

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4150099

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VIVO BIOSCIENCES, INC.	11/01/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LIFENET HEALTH	
<b>Street Address:</b>	1864 CONCERT DRIVE	
<b>City:</b>	VIRGINIA BEACH	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	23453	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7727550
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(610)407-0701	
<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>	610-407-0700	
<b>Email:</b>	docket@ratnerprestia.com	
<b>Correspondent Name:</b>	RATNER PRESTIA, P.C.	
<b>Address Line 1:</b>	2200 RENAISSANCE BOULEVARD	
<b>Address Line 2:</b>	SUITE 350	
<b>Address Line 4:</b>	KING OF PRUSSIA, PENNSYLVANIA 19406	
<b>ATTORNEY DOCKET NUMBER:</b>	LNH-231US	
<b>NAME OF SUBMITTER:</b>	WILLIAM JACKSON MATNEY, JR.	
<b>SIGNATURE:</b>	/William Jackson Matney, Jr./	
<b>DATE SIGNED:</b>	11/18/2016	
<b>Total Attachments: 4</b>		
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## PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** is entered into effective as of the 1st day of November 2016, by VIVO Biosciences, Inc., a Delaware corporation (“Assignor”) in favor of LifeNet Health, a Virginia non-stock corporation (“Assignee”).

**WHEREAS**, Assignor is the owner of the issued patents and design rights appearing on Schedule A attached hereto, and any continuation, continuation-in-part or divisional applications corresponding thereto, and any reissue or reexamination thereof or to be obtained therefor, and any and all priority rights or priority claims, related thereto (the “Patent Rights”);

**WHEREAS**, Assignor and Assignee have executed that certain Asset Purchase Agreement, dated as of the 1st day of November, 2016 (the “Asset Purchase Agreement”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to the Patent Rights.

**NOW, THEREFORE**, for the consideration set forth in the Asset Purchase Agreement, Assignor hereby distributes, transfers, assigns and otherwise conveys to Assignee, all of Assignor’s right, title and interest in and to each of the Patent Rights, along with all rights to proceeds of the foregoing, including, without limitation, any rights of action of Assignor, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present or future infringement of the Patent Rights.

Assignor and Assignee shall take such actions and shall execute and deliver all such further instruments, documents or other writings that may be necessary or appropriate to carry out and effectuate the provisions of this Assignment and to establish, enforce or defend Assignee’s rights in the Patent Rights anywhere in the world.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Patent Rights.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including without limitation, all of the applicable covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Asset Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms and conditions of the Asset Purchase Agreement. In the event of any inconsistency between the terms and conditions hereof and the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This instrument shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

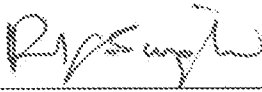
This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**VIVO BIOSCIENCES, INC.**

By: \_\_\_\_\_

Name: Raj Singh

Title: President

**ASSIGNEE:**

**LIFENET HEALTH**

By: \_\_\_\_\_

Name: Gordon Berkstresser

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**VIVO BIOSCIENCES, INC.**

By: \_\_\_\_\_

Name: Raj Singh

Title: President

**ASSIGNEE:**

**LIFENET HEALTH**

By: \_\_\_\_\_

Name: Gordon Berkstresser

Title: Chief Financial Officer

*[Signature Page – Patent Assignment Agreement]*

**PATENT**  
**REEL: 040370 FRAME: 0942**

### **Schedule A**

- 1) United States Patent No. 7,727,550 B2
- 2) United States Provisional Patent App. No. 60/449,303
- 3) CN Patent No. 100412188
- 4) China Patent App. No. ZL200480010779.X
- 5) European Patent No. 1617854
- 6) Great Britain Patent No. 2414990
- 7) Hong Kong Patent App. No. HK1089655
- 8) PCT / US2004 / 005255