

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7115670

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BAYLOR RESEARCH INSTITUTE	01/11/2022
RECEIVING PARTY DATA		
Name:	CANCER DIAGNOSTICS RESEARCH INNOVATIONS, LLC	
Street Address:	5025 STRATHMORE TERRACE	
City:	COLLEYVILLE	
State/Country:	TEXAS	
Postal Code:	76034	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16492524
CORRESPONDENCE DATA		
Fax Number:	(972)480-8865	
<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:	972-480-8800	
Email:	docket@pj-iplaw.com	
Correspondent Name:	PARKER JUSTISS, P.C.	
Address Line 1:	14241 DALLAS PARKWAY	
Address Line 2:	SUITE 620	
Address Line 4:	DALLAS, TEXAS 75254	
ATTORNEY DOCKET NUMBER:	CAND-0004US	
NAME OF SUBMITTER:	J. JOEL JUSTISS	
SIGNATURE:	/J. Joel Justiss/	
DATE SIGNED:	01/11/2022	
Total Attachments: 6		
source=CAND-0004US_BRI-to-CDRI_Assignment#page1.tif		
source=CAND-0004US_BRI-to-CDRI_Assignment#page2.tif		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the “Agreement”) dated as of January 10th, 2022 (the “Agreement Date”) is by and between Baylor Research Institute (d/b/a Baylor Scott & White Research Institute) (“Assignor”) and Cancer Diagnostics Research Innovations, LLC (“Assignee”).

W I T N E S S E T H:

WHEREAS, as of the Agreement Date, all of Assignor’s rights, title and interest in the Patents (as defined below) will be transferred to Assignee;

WHEREAS, Assignor and Assignee desire to complete and document the transfer and assignment of the Patents from Assignor to Assignee and Assignee’s assumption of all of Assignor’s rights, title and interest in the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the promises and mutual covenants set forth herein, the parties hereto agree as follows:

1. Defined Terms. In addition to the terms defined above and other terms defined in this Agreement, the following capitalized terms have the meaning set forth below for purposes of this Agreement:

“Assignment Fee” means Five Thousand Dollars (\$5,000).

“Commercially Reasonable Efforts” means, with respect to a party’s obligations or tasks under this Agreement, such party’s performance of such obligations or tasks using that level of effort, scientific, legal, and business judgment consistent with a similarly sized and funded entity in a similar area of business, and using the level of effort, scientific, legal, and business judgment as such party generally applies with respect to the development or commercialization of similarly situated pharmaceutical products as the Product at a similar stage of development or commercialization, taking into account efficacy, safety, patent and regulatory exclusivity, anticipated or approved labeling, present and future market potential, competitive market conditions, Product profitability in light of pricing and reimbursement issues including rebates under risk sharing schemes, and all other relevant factors. “Commercially Reasonable Efforts” with respect to patent prosecution and maintenance shall take into account the likelihood of success of obtaining enforceable patent claims that cover a commercial product of the party and shall take into account the party’s corporate patent strategy, including its patent strategy for its existing patent portfolio.

“Income Proceeds” means any cash, stock or other equity or in-kind consideration Assignee receives, directly or indirectly, from Net Sales or in consideration of a license of the Product or otherwise in consideration of any contingent right to obtain a license or comparable rights related to the Product (including but not limited to any fixed fee, option fee, license fee, milestone payment, royalty payment, or joint marketing fee). “Income Proceeds” shall not include reimbursements (including but not limited to reimbursements for research and development activities) or payment of employee costs (e.g., FTE costs).

“Net Sales” means the gross amount received by Assignee from a third party for the sale to such third party of Products, less the sum of the following deductions and offsets allowed, accrued, paid, or taken: (a) discounts and rebates allowed in amounts customary in the trade; (b) sales, tariff duties, and excise, use, and value-added taxes; (c) costs of packing, insurance, delivery charges, outbound transportation prepaid or allowed; (d) amounts allowed or credited on returns; and (e) commissions to agents.

“Patents” means patents and patent applications set forth in Appendix A.

“Product” means any product or component (i) whose manufacture, use, sale, offer for sale or import is covered by any claim in Patents, or (ii) which is made using a process covered by a claim in the Patents.

2. Assignment. Effective as of the Agreement Date, Assignor irrevocably conveys, transfers, assigns and delivers to Assignee, and Assignee accepts from of Assignor, all of Assignor’s right, title and interest in the following: (a) the Patents; (b) all rights of any kind whatsoever of Assignor accruing under any Patent provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Agreement Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Assumption. Upon the terms and subject to the conditions of this Agreement, Assignee shall be responsible for all costs associated with the Patents incurred from and after the Agreement Date, and, except as conveyed to Assignee pursuant to Section 1, Assignor shall retain all contractual and other obligations and liabilities with respect to the Patents incurred up to the Agreement Date, including all costs incurred up to the Agreement Date. Nothing contained herein shall be construed to impose upon Assignee any liability for any default by Assignor or any act or omission of Assignor with respect to the Patents prior to the Agreement Date.

4. Payments.

(a) Assignment Fee. On the Agreement Date, Assignee shall pay Assignor the Assignment Fee.

(b) Reimbursement of Patent Expenses. Assignee will reimburse Assignor for the patent expenses as set forth in Appendix A of this agreement within thirty (30) days after the Agreement Date, contingent upon the execution and delivery of instruments of sale, transfer, conveyance, assignment, confirmation and power of attorney for Patents. The stated amount is the estimate for past patent expenses based on invoices received by the Assignor through the Agreement Date.

(c) Royalty. If a Product is developed, upon commercialization, Assignee will pay Assignor a running royalty of four and a half percent (4.5%) of Income Proceeds of such Product

until expiration of Patents having any claim covering the Product or making the Product, provided, however, that no multiple royalties will be due because any Product is covered by more than one of the Patents and Assignee shall pay only one royalty. Royalty payments will be due quarterly within forty-five (45) days after the end of each fiscal quarter.

(d) Transfer Payment. Assignee shall be responsible for all costs associated with the transfer of the documents/files from the attorney of record to Assignee.

5. Diligence. Assignee will use such time and efforts as it determines in its sole discretion to exploit the inventions disclosed in the Patents.

6. Patent Administrative Matters. Assignee will control prosecution and maintenance of the Patents. Assignee will use such time and efforts as it determines in its sole discretion to prosecute and maintain the Patents. Assignor shall have no step-in rights in the event that Assignee abandons the Patents.

7. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution of this Agreement has been duly authorized by all necessary organizational action of such party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of that party, enforceable against that party in accordance with its terms.

8. Assignor's Representations and Warranties. Assignor represents and warrants that: (a) it is the sole and exclusive owner of the entire right, title, and interest in and to the Patents; (b) it has the right to convey the Patents to Assignee hereunder; (c) it has not granted, and is not under any obligation to grant, to any third party any ownership, right, license, lien, option, encumbrance, or other contingent or non-contingent right, title, or interest in or to the; (d) Assignor has complied in all material respects with all applicable laws in connection with the prosecution of the Patents, including any disclosure requirements of the United States Patent and Trademark Office; and (e) there is no settled, pending, or threatened litigation, claim, or proceeding alleging that any Patent is invalid or unenforceable, and it has no knowledge of any factual, legal, or other reasonable basis for any such litigation, claim, or proceeding.

9. Indemnification. Each party shall indemnify, defend, and hold harmless the other party and such other party's affiliates, officers, directors, employees, agents, successors, and assigns (each, an "Indemnatee") against any and all claims, damages, losses, costs and expenses arising out of or resulting from any claim, suit, action, or proceeding related to, arising out of, or resulting from Assignor's breach of any representation, warranty or covenant under this Agreement.

10. Further Assurances; Reasonable Cooperation. At any time and from time to time after the Agreement Date, at Assignee's request and without further consideration, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such action as Assignee may deem necessary or desirable in order more effectively to convey to Assignee, and to confirm Assignee's title to, the Patents, to put Assignee in actual possession and control thereof and to assist Assignee in exercising all rights with respect thereto, including executing

confirmations of assignment and power of attorney suitable for recordation with the United States Patent and Trademark Office and reasonably cooperating with Assignee with regard to all of the activities needed to file and record the foregoing confirmations of assignment and power of attorney. Further, each party will use Commercially Reasonable Efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper to make effective the transactions contemplated by this Agreement, including such actions as may be reasonably necessary to obtain approvals and consents of governmental authorities and other third parties as it relates to this Agreement and the Patents. Such actions at least including providing an editable copy (e.g. Word) of the patent applications for each patent family of Appendix A and providing contact information for foreign associates and annuity companies for each applicable patent of Appendix A.

11. Successors and Assigns. This Agreement may be assigned by either party: (a) to any affiliate; (b) in connection with the sale of all or substantially all of its assets associated with the business to which the Patents relates; (c) to any successor entity; or (d) to any other third party pursuant to or in connection with any agreement and plan of merger, acquisition, consolidation, reorganization, spin-off, split-up, liquidation or other similar transaction. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

12. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas. The Texas state courts of Dallas County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Assignee hereby consents to the jurisdiction of such courts.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of such parties in connection therewith.

14. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

15. Waiver of Rights. Neither party may waive any of its rights or any obligation of the other party or any provision of this Agreement except by an instrument in writing signed by that party. The parties agree that the existence of this Agreement shall not be interpreted as a waiver of any rights associated with the Patents by either party, including but not limited to any rights to challenge and enforce the Patents.

16. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Agreement Date.

**BAYLOR RESEARCH INSTITUTE (d/b/a Baylor
Scott & White Research Institute)**

DocuSigned by:
1/11/2022
Elizabeth H. Cothran
By _____
Name: Elizabeth H. Cothran
Title: VP/Chief Regulatory Officer
Signer Name: Elizabeth H. Cothran
Signing Reason: I approve this document
Signing Time: 1/11/2022 | 8:09:42 AM PST
ACAFDA212B5C4070A9A8D6469B5EB0B4

**CANCER DIAGNOSTICS RESEARCH
INNOVATIONS, LLC**

By *Jeffrey Netzer* January 10, 2022
Name: Jeffrey Netzer
Title: President

Appendix A – Patent Rights and Expenses

REF. Ref.	Country	Title	Appl. No.	Sum of Expenses
SHCS.F0017CA	Canada	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	2905949	\$ 5,371.23
SHCS.F0017EON	Switzerland	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	14768369.2	\$ -
SHCS.F0017E3E	Germany	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	14768369.2	€ -
SHCS.F0017E3FR	France	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	14768369.2	€ -
SHCS.F0017EGB	United Kingdom	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	14768369.2	\$ -
SHCS.F0017EP	European Patent Office	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	14768369.2	€ 11,787.69
SHCS.F0017US	United States of America	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	14/777414	\$ 1,590.99
SHCS.F0017US.C1	United States of America	ULCERATIVE COLITIS (UC)-ASSOCIATED COLORECTAL NEOPLASIA MARKERS	15/672778	\$ 5,508.59
SHCS.F0091US	United States of America	METHODS FOR DIAGNOSING AND TREATING ESOPHAGEAL CANCER	18/322390	\$ 3,494.91
SHCS.F0091US	United States of America	METHODS FOR DIAGNOSING AND TREATING GASTRIC CANCER USING mRNA EXPRESSION	18/482624	€ 4,822.40
				€ 32,152.29