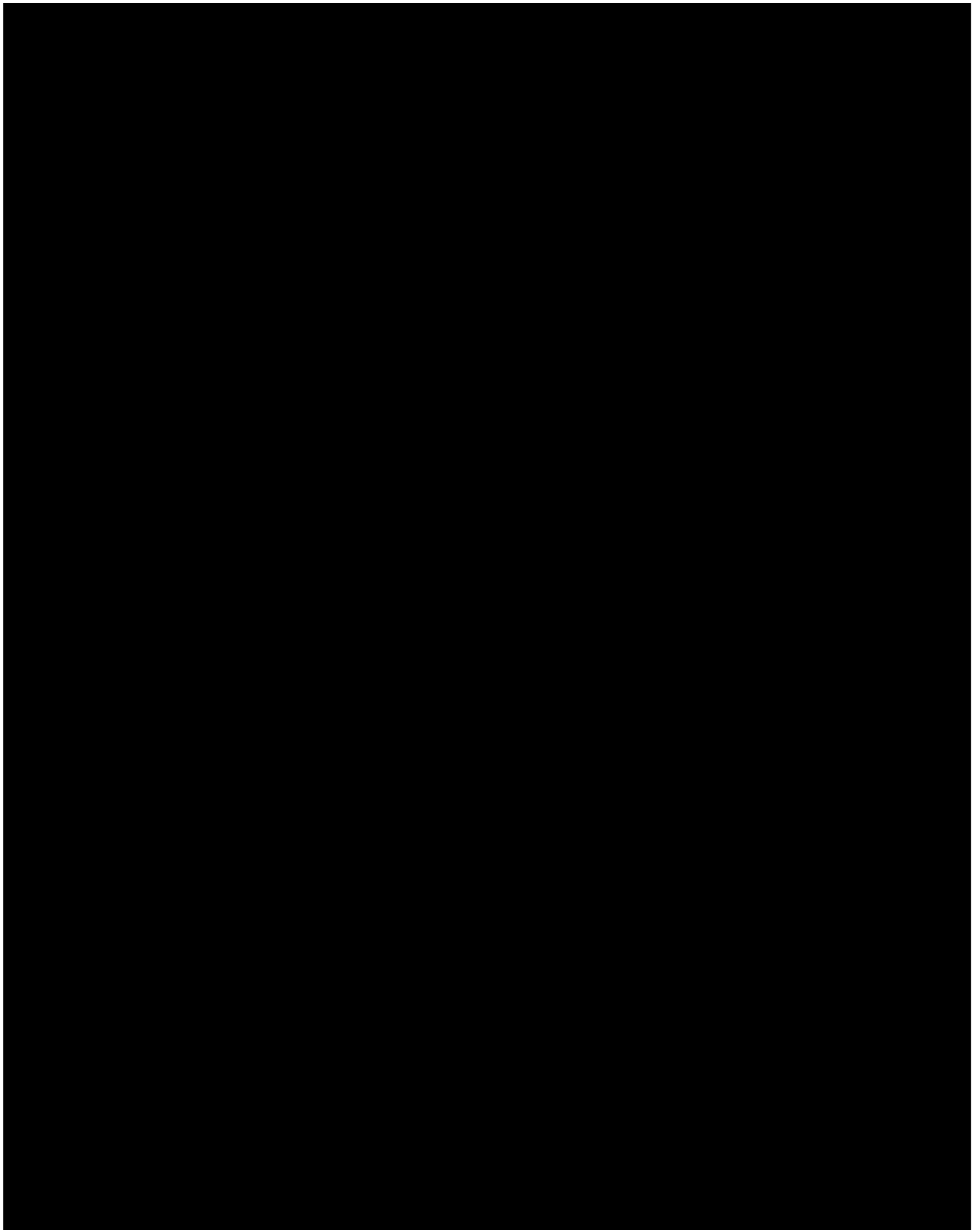
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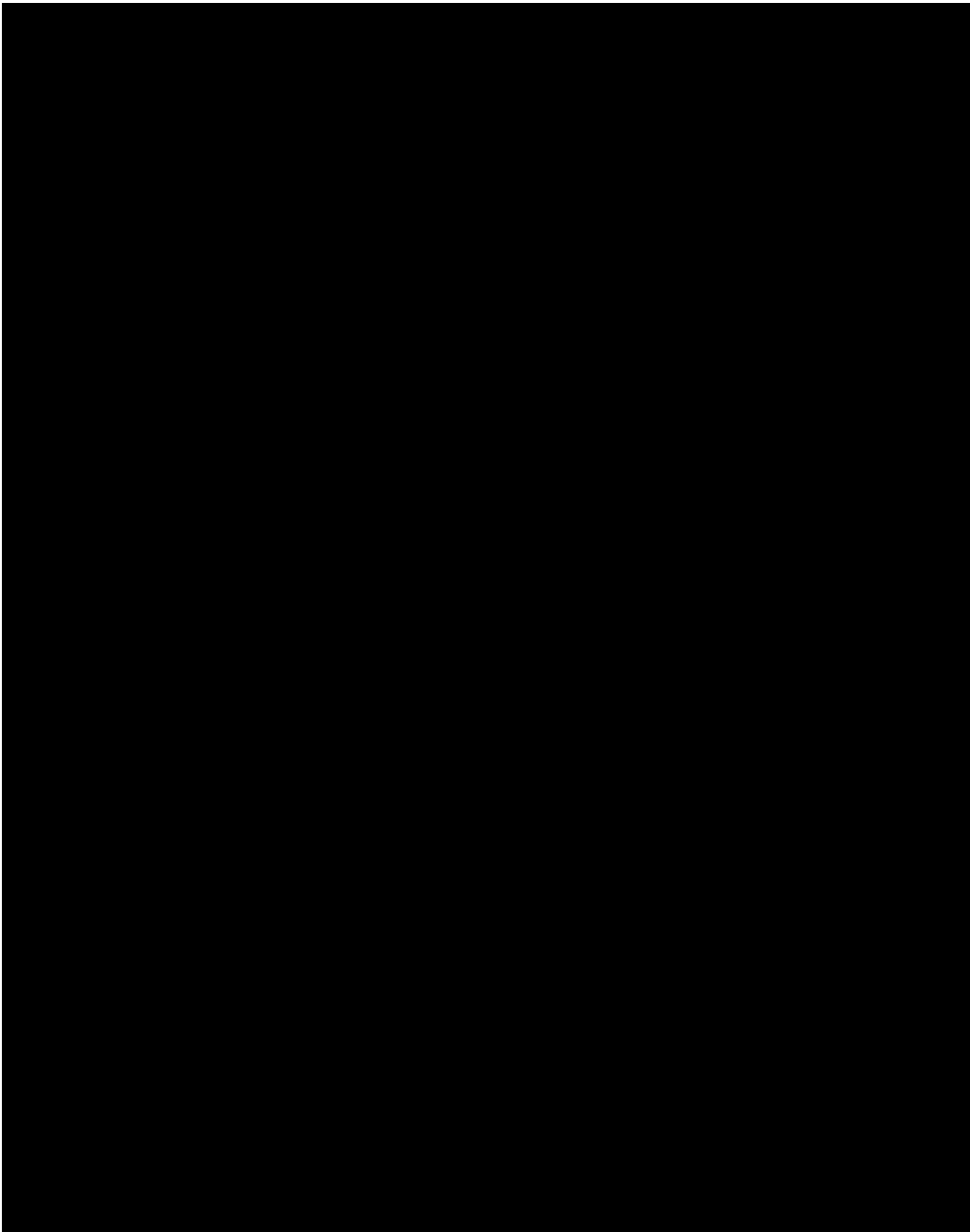
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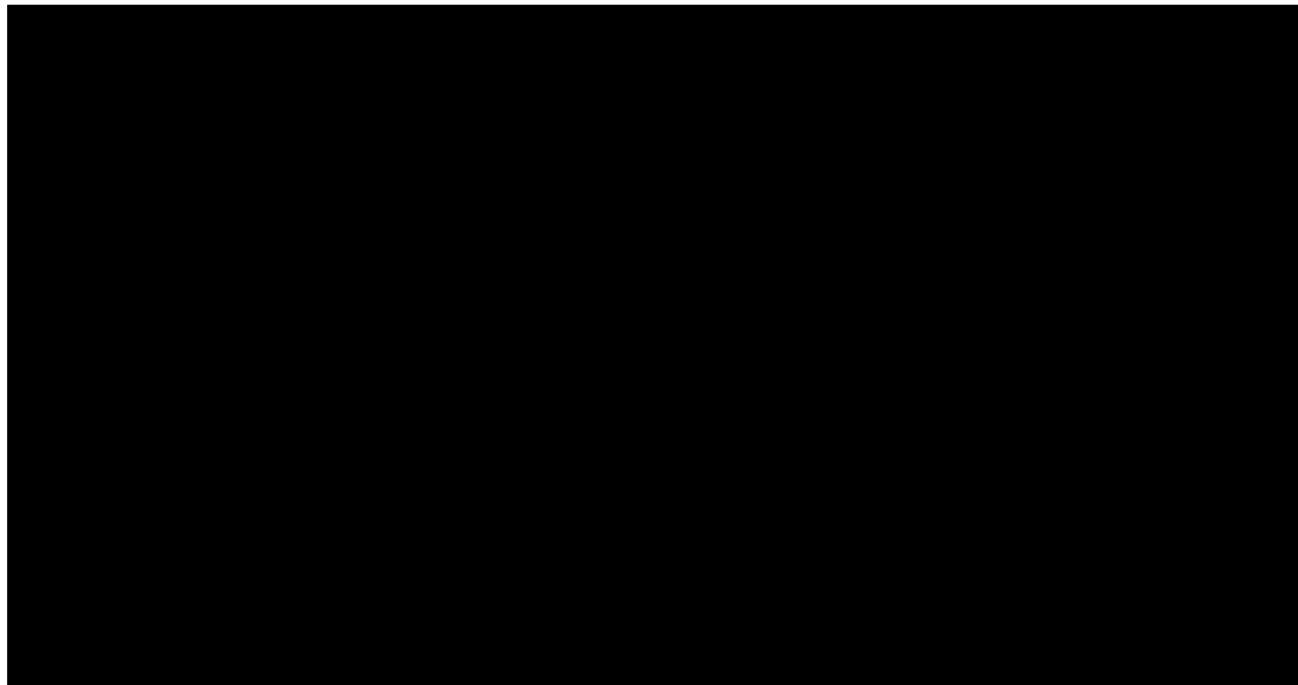




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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth above.

Licensor:

PETER QUAGLIANO, M.D.

Peter Quagliano

By: /s/ Peter Quagliano

Title: Inventor

Licensee:

BEEKLEY CORPORATION.

Margaret Traub

By: /s/ Margaret Traub

Title: Product Development Manager

sworn to and subscribed before me, in my presence
this 10 day of October 2007. A Virginia
Notary Public. In and for the State at Large.
[Signature] Notary Public

339198

EXHIBIT A
TECHNOLOGY DISCLOSURE

The Technology licensed by Licensor to Licensee consists of various formulations of liquid beverages and ready-to-mix beverage powder that can serve as vehicles, or as stand-alone entities, for formulation with various iodine-based and gadolinium-based oral contrast agents that are administered for bowel lumen opacification during CT or MR procedures.

The Technology shall include all inventions, discoveries, processes, methods, compositions, formulae, procedures, protocols, marketing ideas, techniques, packaging, labeling, results of experimentation and testing, information and data, which are not generally known, (i) embodying or produced through use of Licensor Patent Rights and associated know-how, or (ii) embodying or produced through inventions conceived, discovered or reduced to practice, whether alone or with others, by Licensor with regard to the oral contrast vehicles described herein.







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