

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8321668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DEFINED DIAGNOSTICS, LLC (FORMERLY KNOWN AS WELLSTAT DIAGNOSTICS, LLC)	05/24/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PDL BIOPHARMA, INC.
<b>Street Address:</b>	932 SOUTHWOOD BLVD
<b>City:</b>	INCLINE VILLAGE
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89451
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16514380
<b>Application Number:</b>	17526941
<b>Application Number:</b>	18532159
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)712-8525
<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>	
<b>Phone:</b>	(703) 712-8522
<b>Email:</b>	docketing@medlerferro.com, mrao@medlerferro.com, mabulaban@medlerferro.com
<b>Correspondent Name:</b>	MEDLER FERRO WOODHOUSE & MILLS
<b>Address Line 1:</b>	8201 GREENSBORO DRIVE, STE 1060
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102
<b>ATTORNEY DOCKET NUMBER:</b>	0288-0049US2_3_4
<b>NAME OF SUBMITTER:</b>	MINXI RAO, REG. NO. 76,886
<b>SIGNATURE:</b>	/Minxi Rao/
<b>DATE SIGNED:</b>	12/11/2023
<b>Total Attachments: 19</b>	
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## Patent Assignment

This PATENT ASSIGNMENT (this "Assignment"), dated as of May 24, 2017, is made by Defined Diagnostics, LLC, a Delaware limited liability company formerly known as Wellstat Diagnostics, LLC ("Seller"), having a principal place of business at 14200 Shady Grove Road, Suite 600, Rockville, MD 2085, in favor of PDL Biopharma, Inc., a Delaware corporation ("Buyer"), having a place of business at 932 Southwood Blvd., Incline Village, NV 89451.

### Recitals

Pursuant to the terms and conditions of that certain Asset Purchase Agreement entered into by Seller and Buyer, dated as of December 22, 2015, as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated as of May 24, 2017 (as so amended, the "Purchase Agreement"), Seller has conveyed, transferred and assigned to Buyer the inventions, patent applications, and patents, set forth in Attachment A (the "Patent Rights"), and agreed to execute and deliver this Assignment suitable for recordation with any necessary governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

### Assignment

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following:

(a) all Patent Rights, including all inventions embodied or described therein, and any and all applications therefor and letters patent or patents in the United States of America and all foreign countries which may be filed and granted therefore and thereon, and in and to any and all divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, and to invoke and claim for any application for patent or other form of protection for said inventions, the benefit of all rights under any and all international conventions and treaties for the protection of intellectual property, as may be amended and by any convention or treaty which may henceforth be added or substituted therefor, the same to be held and enjoyed by Buyer for its own use and benefit, and that of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, at least as fully and entirely as the same would have been held and enjoyed by Seller had this transfer not been made;

(b) any rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any income, royalties, damages and payments now or hereafter due or payable in respect of any of the foregoing and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and

claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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.

**2. Recordation and Further Actions.**

(a) Seller authorizes and requests the competent authorities to grant and to issue any and all such Patent Rights in the United States and throughout the world to and in the name of Buyer, as fully and entirely as if the same would have been held and enjoyed by Seller had this assignment, sale and transfer not been made.

(b) Seller hereby authorizes and requests the Commissioner for Patents, Commissioner for Trademarks, the Patent Offices and any other governmental officials to record and register this Assignment upon request of Buyer.

**3. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**4. Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

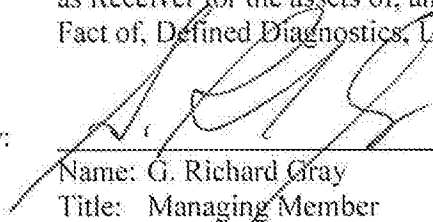
**5. Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction). All actions and proceedings arising out of or relating to this Assignment shall be heard and determined in the Circuit Court for Montgomery County, Maryland (or, solely if the Court has no jurisdiction for an applicable action or proceeding, any federal court sitting in the State of Maryland), and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

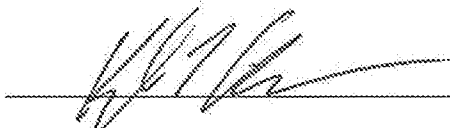
**DEFINED DIAGNOSTICS, LLC,**  
a Delaware limited liability company

By: **GRAY AND ASSOCIATES, LLC,**  
as Receiver for the assets of, and Attorney-in-  
Fact of, Defined Diagnostics, LLC

By:   
Name: G. Richard Gray  
Title: Managing Member

On this 24<sup>th</sup> day of May 2017, before me, a Notary Public, appeared G. Richard Gray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

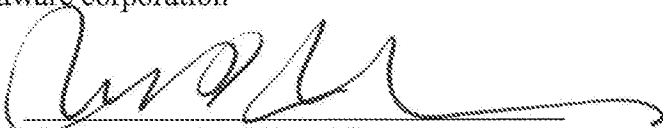
STATE OF Maryland

CITY/COUNTY OF Anne Arundel



PDL BIOPHARMA, INC.,  
a Delaware corporation


By:

  
Name: John P. McLaughlin

Title: President and Chief Executive Officer

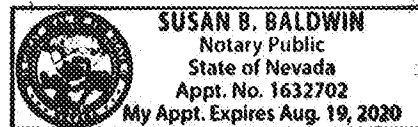
On this 23 day of May 2017, before me, a Notary Public, appeared John Peter McLaughlin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

STATE OF Nevada

CITY/COUNTY OF Washoe



Attachment A

Patent Rights

**A.1 UTILITY PATENTS AND APPLICATIONS OWNED BY SELLER**

Assays for Detecting Enzymatic Activity

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20102P	US	61/446,751	Expired	2/25/2012		
20102-PCT	WO	PCT/US12/26497	Expired			
20102-PCTUS	US	14/117,504	Granted		9,244,073	
20102-PCTEP	EP	12781581.9	Pending			Change of name to Defined Diagnostics filed 1/6/17
20102-PCTAU	AU	2012254169	Granted		MF pending, with instructions to allow lapse	
20102-PCTCA	CA	2,864,868	Pending		Pending, with instructions to allow lapse for failure to pay MF Feb. 24, 2017.	

Assays, Anti64373bodies, Immunogens and Compositions Related to 61/540,249-FU

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20106P	US	61/565,281	Expired	11/30/2012		
20106P2	US	61/665,686	Expired	6/28/2013		
20106- PCT	WO	PCT/US12/67353	Expired	5/30/2014		
20106- PCTUS	US	14/361,731	Pending			Issue Fee Paid 4/11/17; Notice to File Corrected App Papers mailed 5/8/17 (response due 7/8/17)
20106- PCTEP	EP	12852770.2	Pending			Office Action mailed 3/9/17 – Response due 7/9/17 Change of name to Defined Diagnostics filed 1/6/17
20106- PCTJP	JP	2014-544935	Abandoned			
20106- PCTCA	CA	2,857,645	Abandoned			
20106- PCTAU	AU	2012327223	Pending	Pending, with		



instructions  
to allow  
lapse

### Filtration Module

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20107P	US	61/565,253	Expired	11/30/2012		
20107-PCT	WO	PCT/US12/67041	Expired	5/30/2014		
20107-PCTUS	US	14/361,733	Pending			
20107-PCTEP	EP	12852917.9	Pending			<b>Change of name to Defined Diagnostics filed 1/6/17</b>
20107-PCTAU	AU	2012327218	Granted	Pending, with instructions to allow lapse		

### Diagnostic Systems and Instruments

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.
20108P	US	61/647,272	Expired		
20108.1	US	13/844,450	Granted		9,081,001

### Diagnostic Systems and Cartridges

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20108P	US	61/647,272	Expired	5/15/2013		
20108.2	US	13/844,527	Granted		9,075,042	
20108.2D1	US	14/732,860	Pending			

**Clinical Diagnostic System Including Instrument and Cartridge**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20108P	US	61/647,272	Expired			
20108.3-PCT	WO	PCT/US13/41252	Expired	11/15/2014		
20108.3-PCTUS	US	14/401,275	Granted		9,213,043	
20108.3-PCTEP	EP	13790062.7	Pending			<b>Change of name to Defined Diagnostics filed 1/6/17</b>
20108.3-PCTJP	JP	2015-512814	Pending	Pending, with instructions to allow lapse		
20108.3-PCTCA	CA	2,873,457	Pending	Pending, with instructions to allow lapse for failure to pay MF May 15, 2017 (unless Office Action before that)		
20108.3-PCTCN	CN	201380037637.1	Pending	Pending, with instructions to allow lapse		

20108.3-PCTAU AU 2013262815 Abandoned

**Clinical Diagnostic Systems**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20108P	US	61/647,272	Expired			
20108.4-PCT	WO	PCT/US13/41255	Expired	11/15/2014		
20108.4-PCTUS	US	14/401,278	Pending			
20108.4-PCTEP	EP	13790774.7	Pending			<b>Change of name to Defined Diagnostics filed 1/6/17</b>
20108.4-PCTJP	JP	2015-512815	Pending	Pending, with instructions to allow lapse		
20108.4-PCTCA	CA	2,873,459	Pending	Pending, with instructions to allow lapse for failure to pay MF May 15, 2017 (unless Office Action before that)		
20108.4-PCTCN	CN	201380037617.4	Abandoned			
20108.4-	AU	2013262816	Accepted			

PCTAU

**Electrochemiluminescence (ECL) Detection Reagents and Related Methods for Measuring Enzyme Activity**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.
20114P	US	61/769,044	Expired	2/25/2014	
20116P	US	61/840,820	Expired	6/28/2014	
20114-PCT	WO	PCT/US14/18425	Expired	8/25/2015	
20114-PCTUS	US	14/770,115	Pending		
20114-PCTEP	EP	14754657.6	Abandoned		
20114-PCTJP	JP	2015-559284	Pending	Pending, with instructions to allow lapse Feb. 27, 2017 for failure to Request Examination	
20114-PCTCA	CA	2,901,966	Abandoned		
20114-PCTCN	CN	201480016789.8	Abandoned		
20114-PCTAU	AU	2014218543	Pending	Pending, with instructions to lapse	

**Reagents and Methods for Assays of Kinase Inhibitors**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20115P	US	62/217,060	Expired	9/11/2016		
20115P2	US	62/217,061	Expired	9/11/2016		
	US	62/393,073	Pending	9/11/2017		Priority deadline 9/11/17
	US	62/393,074	Pending	9/11/2017		Priority deadline 9/11/17

**Antibodies and Methods for the Detection of Cell Death**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20118P	US	61/968,016	Expired	3/20/2015		
20118P2	US	61/987,668	Expired	5/2/2015		
20118-PCT	WO	PCT/US15/21678	Expired	9/20/2016		
	US	15/127,644	Pending			
	EP	15764318.0	Pending			Change of name to Defined Diagnostics filed 1/6/17

**Compositions and Methods for the Diagnosis of Lyme Disease**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.	Notes
20120P	US	62/054,671	Expired	9/24/2015		
	PCT	PCT/US2015/051665	Expired	3/24/2017		

US	15/514,264	Pending	
EP	15843414.2	Pending	<b>Rule 161 Communication mailed 5/4/17 – Claim amendments and/or fees due 11/4/17</b>

**A.2 DESIGN PATENTS AND APPLICATIONS OWNED BY SELLER**

**DIAGNOSTIC INSTRUMENT WITH A DISPLAY SCREEN**

Matter No.	Country	Serial No.	Status	Expiration	Patent/ Registration No.
D20109	US	29/420,956	Issued	12/3/2027	D694,899
D20109D 1	US	29/470,708	Issued	4/28/2029	D728,121
D20109- AR	AR	84766	Issued	11/14/202 7	84766
D20109- AU	AU	15541/2012	Issued	11/7/2022	346631
D20109- BR	BR	BR30201200586 00	Pending		
D20109- CA	CA	148275	Issued	5/16/2024	148275
D20109- CN	CN	201230548784.3	Issued	11/13/202 2	ZL201230548784 .3
D20109- HK	HK	1202258.2	Issued	11/13/203 7	1202258.2

D20109- IN	IN	249446	Issued	5/15/2027	249446
D20109- ID	ID	A00201203946	Issued	11/13/202 2	IDD0000036006
D20109- IL	IL	53345	Issued	11/1/2027	53345
D20109- JP	JP	2012-027862	Issued	5/31/2033	1473634
D20109- MX	MX	MX/E/2012/0036 39	Issued	11/15/202 7	40041
D20109- NZ	NZ	416978	Issued	5/15/2027	416978
D20109- NO	NO	20120945	Issued	11/1/2037	083794
D20109- RU	RU	2012503946/49	Issued	11/14/202 7	88017
D20109- ZA	ZA	A2012/01922	Issued	5/15/2027	A2012/01922
D20109- KR	KR	30-2012-0054243	Issued	6/10/2029	30-0747539-00- 01
D20109- TW	TW	102301313	Issued	11/5/2024	D157425
D20109- VN	VN	3-2012-01647	Issued	11/15/202 7	19450
D20109- HG	HG	79634	Issued	11/12/202 7	DM/079 634

# **SAMPLE CASSETTE FOR A DIAGNOSTIC INSTRUMENT**

Matter No.	Countr y	Serial No.	Status	Expiration	Patent/ Registration
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D20110	US	29/420,961	Issued	1/7/2028	D697,226
D20110D1	US	29/472,908	Issued	12/2/2028	D718,872
D20110D2	US	29/472,941	Issued	N/A	N/A
D20110-AR	AR	84767	Issued	11/14/2027	84767
D20110-AU	AU	15575/2012	Issued	11/8/2028	347568
D20110-AU.1	AU	10404/2013	Issued	11/8/2028	347296
D20110-AU.2	AU	10427/2013	Issued	11/8/2028	347430
D20110-AU.3	AU	10408/2013	Issued	11/8/2028	347298
D20110-AU.4	AU	10429/2013	Issued	11/8/2028	347304
D20110-BR	BR	BR302012005861 9	Pending		
D20110-CA	CA	148281	Issued	5/16/2024	148281
D20110-CN	CN	201230552730.4	Issued	11/14/2022	ZL201230552730 .4
D20110-HK	HK	1202255.6M001	Issued	11/13/2037	1202255.6M001
D20110-HK	HK	1202255.6M002	Issued	11/13/2037	1202255.6M002
D20110-HK	HK	1202255.6M003	Issued	11/13/2037	1202255.6M003
D20110-HK	HK	1202255.6M004	Issued	11/13/2037	1202255.6M004
D20110-HK	HK	1202255.6M005	Issued	11/13/2037	1202255.6M005
D20110-IN	IN	249453	Issued	5/15/2027	249453
D20110-IN.1	IN	249456	Issued	5/15/2027	249456
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D20110-ID.1	ID	A00201401777	Pending		
D20110-IL	IL	53349	Issued	11/4/2027	53349
D20110-IL.1	IL	55694	Issued	11/4/2027	55694
D20110-JP	JP	2012-027863	Issued	2/14/2034	1492751
D20110-JP.1	JP	2013-014156	Issued	2/14/2034	1492329
D20110-JP.2	JP	2013-014157	Issued	2/14/2034	1492762
D20110-MX	MX	MX/f/2012/00363 7	Issued	11/15/2027	39979
D20110-MX.1	MX	MX/f/2012/00363 8	Issued	11/15/2027	39978
D20110-NZ	NZ	416980	Issued	5/15/2027	416980
D20110-NZ.1	NZ	418208	Issued	5/15/2027	418208
D20110-NZ.2	NZ	N/A	Pending		
D20110-NO	NO	2012095	Issued	11/2/2037	083901
D20110-RU	RU	2012503962/49	Issued	11/15/2037	89760
D20110-ZA	ZA	A2012/01988	Issued	5/15/2027	A2012/01988
D20110-ZA.1	ZA	A2012/01987	Issued	5/15/2027	A2012/01987
D20110-ZA.2	ZA	A2012/01986	Issued	5/15/2027	A2012/01986
D20110-ZA.3	ZA	A2012/01985	Issued	5/15/2027	A2012/01985
D20110-ZA.4	ZA	A2012/01989	Issued	5/15/2027	A2012/01989
D20110-KR	KR	30-2012-0054246	Issued	6/10/2029	30-0747539
D20110-	KR	30-2014-0001607	Issued	10/17/2029	30-0767567-00-

KR.1					03
D20110-KR.2	KR	30-2012-0001612	Issued	10/17/2029	30-0767567-00-02
D20110-TW	TW	101306623	Issued	11/8/2024	D159880
D20110-TW.1	TW	102306309	Issued	11/8/2024	D164217
D20110-VN	VN	3-2012-01645	Issued	11/15/2027	20094
D20110-HG	HG	79634	Issued	11/12/2027	DM/079 634

**DIAGNOSTIC INSTRUMENT WITH SAMPLE CASSETTE BEING LOADED THEREIN**

Matter No.	Country	Serial No.	Status	Expiration	Patent/Registration No.
D20111	US	29/420,965	Issued	11/26/2027	D649,422
D20111D1	US	29/469,936	Issued	11/25/2028	D718,462
D20111-CA	CA	148359	Issued	5/16/2024	148359
D20111-CN	CN	201230549674.9	Issued	11/13/2022	ZL201230549674.9
D20111-HK	HK	1202256.8	Issued	11/13/2037	1202256.8
D20111-IN	IN	249447	Issued	5/15/2027	249447
D20111-IL	IL	53350	Issued	11/4/2027	53350
D20111-JP	JP	2012-027864	Issued	5/31/2033	1473635
D20111-MX	MX	MX/f/2012/003640	Issued	11/15/2027	39842
D20111-KR	KR	30-2012-0054242	Issued	6/10/2029	30-0747539

D20111-HG	HG	79634	Issued	11/12/2027	DM/079 634
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# **SAMPLE CASSETTE FOR A DIAGNOSTIC INSTRUMENT**

Matter No.	Country	Serial No.	Status	Expiration	Patent/Registration No.
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D20112-AU	AU	15577/2012	Issued	11/8/2022	346947
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D20112-HK	HK	1202257.0M002	Issued	11/13/2037	1202257.0M002
D20112-HK	HK	1202257.0M003	Issued	11/13/2037	1202257.0M003
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D20112-IL	IL	53359	Issued	11/6/2027	53359
D20112-JP	JP	2012-027865	Issued	12/20/2033	1488599
D20112-MX	MX	MX/f/2012/003641	Issued	11/15/2027	40691
D20112-MX.1	MX	MX/f/2012/003642	Issued	11/15/2027	39977
D20112-NZ	NZ	416979	Issued	5/15/2027	416979
D20112-NO	NO	20120960	Issued	11/9/2037	83930
D20112-RU	RU	2012503963/49	Pending		
D20112-ZA	ZA	A2012/01966	Issued	5/15/2027	A2012/01966
D20112-ZA.1	ZA	A2012/01965	Issued	5/15/2027	A2012/01965
D20112-ZA.2	ZA	A2012/01964	Issued	5/15/2027	A2012/01964
D20112-KR	KR	30-2012-0054245	Issued	10/17/2029	30-0767564
D20112-TW	TW	101306621	Issued	11/8/2024	D160567
D20112-TW.1	TW	102307260	Issued	11/8/2024	D162184
D20112-VN	VN	3-2012-01646	Pending		

D20112- HG 79634 Issued 11/12/2027 DM/079 634

**A.3 PATENT APPLICATIONS OWNED BY SELLER AND ABANDONED BEFORE OR DURING PROSECUTION**

**Assay Panel for Non-Alcoholic Steatohepatitis**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.
20104P	US	61/540,249	Expired		
20104-PCT	WO	PCT/US12/57826	Expired		
	AU	2012315784	Pending		

**Assays for Diabetes-Associated Autoantibodies\*\***

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.
20105P	US	61/565,281	Expired		
20105-PCT	WO	PCT/US12/64373	Expired		

\*\*JOINTLY OWNED BY WELLSTAT DIAGNOSTICS, LLC WITH U.S. GOVERNMENT (NIH)

**Detection of Disease-Associated Autoantibodies**

Matter No.	CO.	Serial No.	Status	Expiration	Patent No.
20117P	US	61/862,299	Expired	8/5/2014	