# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4456047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NAVIDEA BIOPHARMACEUTICALS, INC.	03/03/2017

## **RECEIVING PARTY DATA**

Name:	CARDINAL HEALTH 414, LLC	
Street Address:	7000 CARDINAL PLACE	
City:	DUBLIN	
State/Country:	ОНЮ	
Postal Code:	43017	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number				
Application Number:	15326965				
Application Number:	15326985				

#### **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.

**Email:** patent@cardinalhealth.com

Correspondent Name: CARDINAL HEALTH

Address Line 1: 1500 WAUKEGAN ROAD

Address Line 2: ATTN: KIM LUNA

Address Line 4: WAUKEGAN, ILLINOIS 60085

ATTORNEY DOCKET NUMBER:	170038/US-ORD1&2
NAME OF SUBMITTER:	ADNAN H. BOHRI
SIGNATURE:	/ADNAN H. BOHRI/
DATE SIGNED:	06/12/2017

## **Total Attachments: 6**

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504409348

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# Patent Assignment

This PATENT ASSIGNMENT, dated as of March 3, 2017 (this "<u>Patent Assignment</u>"), is executed and delivered by Navidea Biopharmaceuticals, Inc., a Delaware corporation ("<u>Assignor</u>"), in favor of Cardinal Health 414, LLC, a Delaware limited liability company ("<u>Assignee</u>").

#### RECITALS

- A. Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of November 23, 2016 (the "Asset Purchase Agreement"), pursuant to which, at the Closing, Assignor has agreed to sell, transfer, convey and assign to Assignee, and Assignee has agreed to purchase and assume from Seller, Assignor's worldwide right, title and interest in, to and under, along with other Acquired Assets, the patents and patent applications, reexaminations, extensions and counterparts claiming priority therefrom set forth on Schedule A hereto, and any other indicia of invention ownership issued or granted by a Governmental Authority, applications for any of the foregoing, including provisional, utility, design, priority and other applications, divisionals, and continuations (in whole or in part) and reissues or re-examinations of any of the foregoing (hereinafter collectively referred to as the "Patents");
- B. In accordance with the Asset Purchase Agreement, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to purchase and assume all of Assignor's worldwide right, title and interest in, to and under the Patents and in and to the inventions represented thereby;
- C. Capitalized terms used herein without definition shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, Assignor and Assignee agree as follows:

## **AGREEMENT**

Assignor hereby sells, transfers, conveys and assigns to Assignee, its successors and assigns all of Assignor's right, title and interest in, to and under the Patents and all rights to the inventions described and claimed therein, together with the right to claim priority in all foreign countries in accordance with international Legal Requirements, any and all rights corresponding to Patents in foreign countries throughout the world and all of Assignor's rights and actions for past infringement and/or misappropriation, all to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignment not been made.

Assignee agrees to execute and deliver, or cause to be executed and delivered, such further instruments and take such other actions as Assignee or Assignor may deem reasonably necessary to record the assignment of the Patents to Assignee as contemplated by this Patent Assignment.

Assignor authorizes and requests that the Unites States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee shall have the right to record this Patent Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Patents.

This Patent Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

This Patent Assignment may be executed in two or more counterparts for the convenience of the parties, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Patent Assignment by facsimile or portable document format will be effective as delivery of a manually executed counterpart to this Patent Assignment.

This Patent Assignment will be governed by, and construed in accordance with, the internal Legal Requirements of the State of Delaware, without reference to the choice of Legal Requirement or conflict of Legal Requirements principles thereof. The parties hereby agree and consent to be subject to the exclusive jurisdiction of the courts of Delaware, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such Action.

This Patent Assignment is being executed and delivered pursuant to <u>Section 2.9(a)</u> of the Asset Purchase Agreement and is not intended to in any way supersede, amend, expand, waive or otherwise modify or affect the rights and obligations of the parties under the Asset Purchase Agreement.

[signature page follows]

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4817-7030-5604, v. 1

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed as of the date first written above.

# NAVIDEA BIOPHARMACEUTICALS, INC.

By:	
Name:	Jed A, Latkin
Title: In	terim Chief Financial Officer/Chief Operating Officer
CARD	INAL HEALTH 414, LLC
By:	
Name:	
Title	

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed as of the date first written above.

# NAVIDEA BIOPHARMACEUTICALS, INC.

By:	
Name:	
Title:	
CARDINAL HEALTH 414, LLC	

Name: 17 1 1/2 A.y Olson
Title President - Nucley Pharmacy Jec/1005

[Signature Page to Patent Assignment]

# Schedule A <u>Patents</u>

Patent Cooperation Treaty	China (People's Republic)	Сапада	United States of America	Patent Cooperation Treaty	Canada	United States of America	United States of America	United States of America	Country Name
PCT/US2014/047708	201480051858.9	2918782	14/338332	PCT/US10/00222	2750230	15/233144	14/039648	13/461306	Application No.
7/22/2014	7/22/2014	7/22/2014	7/22/2014	1/28/2010	7/20/2011	8/10/2016	9/27/2013	5/1/2012	Filing Date
WO 2015/013341	105764529	2918782	US 2015- 0023876	WO 2010/087959	2750230	US 2016- 0347679	US 2014- 0023586	US 2012- 0213700	Pub. No.
1/29/2015	7/13/2016	1/29/2015	1/22/2015	1/28/2010	8/5/2010	12/1/2016	1/23/2014	8/23/2012	Pub. Date
							9439985	8545808	Patent Number
							9/13/2016	10/1/2013	Issue Date
Nationalized	Published	Published	Published	Nationalized	Published	Published	Granted	Granted	Application Status
Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders	Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders	Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders	Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders	Compositions for Radiolabeling Diethylenetriaminepentaacetic Acid (DTPA)-Dextran	Compositions for Radiolabeling Diethylenetrianninepentaacetic Acid (DTPA)-Dextran	Compositions for Radiolabeling Diethylenetrianninepentaacetic Acid (DTPA)-Dextran	Compositions for Radiolabeling Diethylenetriaminepentaacetic Acid (DTPA)-Dextran	Compositions for Radiolabeling Diethylenetriaminepentaacetic Acid (DTPA)-Dextran	Title
Fred Cope, Wendy Metz, Mike Blue; Larry Schlesinger	Gerald Ross Magneson; Richard Cushman Orahood	Gerald Ross Magneson; Richard Cushman Orahood	Gerald Ross Magneson; Richard Cushman Orahood	Gerald Ross Magneson; Richard Cushman Orahood	Gerald Ross Magneson; Richard Cushman Orahood	Inventor			

RECORDED: 06/12/2017

Patent Cooperation Treaty	Patent Cooperation Treaty	Patent Cooperation Treaty	United States of America	United States of America		Country Name
PCT/US2015/041009	PCT/US2015/041019	PCT/US2015/041036	14/803010	62/404111		Application No.
7/17/2015	7/17/2015	7/17/2015	7/17/2015	10/4/2016		Filing Date
WO 2016/011415	WO 2016/011419	WO 2016/118188	2016- 0206763			Pub. No.
1/21/2016	1/21/2016	7/28/2016	7/21/2016			Pub. Date
						Patent Number
						Issue Date
Nationalized	Nationalized	Published	Published	Pending		Application Status
Compounds and Compositions for Targeting Macrophages and other Mannose-Binding C-Type Lectin Receptor High Expressing Cells and Methods of Treating and Diagnosis Using Same.	Compositions for Targeting Macrophages and other CD206 High Expressing Cells and Methods of Treating and Diagnosis	Compounds and Compositions for Targeting Macrophages and other Mannose-Binding C-Type Lectin Receptor High Expressing Cells and Methods of Treating and Diagnosis Using Same.	Compounds and Compositions for Targeting Macrophages and other Mannose-Binding C-Type Lectin Receptor High Expressing Cells and Methods of Treating and Diagnosis Using Same.	Compositions and Methods for Diagnosing and Treating Macrophage-Related Disorders Using Carbohydrate-Based Macromolecular Carrier		Title
Schlesinger, Larry; Bachelder, Eric; Cope, Fred Jariour, Wael N.	Schlesinger, Larry; Bachelder, Eric; Cope, Fred	Fred Cope	Fred Cope	Fred Cope		Inventor