

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4254004

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSET PURCHASE
RESUBMIT DOCUMENT ID:	504093626
CONVEYING PARTY DATA	
Name	Execution Date
RAPID DIAGNOSTEK, INC.	09/01/2016
RECEIVING PARTY DATA	
Name:	QORVO US, INC.
Street Address:	7628 THORNDIKE ROAD
City:	GREENSBORO
State/Country:	NORTH CAROLINA
Postal Code:	27409
PROPERTY NUMBERS Total: 27	
Property Type	Number
Application Number:	14893388
Application Number:	14850353
PCT Number:	US2014027743
PCT Number:	US2015049387
Application Number:	14893404
Application Number:	14893408
Application Number:	14893395
Application Number:	14714710
Application Number:	13872577
Patent Number:	9032782
Patent Number:	8409875
Application Number:	15035552
Application Number:	62327749
PCT Number:	US2015049912
Application Number:	61826845
Application Number:	61790076
Application Number:	62050589
Application Number:	61826920
Application Number:	61826941

PATENT

Property Type	Number
Application Number:	61826884
Application Number:	61355409
Application Number:	61405048
Application Number:	13854617
Application Number:	61903326
Application Number:	61906030
Application Number:	61906127
Application Number:	62050585

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 612-305-0403

Email: ahoernemann@mrgs.com

Correspondent Name: KEITH M. CAMPBELL

Address Line 1: 111 THIRD AVENUE SOUTH

Address Line 2: SUITE 350

Address Line 4: MINNEAPOLIS, MINNESOTA 55401

ATTORNEY DOCKET NUMBER: 468.00000000

NAME OF SUBMITTER: KEITH M. CAMPBELL

SIGNATURE: /Keith M. Campbell/

DATE SIGNED: 02/01/2017

Total Attachments: 26

source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page1.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page2.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page3.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page4.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page5.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page6.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page7.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page8.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page9.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page10.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page11.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page12.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page13.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page14.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page15.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page16.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page17.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page18.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page19.tif

source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page20.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page21.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page22.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page23.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page24.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page25.tif
source=Qorvo - Asset Purchase Agreement with RDI (Fully Executed w_Schedules) -REDACTED#page26.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with all Schedules and Exhibits hereto, this “Agreement”), dated as of September 1, 2016, is entered into between QORVO US, INC., a Delaware corporation (“Buyer”), and RAPID DIAGNOSTEK, INC., a Delaware corporation (“Seller”). Buyer and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

REDACTED

ARTICLE I SALE AND PURCHASE OF ASSETS

1.1 Transfer of Assets. Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing (as defined below) all of the assets and properties of every kind and description owned or used by Seller in connection with the operation of the Business, but excluding certain assets described in Section 1.3. The assets being sold hereunder are collectively referred to as the “Purchased Assets.” The assets described in Section 1.3 are collectively referred to as the “Excluded Assets.”

1.2 Purchased Assets. The Purchased Assets specifically include, but are not limited to, the following:

REDACTED

REDACTED

(e) Intellectual Property. All of the intellectual property used by Seller in connection with the operation of the Business other than the Excluded IP (as defined below), including, without limitation, the following: (i) all copyrighted works and registrations therefor (including the existing software and source code used in connection with the Business); (ii) all patents and applications therefor; and (iii) all confidential or proprietary processes, formulas, trade secrets, know-how and technical and other similar information, including, without limitation, algorithms, formulae, protocols, software code (in any format, including source code and executable formats), software documentation, books and reports, marketing and advertising content, audiovisual works, websites, system architectures and configurations, database schemas, non-public data, and all electronic and digital records or any kind (the "Intellectual Property"), together with the goodwill related thereto, any royalty income therefrom accruing after the Effective Time (as defined below) and all Intellectual Property Rights covered by or embodied by the Intellectual Property. As used herein, "Intellectual Property Rights" means the exclusive rights held by the owner of Intellectual Property, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the rights to use, make, have made, sell, offer to sell, and import patented subject matter and to practice patented methods; and (iii) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

3.8 Intellectual Property.

(a) Registered IP. Schedule 3.8(a) accurately identifies: (i) all patents and copyrights (other than for off-the-shelf software) that are registered, filed or issued under the authority of, with or by, any governmental authority, in which Seller has or purports to have an ownership interest of any nature (the “Registered IP”); (ii) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number; REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

QORVO US, INC.

By: 

Name:

Title:

Jeffrey C. Howland
Vice President

RAPID DIAGNOSTEK, INC.

By: _____

Name:

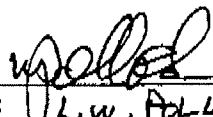
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

QORVO US, INC.

By: _____
Name: _____
Title: _____

RAPID DIAGNOSTEK, INC.

By:  _____
Name: L.W. POLLOCK
Title: CEO

Signature Page to Asset Purchase Agreement

Schedule pages 1-83 and attachments - REDACTED

Schedule 3.8(a) – Registered IP

Item	Subject matter	REDACTED		Application No.	Filing Date	REDACTED		Publication No.	REDACTED		Patent Number
1	REDACTED	REDACTED		61/826,845	23-May-13	REDACTED			REDACTED		
	PCT			PCT/US2014/039400	23-May-14			WO/2014/190295			
	US			14/893,388	23-Nov-15			US2016/0091506 A1			
	Europe			14801303	18-Dec-15			EP2999959			
	China			201480029605.1	23-Nov-15			CN105452858			
2	REDACTED	REDACTED				REDACTED			REDACTED		
				61/790,076	15-Mar-13						
				62/050,589	15-Sep-14						
	PCT			PCT/US2014/027743	14-Mar-14			WO/2014/143680			
	PCT			PCT/US2015/49387	10-Sep-15			WO/2016/044055			
	US			14/850,353	10-Sep-15			US2015/0377834			
	Europe			14/64974.3	15-Sep-15			EP2972295			
	China			201480026202.1	9-Nov-15			CN105431734			

3	REDACTED	REDACTED		REDACTED		REDACTED
	PCT	61/826,920	23-May-13			
	US	PCT/US2014/039291	23-May-14	WO/2014/190238		
	Europe	14/893,404	23-Nov-15	US2016/0103125		
	China	14800271	18-Dec-15	EP2999965		
4	REDACTED	201480028838	18-Nov-15	CN105408747		
		61/826,941	23-May-13			
	PCT	PCT/US2014/039294	23-May-14	WO/2014/190240		
	US	14/893,408	23-Nov-15	US2016/0172775		
	Europe	14801041.6	18-Dec-15	EP30000177		
5	REDACTED	201480027491.7	12-Nov-15	CN105453423		
		61/826,884	23-May-13			
	PCT	PCT/US2014/039397	23-May-14	WO/2014/190292		
	US	14/893,395	23-Nov-15	US2016/0116444		
	Europe	14801619.9	18-Dec-15	EP3000133		

	China	REDACTED			
6		201480029585.8	23-Nov-15	REDACTED	
		61/355,409	16-Jun-10		
	US	13/162,353	16-Jun-11		9,032,782
	US	14/714,710	18-May-15		
7		61/405,048	20-Oct-10	REDACTED	
		PCT/US/2011/057147	20-Oct-11		
		13/278,032	20-Oct-11		8,409,875
	Divisional	13/854,617	1-Apr-13		
Continuation		13/872,577	29-Apr-13	US2014/0154697	

		REDACTED		REDACTED		REDACTED		REDACTED	
		Europe			11835164.2	20-May-13	EP2630479		
		China			201180061100	19-Jun-13	CN201180061100.8		103403538
8	REDACTED			61/903,326	12-Nov-13				
				61/906,030	19-Nov-13				
				61/906,127	19-Nov-13				
	PCT			PCT/US2014/065151	12-Nov-14	WO/2015/073496			
9	US			15/035,552	10-May-16				
	REDACTED			62/050,585	15-Sep-14			WO 2016/044132	
	PCT			PCT/US2015/049912	8-Dec-15			A1	
10	REDACTED			62/327,749	26-Apr-16				

REDACTED

Schedule pages 88-97 - REDACTED