

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4429886

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE	
SEQUENCE:	2	
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: 1		
	Property Type	Number
	Application Number:	15511130
CORRESPONDENCE DATA		
Fax Number:	(612)305-1228	
<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:	612-305-1220	
Email:	cberling@mrgiplaw.com	
Correspondent Name:	MUETING, RAASCH & GEBHARDT, P.A.	
Address Line 1:	111 THIRD AVENUE SOUTH - SUITE 350	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55401	
ATTORNEY DOCKET NUMBER:	468.00470101	
NAME OF SUBMITTER:	KEITH M. CAMPBELL	
SIGNATURE:	/Keith M. Campbell/	
DATE SIGNED:	05/24/2017	
Total Attachments: 26		
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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

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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

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[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:

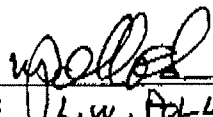
Title:

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	REDACTED
		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	REDACTED
		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	CN105431943
		61/355,409	16-Jun-10		
	US	13/162,353	16-Jun-11		
	US	14/714,710	18-May-15		US2015/0268197
7		61/405,048	20-Oct-10	REDACTED	
		PCT/US/2011/057147	20-Oct-11		WO2012/054758
		13/278,032	20-Oct-11		
	Divisional	13/854,617	1-Apr-13		US2014/0127826
Continuation		13/872,577	29-Apr-13	REDACTED	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