

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4859184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PEROSPHERE PHARMACEUTICALS INC.	09/29/2017
RECEIVING PARTY DATA	
Name:	PEROSPHERE TECHNOLOGIES INC.
Street Address:	20 KENOSIA AVENUE
City:	DANBURY
State/Country:	CONNECTICUT
Postal Code:	06810
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15909677
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	heather@pabstpatent.com
Correspondent Name:	PABST PATENT GROUP LLP
Address Line 1:	1545 PEACHTREE STREET, SUITE 320
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	PER 109 CON
NAME OF SUBMITTER:	HEATHER BIFFLE
SIGNATURE:	/Heather Biffle/
DATE SIGNED:	03/08/2018
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is dated as of September 29, 2017 (“Effective Date”), by and between Perosphere Pharmaceuticals Inc., a Delaware corporation (“ASSIGNOR”), and Perosphere Technologies Inc., a Delaware corporation (“ASSIGNEE”). ASSIGNOR and ASSIGNEE are herein collectively referred to as “the Parties.” Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Separation and Distribution Agreement between the Parties dated as of August 18, 2017 (as amended or otherwise modified from time to time).

WHEREAS ASSIGNOR owns the entire right, title and interest in and to the “SPINCO INTELLECTUAL PROPERTY”, defined as the Intellectual Property identified below and on the Schedules attached hereto, including (i) the United States patents and patent applications identified on Schedule I attached hereto, the non-United States patents and patent applications identified on Schedule II attached hereto, and the inventions and improvements disclosed in the aforesaid patents and patent applications, (ii) the United States trademark registrations and applications identified on Schedule III attached hereto and the non-United States trademark registrations and applications identified on Schedule IV attached hereto, together with all common law rights and goodwill associated therewith, (iii) copyrighted works (including Software) and all copyright applications and registrations therefor and the common law rights pertaining thereto which are directly related to the SpinCo Business and which are not also used by ParentCo in connection with the ParentCo Business, (iv) the domain names identified on Schedule V attached hereto, (v) trade secrets and know-how which are directly related to the SpinCo Business and which are not also used by ParentCo in connection with the ParentCo Business, and (vi) all Actions against past, present and future infringement, misappropriation or other violation of the foregoing, including the right to pursue, recover and collect all income, royalties, damages and other payments now and hereafter due and/or payable; and

WHEREAS, in furtherance of the Separation, ASSIGNOR desires to assign to ASSIGNEE all rights, title and interest in and to all SPINCO INTELLECTUAL PROPERTY, and ASSIGNEE desires to acquire all rights, title and interest in and to such SPINCO INTELLECTUAL PROPERTY.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and in the Separation and Distribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, set over and convey to ASSIGNEE, its successors, legal representatives and assigns, all worldwide rights, title and interest in and to all SPINCO INTELLECTUAL PROPERTY, including without limitation all rights, title, interest, and privileges and immunities under any treaty or convention relating to any of the SPINCO INTELLECTUAL PROPERTY. Such rights, title and interest in and to the SPINCO INTELLECTUAL PROPERTY shall be held and enjoyed by ASSIGNEE, its successors, legal representatives and assigns, as fully, entirely and exclusively as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made;

ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America and the appropriate officers of all other jurisdictions in which any of the SPINCO INTELLECTUAL PROPERTY is or may be registered or in which applications for registration are pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all rights, title and interest in and to the SPINCO INTELLECTUAL PROPERTY, and to issue to ASSIGNEE, its successors, legal representatives and assigns, all Intellectual Property grants and registrations and any legal equivalent thereof that may be granted in any country or countries foreign to the United States, in accordance with the terms of this instrument.

ASSIGNOR hereby agrees to execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives any other or additional assignments, powers and other appropriate documentation and to take such actions as are reasonable and necessary to enable ASSIGNEE to effectuate, validate and record this Assignment with the appropriate agencies and offices of all jurisdictions in which any of the SPINCO INTELLECTUAL PROPERTY is or may be registered or in which applications for registration of any of the SPINCO INTELLECTUAL PROPERTY are pending, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and other jurisdictions.

ASSIGNOR hereby agrees to provide all evidence, materials and testimony and perform such other acts necessary or reasonably requested by ASSIGNEE to obtain, maintain, defend, protect or enforce the SPINCO INTELLECTUAL PROPERTY. In the event that ASSIGNEE is unable for any reason whatsoever to secure ASSIGNOR's cooperation to which it is entitled under this and the preceding paragraph, ASSIGNOR hereby appoints ASSIGNEE as its attorney-in-fact with full authority in the place and stead of ASSIGNOR and in the name of ASSIGNOR solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and ASSIGNEE's rights in the SPINCO INTELLECTUAL PROPERTY.

This Assignment is effective as of the Effective Date.

This Assignment may be executed in counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed, performed and enforced in accordance with and governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The Parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in New York.

This Assignment shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

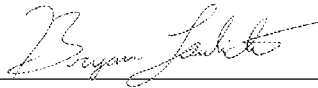
Each of the Parties represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

ASSIGNOR:

Perosphere Pharmaceuticals Inc.

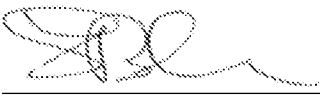
By:  _____

Name: Bryan E. Laulich

Title: President & Chief Executive Officer

ASSIGNEE:

Perosphere Technologies Inc.

By:  _____

Name: Sasha H. Bakhru

Title: President & Chief Executive Officer

Schedule I
Perosphere Pharmaceuticals Inc.
U.S. Patent Properties

Case Ref.	Country	Case Status	Title	App. No.	App. Date
PER102/CON/US	USA	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	15/480,564	Apr-06-2017
PER102/XP2/US	USA	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	14/240,706	Aug-30-2012
PER109/NAT/US	USA	Pending	Microfluidic Chip-Based, Universal Coagulation Assay	14/849,348	Sep-09-2015
PER109/PRO/US	USA	Expired	Microfluidic Chip-Based, Universal Coagulation Assay	62/048,183	Sep-09-2014

Schedule II
Perosphere Pharmaceuticals Inc.
Non-U.S. Patent Properties

Case Ref.	Country	Case Status	Title	App. No.	App. Date
PER102/PCT/WO	PCT	National Phase	Methods for Effectively and Rapidly Desensitizing Allergic Patients	PCT/US2012/053145	Aug-30-2012
PER102/XP2/AU	Australia	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	2012301814	Aug-30-2012
PER102/XP2/CA	Canada	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	2,846,858	Aug-30-2012
PER102/XP2/EP	EPO	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	12828090.6	Aug-30-2012
PER102/XP/IN	India	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	990/DELNP/2014	Aug-30-2012
PER102/XP2/JP	Japan	Pending	Methods for Effectively and Rapidly Desensitizing Allergic Patients	2014-528602	Aug-30-2012
PER109/PCT/WO	PCT	National Phase	Microfluidic Chip-Based, Universal Coagulation Assay	PCT/US2015/049198	Sep-09-2015
PER109/XP2/AE	United Arab Emirates	Pending	Microfluidic Chip-Based, Universal Coagulation Assay	P6000254/17	Sep-09-2015
PER109/XP2/AP	ARIPO	Pending	Microfluidic Chip-Based, Universal Coagulation Assay	AP/P/2017/009807	Sep-09-2015