

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6512011

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AVRAHAM MAYEVSKY	12/17/2020
RECEIVING PARTY DATA	
Name:	MDX LIFE SCIENCES, INC.
Street Address:	233 NEEDHAM ST., SUITE 300
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02464
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62941584
Application Number:	17102479
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>	
Phone:	646 472 9737
Email:	DavidBoundyEsq@gmail.com
Correspondent Name:	DAVID E BOUNDY
Address Line 1:	CAMBRIDGE TECHNOLOGY LAW LLC
Address Line 2:	P.O. BOX 590638
Address Line 4:	NEWTON, MASSACHUSETTS 02459
ATTORNEY DOCKET NUMBER:	MDX-P01-10
NAME OF SUBMITTER:	DAVID E. BOUNDY
SIGNATURE:	/David E. Boundy/
DATE SIGNED:	01/24/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=MDX-P01-10_210124_c_Declaration_and_Assignment#page1.tif	
source=MDX-P01-10_210124_c_Declaration_and_Assignment#page2.tif	
source=MDX-P01-10_210124_c_Declaration_and_Assignment#page3.tif	

source=MDX-P01-10_210124_c_Declaration_and_Assignment#page4.tif

source=MDX-P01-10_210124_c_Declaration_and_Assignment#page5.tif

AUTHENTICATION OF SIGNATURE

I the undersigned, YEHUDA KAPLAN
Notary, at 5 HAODEM ST. PETACH-TIKVA
holding license no. 2032775 hereby certify
that on December 17, 2020 there appeared
before me at my offices located at 5 Haodem
st. Petach-Tikva

Mr. MAYEVSKY AVRAHAM

☐ who is known to me personally

☒ whose identity was proved to me by Israel
I.D. no. 006518694 issued by The Ministry of
the interior at the state of Israel on 23.2.2015

And I am convinced that this person standing
before me understood fully the significance of
the action and voluntarily signed the attached
document marked with the letter "A"

In witness whereof I hereby authenticate the
signature of Mr. MAYEVSKY AVRAHAM,
by my own signature and seal today December
17, 2020

Fees paid: 195 NIS including VAT.

חתימת הנוטריון
Signature

אימות חתימה

אני הח"מ יהודה קפלן נוטריון בעל רשיון מספר
2032775 מאשר כי ביום 17 דצמבר, 2020 גניצב לפני
במשרדי שבכתובת רח' אודם 5 פתח תקווה,

(1) מר מיבסקי אברהם

☐ המוכר/ת לי באופן אישי

☒ שזהותו הוכחה לי על פי תעודת זהות ביומטרית

מס' 006518694 שניתנה מאת משרד הפנים

במדינת ישראל ביום 23.2.2015.

ושוכנעתי כי הניצב בפני הבין הבנה מלאה את
משמעות הפעולה וחתם מרצונו החופשי על המסמך
המצורף והמסומן באות "A"

ולראיה אני מאמת את חתימתו של מר מיבסקי
אברהם בחתימת ידי ובחותמי,

היום 17 דצמבר, 2020

שכר נוטריון בסך 195 ש"ח כולל מע"מ.



חותם הנוטריון
Notary's Seal

DECLARATION AND ASSIGNMENT

This DECLARATION AND ASSIGNMENT is made and entered into by and among:

Avraham MAYEVSKY, Ramat Gan, 5265023, Israel

(each an "Assignor") and MDX Life Sciences, Inc., a(an) a Delaware corporation, having an office and place of business at 233 Needham St., Suite 300, Newton, MA 02464, United States (the "Assignee") (the Assignors and Assignee collectively referred to as the "Parties").

WHEREAS each Assignor desires to assign to Assignee its entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right title and interest;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

DEFINITION: THE INVENTION

1. Invention Defined. As used in this Declaration and Assignment, "Invention" shall mean that certain

- U.S. Provisional Application Serial No. 62/941,584, filed Nov. 27, 2019
- application for Letters Patent of the United States filed on November 24, 2020 as Application Serial No. 17/102,479

and entitled Tissue Metabolic Score For Patient Monitoring, any nonprovisional, continuation, division, continuation-in-part, or substitute thereof, any application claiming priority therefrom, for any country (including the United States (US), Albania (AL), Algeria (DZ) Antigua and Barbuda (AG), Argentina (AR), Armenia (AM), Australia (AU), Austria (AT), Azerbaijan (AZ), Barbados (BB), Belarus (BY), Belgium (BE), Belize (BZ), Benin (BJ), Bosnia and Herzegovina (BA), Brazil (BR), Bulgaria (BG), Burkina Faso (BF), Cameroon (CM), Canada (CA), Central African Republic (CG), Chad (TD), Chile (CL), China (CN), Colombia (CO), Congo (CG), Costa Rica (CR), Côte d'Ivoire (CI), Croatia (HR), Cuba (CU), Cyprus (CY), Czech Republic (CZ), Denmark (DK), Dominica (DM), Ecuador (EC), Egypt (EG), Equatorial Guinea (GQ), Estonia (EE), Finland (FI), France (FR), Gabon (GA), Gambia (GM), Georgia (GE), Germany (DE), Ghana (GH), Greece (GR), Grenada (GD), Guinea (GN), Guinea-Bissau (GW), Hungary (HU), Iceland (IS), India (IN), Indonesia (ID), Ireland (IE), Israel (IL), Italy (IT), Japan (JP), Kazakhstan (KZ), Kenya (KE), Kyrgyzstan (KG), Korea (No.) (KP), Korea (So.) (KR), Latvia (LV), Lesotho (LS), Liberia (LR), Liechtenstein (LI), Lithuania (LT), Luxembourg (LU), Macedonia (MK), Madagascar (MG), Malawi (MW), Mali (ML), Mauritania (MR), Mexico (MX), Moldova (MD), Monaco (MC), Mongolia (MN), Morocco (MA), Mozambique (MZ), Netherlands (NL), New Zealand (NZ), Nicaragua (NI), Niger (NE), Norway (NO), Oman (OM), Papua New Guinea (PG), Philippines (PH), Poland (PL), Portugal (PT), Romania (RO), Russia (RU), Saint Lucia (LC), St. Vincent and the Grenadines (VC), Saudi Arabia (SA), Senegal (SN), Serbia and Montenegro (YU), Seychelles (SC), Sierra Leone (SL), Singapore (SG), Slovakia (SK), Slovenia (SI), South Africa (ZA), Spain (ES), Sri Lanka (LK), Sudan (SD or SU), Swaziland (SZ), Sweden (SE), Switzerland (CH), Syria (SY), Taiwan (TW), Tajikistan (TJ), Tanzania (TZ), Thailand (TH), Togo (TG), Trinidad and Tobago (TT), Tunisia (TN), Turkey (TR), Turkmenistan (TM), Uganda (UG), Ukraine (UA),



United Arab Emirates (AE), United Kingdom (GB), Uzbekistan (UZ), Viet Nam (VN), Zambia (ZM), Zimbabwe (ZW), or any other country), all treaty and convention rights and all rights of priority arising from the aforesaid (including under the African Intellectual Property Organization (OAPI) (OA) and its member states, the African Regional Industrial Property Organization (ARIPO) (AP) and its member states, the Eurasian Patent Organization (EAPO) (EA) and its member states, the European Patent Convention (EP) and its member states, the Patent Cooperation Treaty (WO) and its contracting states, or any regional or international patent convention), the right to apply for and be granted a patent, the right of Assignee to make application in its own name, any patent, utility model, inventors' certificate, design registration, registration, renewal, extension, reexamination, reissue or any other form of legal protection issuing on any of the aforesaid, all rights to claim priority, all inventions or discoveries disclosed or claimed in any of the aforesaid, any and all improvements in to any such invention or discovery made by Assignor during, or within one year after the termination of, employment of Assignor by Assignee or any related entity, and all rights to sue for past, present, or future infringement under any of the aforesaid.

DECLARATION

2. Declaration. Assignor declares that:

- (a) The application identified in paragraph 1 was made or authorized to be made by me.
- (b) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- (c) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

ASSIGNMENT

3. Assignment. Each Assignor hereby sells, assigns and transfers to Assignee its entire right, title, and interest in and to the Invention, as of the earliest filing date or priority date of any patent application drawn to the Invention.

4. Further Assurances. Each Assignor shall assign to Assignee any rights in the Invention as such rights arise, and shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to establish inventorship, to perfect the interest of Assignee in and to the Invention, or to substantively prosecute or enforce the Invention, including but not limited to working with Assignee's counsel to prepare, review, execute, assign, and prosecute any and all patent applications, assignments, or other lawful papers included in the Invention and all related documentation, and do all lawful acts requisite for securing or enforcing rights thereunder. Each Assignor shall not enter into any agreement, execute any assignment, or take any other action in conflict with this Declaration and Assignment. Each Assignor shall (a) communicate to Assignee any information known by Assignor that concerns the Invention and the history thereof, including all "material information" as defined in 37 C.F.R. § 1.56(a), promptly upon learning such information, (b) testify in any legal proceeding relating to the Invention or this Declaration and Assignment, and (c) generally do all further acts that may be necessary or desirable to obtain or enforce proper patent protection for the Invention. Each Assignor shall promptly notify Assignee in the event Assignor receives actual notice of any claim that arises out of or is related to use of the Invention, and to cooperate with Assignee in its defense against any such claim by making myself available at reasonable times and reasonable places to representatives of Assignee and its legal counsel.



5. Acknowledgement. Each Assignor hereby authorizes Assignee to make application for and to receive Letters Patent for the Invention in any country throughout the world in Assignor's or Assignee's name, at Assignee's election. Assignors hereby authorize and request that the competent authorities record this Assignment, and grant and issue any and all patents included in the Invention to the Assignee as the assignee of all right, title and interest therein.

6. Representations and Warranties. Each Assignor represents and warrants that (a) such Assignor has full power and authority to enter into this Assignment, (b) this Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of such Assignor, enforceable against it in accordance with the terms hereof, (c) such Assignor has not previously assigned any right or interest in the Invention to any third party, (d) such Assignor is under no obligation to assign any right or interest in the Invention to any third party, and (e) entry into this Assignment does not breach any agreement between such Assignor and any third party. Assignor hereby acknowledges that Assignee's internal and external counsel have represented only Assignee and will continue to represent only Assignee with respect to this invention.

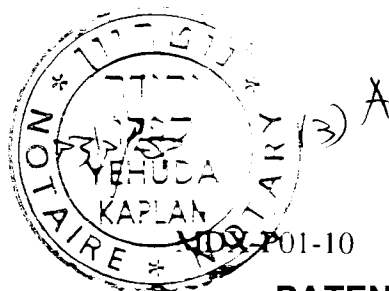
7. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and assigns.

8. Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Declaration and Assignment, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Declaration and Assignment had been executed with the invalid portion thereof eliminated therefrom. In the event that a portion of this Declaration and Assignment shall be declared to be invalid, then the parties agree that they shall enter into good faith negotiations with one another to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid. In the event that the law of any jurisdiction limits the interest in the Invention that may be assigned, this Assignment shall be construed to transfer the greatest ownership interest, right to control prosecution, maintenance, and enforcement, and share of royalties and damages permitted by the law of such jurisdiction.

9. Counterparts. Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Application once known. This Declaration and Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

10. Choice of law. This Declaration and Assignment shall be governed by, and construed in accordance with, the internal law of the Commonwealth of Massachusetts, excluding its choice of law principles.

IN WITNESS WHEREOF, the Parties have caused this Declaration and Assignment to be executed as a deed, as of the date written below.



Inventor No. 1

Avraham Mayevsky

Residence

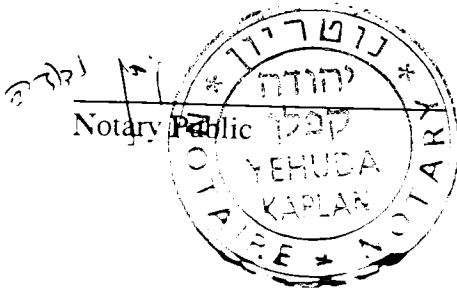
Ramat Gan 5265103 Israel

State of

ss

County of

Before me this 17 day of DECEMBER 2020, personally appeared Avraham Mayevsky to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.



EXP. 2:20 12/31

