

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4128179

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	THE UAB RESEARCH FOUNDATION	10/31/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VIVO BIOSCIENCES, INC.	
<b>Street Address:</b>	1601 12TH AVENUE SOUTH	
<b>City:</b>	BIRMINGHAM	
<b>State/Country:</b>	ALABAMA	
<b>Postal Code:</b>	35205	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7727550
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(205)244-5714	
<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>		
<b>Phone:</b>	205-458-5284	
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<b>Correspondent Name:</b>	INDIA E. VINCENT	
<b>Address Line 1:</b>	420 NORTH 20TH STREET,	
<b>Address Line 2:</b>	SUITE 3400	
<b>Address Line 4:</b>	BIRMINGHAM, ALABAMA 35203	
<b>ATTORNEY DOCKET NUMBER:</b>	0017398.0000002	
<b>NAME OF SUBMITTER:</b>	INDIA E. VINCENT	
<b>SIGNATURE:</b>	/India E. Vincent/	
<b>DATE SIGNED:</b>	11/03/2016	
<b>Total Attachments: 4</b>		
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") dated October 31, 2016, is made by and between **THE UAB RESEARCH FOUNDATION**, an Alabama non-profit corporation ("Assignor"), and **VIVO BIOSCIENCES, INC.**, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor owns all right, title, and interest in and to certain patents and other intellectual property, and licenses such property to Assignee pursuant to that certain Exclusive License Agreement dated June 15, 2005, as such agreement has heretofore been amended by the Amendment to License Agreement dated February 25, 2009 between Assignee and Assignor (as so amended, the "License Agreement");

**WHEREAS**, under the terms of that certain Asset Purchase Agreement dated October \_\_, 2016 (the "Purchase Agreement"), between Assignor and others, as sellers, and LifeNet Health ("LNH"), as buyer, LNH is purchasing simultaneously with this Assignment all of the assets of Assignee, including the Assigned IP (as defined below); and

**WHEREAS**, in connection with the Purchase Agreement, Assignor has agreed to transfer and assign the Assigned IP (as defined below) to Assignee for further assignment immediately to LNH.

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

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "Assigned IP"):

- (i) the Subject Technology (as defined in the License Agreement), together with any improvements, alterations, advances, or modifications that have been made to the Subject Technology, and any technology developed as a result of or related to the Subject Technology, whether or not patented;
- (ii) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations in part, extensions, re-examinations, and renewals thereof;
- (iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (iv) 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
- (v) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/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, dilution, 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. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Agreement upon Assignee's request. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that (i) Assignor has not previously encumbered, assigned, or delegated all or any portion of its right, title, interest, or claim in, to, or arising under the Assigned IP to any other person or entity; (ii) upon Assignor's execution and delivery of this Agreement, Assignee shall receive all of Assignor's right, title, and interest in, to and arising under the Assigned IP, free and clear of any and all liens, claims, or encumbrances; and (iii) Assignor warrants and covenants with Assignee that Assignor shall defend this assignment against the adverse claims of any other parties.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Intellectual Property Assignment Agreement as of the date first set forth above.

**ASSIGNOR:**

**THE UAB RESEARCH FOUNDATION**

By: Kathy Nugent

Name: Kathy Nugent

Title: Executive Director

**ASSIGNEE:**

**VIVO BIOSCIENCES, INC.**

By: Raj Singh

Name: RAJ SINGH

Title: President

**Exhibit A**

**Patents**

US Pat. No. 7,727,550

GB Pat. No. 2414990

HK Pat. No. 1089655

EP Pat. No. 1617854

CN Pat. No. ZL200480010779

PCT / US2004 / 005255