

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6515028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALSERES PHARMACEUTICALS, INC.	01/04/2021
RECEIVING PARTY DATA	
Name:	LIKEMINDS, INC.
Street Address:	361 NEWBURY STREET, 5TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02115
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8574545
CORRESPONDENCE DATA	
Fax Number:	(617)428-7045
<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:	6174280200
Email:	patentadministrator@clarkelbing.com
Correspondent Name:	JAMES D. DECAMP
Address Line 1:	101 FEDERAL STREET, 15TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	51489-009003
NAME OF SUBMITTER:	JAN N. TITTEL
SIGNATURE:	/Jan N. Tittel/
DATE SIGNED:	01/25/2021
Total Attachments: 8	
source=Assignment & Sublicense Agreement Redacted for Recordation#page1.tif	
source=Assignment & Sublicense Agreement Redacted for Recordation#page2.tif	
source=Assignment & Sublicense Agreement Redacted for Recordation#page3.tif	
source=Assignment & Sublicense Agreement Redacted for Recordation#page4.tif	
source=Assignment & Sublicense Agreement Redacted for Recordation#page5.tif	
source=Assignment & Sublicense Agreement Redacted for Recordation#page6.tif	

source=Assignment & Sublicense Agreement Redacted for Recordation#page7.tif

source=Assignment & Sublicense Agreement Redacted for Recordation#page8.tif

AMENDMENT AND ASSIGNMENT AGREEMENT

A. THIS AMENDMENT AND ASSIGNMENT AGREEMENT (this “Agreement”) is made as of January 4, 2021, by and among Navidea Biopharmaceuticals, Inc., a Delaware corporation (“Navidea”), Alseres Pharmaceuticals, a Delaware corporation (“Alseres”) and LikeMinds, Inc., a Delaware corporation (“LikeMinds”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Sublicense Agreement (as hereinafter defined).

RECITALS:

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, Alseres would like to assign its obligations under the Sublicense Agreement and Termination Agreement to LikeMinds and LikeMinds would like to assume those obligations in exchange for receiving the right to all materials related to the Data Transfer;

WHEREAS, [REDACTED]

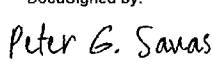
NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the undersigned parties hereby agree that:

1. Assignment and Consent. Alseres hereby assigns and transfers its rights and obligations under the Termination Agreement to LikeMinds in exchange for LikeMinds assuming all of Alseres’ obligations under the Termination Agreement [REDACTED]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Assignment Agreement effective as of the date first written above.

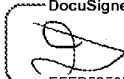
ALSERES:

ALSERES PHARMACEUTICALS, INC.

DocuSigned by:
By: 
Name: Peter G. Savas
Title: CEO

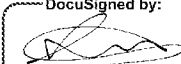
NAVIDEA:

NAVIDEA BIOPHARMACEUTICALS, INC.

DocuSigned by:
By: 
Name:
Title:

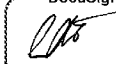
LIKEMINDS:

LIKEMINDS, INC.

DocuSigned by:
By: 
Name: Peter G. Savas
Title: CEO

LIKEMINDS:

LIKEMINDS, INC.

DocuSigned by:
By: 
Name: Robert van Nostrand
Title: LikeMinds Director

Sublicense Termination and IP Assignment Agreement

This Sublicense Termination and IP Assignment Agreement (this “Agreement”) is entered into as of this 4th day of January, 2021 and effective immediately upon execution of the GEHC License (as defined below) (the “Effective Date”), by and among **Alseres Pharmaceuticals, Inc.**, a Delaware corporation with offices at 361 Newbury Street, 5th Fl., Boston, Massachusetts 02115 (“Alseres”), **LikeMinds, Inc.**, a Delaware Corporation with offices at 361 Newbury Street, 5th Fl., Boston, Massachusetts 02115 (“LikeMinds”) and **Royalty Realization IV, LLC**, (“Royalty Realization”)(each a “Party”, and collectively, the “Parties”).

WHEREAS, Harvard and Alseres, through its predecessors, entered into a license agreement effective December 10, 1993 (the “Original Harvard License Agreement”), which was amended on May 7, 2004; further amended on August 5, 2010 in order to include the Co-owned Patent Rights (as defined in that amendment) and to effect an assignment of a 50% ownership of the same from Alseres to Harvard; and amended and restated on July 31, 2012 (“Harvard License Agreement”);

WHEREAS, Alseres entered into a sublicense under the Harvard License Agreement with LikeMinds on June 1, 2016 (“Sublicense Agreement”);

WHEREAS, [REDACTED]

WHEREAS, Harvard, Alseres and LikeMinds are entering into an agreement mutually terminating the Harvard License Agreement (the “Harvard Termination Agreement”), as part of which Harvard has assigned to LikeMinds its entire right, title and interest in and to the Co-owned Patent Rights (as defined in the Harvard License Agreement) and LikeMinds has agreed to make certain payments to Harvard;

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

NOW, THEREFORE, [REDACTED]

2.4

[REDACTED]

ARTICLE III

RELEASES

3.1

[REDACTED]

ARTICLE IV

ASSIGNMENT OF IP AND TRANSFER OF MATERIALS

4.1 Alseres hereby assigns to LikeMinds its entire right, title, and interest in and to the following:

4.1.1 the following patents and patent applications and related rights (collectively, the "Patents"):

4.1.1.1 the patent applications listed in Exhibit B and any national or international patent applications claiming priority from such patent applications anywhere in the world, including any continuation applications, divisional applications or continuations-in-part claiming priority to such patent applications;

4.1.1.2 the granted patents listed in Exhibit B and any continuation applications, divisional applications or continuations-in-part claiming priority to such patents;

4.1.1.3

[REDACTED]

4.1.1.4

[REDACTED]

4.1.1.5 and any foreign counterparts to any of the patents or applications falling within Clauses 4.1.1.1, 4.1.1.2, 4.1.1.3 or 4.1.1.4 above.

4.1.2 [REDACTED]

4.1.3 [REDACTED]

4.2 [REDACTED]

4.2.1 [REDACTED]

4.2.2 [REDACTED]

4.2.2.1 [REDACTED]

4.2.2.2 [REDACTED]

4.2.2.3 [REDACTED]

4.2.2.4 [REDACTED]

4.3 [REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Sublicense Termination and IP Assignment Agreement to be executed by their duly authorized representatives.

Alseres Pharmaceuticals, Inc.

DocuSigned by:
Peter G. Savas
By: 562D926645BA420...

Name: Peter G. Savas

Title: CEO

LikeMinds, Inc.

DocuSigned by:
Peter G. Savas
By: F2D1726DC83E4E1...

Name: Peter G. Savas

Title: CEO

Royalty Realization IV, LLC

DocuSigned by:
Thomas o Boucher jr
By: D17774E8AB9C433...

Name: Thomas Boucher

Title: Manager

LikeMinds, Inc.

DocuSigned by:
Robert Van Nostrand
By: 6832600D706A476...

Name: Robert Van Nostrand

Title: LikeMinds Director

EXHIBIT B**PATENTS**

Title	Serial No./Patent
METHODS FOR IMAGING DOPAMINE TRANSPORTER LEVEL	US 8,084,018
	PCT/US2008/081419
	CA2700468C
	EP2219682B1
LABELED IODINATED TROPANE FORMULATION	U.S. 8,986,653
	U.S. 8,574,545
	U.S. 9,757,483
	CA 2704104
	EP2212319
	PCT/CA2008/001916
METHODS FOR DIAGNOSING AND MONITORING TREATMENT OF LEWY BODY DEMENTIA BY ASSESSING DOPAMINE TRANSPORTER LEVEL	CA2703563A1
	PCT/US2008/081569
PREDICTIVE NEURODIAGNOSTIC METHODS	US 10,851,416
	US 17/103,296
	CA 2,953,179
	EP3161163
	HK 17111197.9
	PCT/US2015/037340

Title	Serial No./Patent
METHODS FOR <i>IN VIVO</i> MONITORING OF DOPAMINERGIC DISORDERS AND EFFICACY OF TREATMENT AGENTS THEREFOR	U.S. 16/485,228
	EP3579887
	PCT/US2018/017571
METHOD FOR ACCELERATED TISSUE PENETRATION OF COMPOUNDS INTO BRAIN	PCT/US2019/042331
METHOD FOR DIAGNOSIS OF DOPAMINERGIC AND MOVEMENT DISORDERS	PCT/US2019/045472
INDIVIDUAL DOSING OF RADIOACTIVE TRACERS FOR IMAGING	
	PCT/US2020/058984