

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8385793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RANDOM WALK IMAGING AB	07/07/2023
RECEIVING PARTY DATA	
Name:	THE BRIGHAM AND WOMEN'S HOSPITAL, INC.
Street Address:	75 FRANCIS STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02115
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	16645569
Application Number:	17594685
Application Number:	16348578
Application Number:	16065086
Application Number:	16348580
Application Number:	13321332
Application Number:	14410549
Application Number:	15939991
Application Number:	18353302
Application Number:	17555944
Application Number:	12600798
Application Number:	16278723
Application Number:	14398272
Application Number:	15718613
Application Number:	14398325
Application Number:	15117770
CORRESPONDENCE DATA	
Fax Number:	(312)715-5155
<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: 3127155000
Email: pat-dept@quarles.com,dawn.meyer@quarles.com
Correspondent Name: QUARLES & BRADY LLP
Address Line 1: 411 EAST WISCONSIN AVENUE
Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	129319.RWI_BWH
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NAME OF SUBMITTER:	DAWN M. MEYER
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SIGNATURE:	/Dawn M. Meyer/
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DATE SIGNED:	01/17/2024
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Total Attachments: 7

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into as of June 1, 2023, by and between Random Walk Imaging AB, a Swedish limited company, located at Villavägen 8, 232 53, Åkarp (the "Assignor"), and The Brigham and Women's Hospital, Inc, a Massachusetts non-profit corporation, located at 75 Francis St, Boston MA 02115 ("Hospital").

W I T N E S S E T H:

WHEREAS, in course of business in the field of medical image processing, Assignor created certain intellectual property described in the Patent Rights defined in Appendix A; and

WHEREAS, Pursuant to Assignor's intellectual property policy, Assignor owns the rights in and to the Patent Rights; and

WHEREAS, Assignor intends that Hospital, rather than Assignor shall own Assignor's interests in and to the Patent Rights upon and subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Assignment of Rights.

Assignor hereby irrevocably assigns and transfers exclusively to Hospital, all right, title and interest of Assignor in and to the Patent Rights, without reservation. Assignor agrees that it will take all reasonable actions and execute all documents necessary to carry out the intent of this Agreement, including executing any documents necessary to ensure that such rights, title and interest in the Patent Rights vest in Hospital. Without limiting the generality of the foregoing, Assignor agrees to execute any and all additional documents reasonably necessary to allow Hospital, by itself or with others, prosecute or cause to issue any patents in the United States or any foreign countries related to the Patent Rights. Assignor has informed the Hospital on the use of the Patent Rights by third parties, summarized in Appendix B. The Hospital agrees on that the software dVIEWR, developed by the Assignor, can be used solely for internal research by the users listed in Appendix B. The Hospital agrees that a prototype sequence based on the Patent Rights can be used solely for internal research by the users listed in Appendix B (Table 1).

2. Representations.

Assignor hereby represents and warrants as follows:

(a) Organization. Assignor is a corporation duly formed and validly existing under the laws of Sweden and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Assignor and constitutes the valid and binding agreement of the Assignor, enforceable against it in accordance with its terms.

(b) No Conflicts. The execution, delivery and performance by Assignor of this Agreement and the consummation of the transactions contemplated hereby do not conflict with, result in a breach or violation of, constitute a default under or cause the acceleration of any material obligation under (i) any applicable law to which Assignor is subject, (ii) any contract, instrument, lease, license, patent, agreement or other commitment to which Assignor is a party, or (iii) Assignor's governing documents.

(c) No Consent. No consent, approval, license, order, authorization, registration, declaration or filing with or of any governmental agency or other third party is required by Assignor in connection with (i) the execution and delivery by Assignor of this Agreement, (ii) the assignment to Hospital of the Patent Rights, (iii) the performance by Assignor of its obligations under this Agreement or (iv) the consummation by Assignor of any of the transactions contemplated by this Agreement.

(d) Sole Owner. The Assignor is the sole owner of and holds title to all of the Patent Rights, and holds all right and title thereto. Assignor is entitled to grant the assignment to Patent Rights specified herein, and there are no liens or encumbrances in favor of, or claims of ownership by, any third party with respect to any Patent Rights.

(f) No claims. There is no suit, action, claim, arbitration, proceeding or investigation pending or, threatened against, relating to or involving the Patent Rights. Assignor's rights, title, and interests in and to the Patent Rights are not subject to any judgment, decree, injunction, rule or order of any court or arbitration. Assignor will provide reasonable assistance to Hospital in connection with Hospital's response to and/or defense of such complaint or claim.

(g) Compliance. The Assignor is and has been at all times in compliance in all material respects with all applicable laws, statutes rules, regulations, mandatory standards, and orders, including without limitation those administered or issued by the United States Food and Drug Administration (the "FDA"), with respect to the Patent Rights. Assignor has not been and is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order.

3. Consideration.

In consideration of the entering into of this Agreement by Assignor and the assignments, transfers and agreements made hereby, Hospital agrees that Assignor shall be entitled to share of Revenue, where "Revenue" means anything of value received by Hospital from licensing or optioning Patent Rights, including but not limited to license/option issue and maintenance fees, equity, minimum royalties, earned royalties, and milestone payments, but not including payments received for reimbursement of support that is not in lieu of a license/option to Patent Rights. It is agreed that, as of the date of this Agreement, the Assignor's share percentage is as follows: fifty percent (50%) of the Revenues. The timing of distribution Assignor' share of the Revenues will be concurrent with Hospital's distribution to its internal stakeholders. Notwithstanding the foregoing, if Hospital receives equity for the grant of rights with respect to the Patent Rights, that equity shall be held by Hospital until converted into cash consideration, and any cash consideration received by Hospital on account of such equity, including without limitation, dividends and the proceeds from the sale of such equity or rights shall only at that time be deemed to be proceeds entitled to be included as part of the Revenues received by Hospital hereunder. Unless RWI has been informed and a mutually acceptable course of action has been agreed upon by the Parties, Hospital shall not accept or agree to accept (a) sponsored research support from the prospective licensee in consideration for a license of Patent Rights, or (b) any form of non-cash consideration, other than equity, as part of a license/option agreement for any of the Patent Rights.

4. Recurring Reports

Upon request by Assignor, the Hospital should, no more than once annually (on any date in the period of 1st of November to 1st of December) provide the Assignor with a report on research activities and licenses related to the Patent Rights. The report should include information on all assignments, sales or licenses of Hospital's rights in and to the Patent Rights to any third party, specifying all revenues (license fees, royalties and other such revenues attributable to the use or sale of the property).

5. Patent Prosecution and Maintenance

Hospital shall be responsible for the preparation, filing, prosecution and maintenance of all patent applications and patents included in Patent Rights upon execution of this Agreement. Hospital shall

instruct the patent counsel prosecuting Patent Rights to copy Assignor on patent prosecution documents that are received from or filed with the United States Patent and Trademark Office and foreign equivalent, as applicable and give consideration to the comments and requests of Assignor or its patent counsel. Hospital shall not abandon the prosecution of all patents and patent applications in the same patent family without notifying Assignor in advance of any applicable deadline. Hospital shall not reimburse Assignor for any past patent prosecution expenses incurred by Assignor prior to the execution of this Agreement. Hospital shall make good faith efforts to negotiate reimbursement of Assignor's past patent prosecution expenses as part of future license agreements to the Patent Rights.

6. Miscellaneous.

Any notice under any of the provisions of this Agreement shall be deemed given when (a) personally delivered, or (b) sent prepaid by nationally recognized overnight carrier, or (c) deposited in the mail, postage prepaid, registered or certified first class mail, and in the case of (b) or (c), when addressed to the applicable party at the address stated below, or such other address as such party shall specify for itself by like notice to other party. A party shall in the case of (b) or (c), transmit to the other party a facsimile copy or an electronic mail copy of each such notice promptly after sending same by nationally recognized overnight carrier or depositing same in the mail, as applicable.

Notice address for Hospital:

Chief Innovation Officer
Innovation
Mass General Brigham
1 Main St, Suite 510
Cambridge, MA 02142
Ref. No: 2023-2202

Notice address for Assignor:

Random Walk Imaging
Villavägen 8,
232 53 Åkarp
Sweden
E-mail: karin@rwi.se

This Agreement shall be governed, interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts.

If any term or provision of this Agreement shall be declared invalid or illegal, the remaining terms and provisions of this Agreement shall remain in full force and effect. The failure of either party hereto to insist upon the prompt and punctual performance of any term or condition hereof, or the failure of either party to exercise any right or remedy hereunder on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasions. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective permitted successors and assigns.

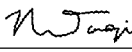
7. Use of Name.

No Party shall use, or grant the right to use, the name or insignia of the other Party or the name of any staff member, officer, employee or student of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds without the prior written approval of the Party or individual whose name is to be used.

This Agreement contains the entire agreement between the parties concerning its subject matter, and supersedes any prior oral and written agreements, commitments, understandings or communications with respect to its subject matter.

The parties hereto have executed this Agreement effective as of the date first written above.


HOSPITAL:

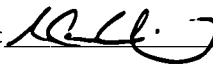
By:  June 30, 2023
Nimra Taqi
Senior Director, Business Development and Licensing - Innovation

Address for Notices:
Chief Innovation Officer, Innovation
The General Hospital Corporation
One Main Street, Suite 501
Cambridge, MA 02142
Ref. No. 2023-2202

ASSIGNOR:

Random Walk Imaging

By:  July 1-2023
Name/Title: Karin Bryske, Chairman and CEO

By:  July 2, 2023
Name/Title: Markus Nilsson, member of board of directors

Address for Notices:
Random Walk Imaging
Villavägen 8,
232 53 Åkarp
Sweden
Email: karin@rwi.se

Appendix A

Patent Rights

“Patent Rights” shall mean (a) the patents and patent applications listed in this Appendix A and, in the case of U.S. provisional application(s), including the PCT application(s) and/or the U.S. utility application(s) filed by the one-year conversion date of such application(s), (b) any patent application that claims priority to and is a continuation, divisional, reissue, renewal, reexamination, substitution or extension of any patent application identified in (a), (c) any patents issuing on any of the patent applications identified in (a) or (b), including any reissues, renewals, reexaminations, substitutions or extensions, (d) any claim of a continuation-in-part application that is entitled to the priority date of, and is directed to subject matter specifically described in at least one of the patents or patent applications identified in (a), (b), or (c) and any patents issuing thereon, (e) any foreign counterpart (including PCTs) of the foregoing and any patents which issue thereon, (f) any remaining rights related to already granted and finalized European Patents in any jurisdiction.

Application No.	Publication Date:	Publication No.	Registration Date:	Registration No.
2020264065	2020-10-29			
202080034967.5	2021-12-17	CN 113811783 A		
20795044.5	2022-03-02	3959531		
202117053172				
2021-563252				
10-2021-7038317				
17/594685	2022-07-14	US-2022-0221542-A1		
201680077398.6	2018-08-31	CN108471982A	2021-10-08	ZL 201680077398.6
16882195.7	2018-11-07	3397154		
201817022551				
2018-532460	2019-03-14	2019-507325	2023-02-14	7227438
10-2018-7021414				
16/065086	2019-01-10	US-2019-0011519	2021-09-07	11112476
2018329432	2019-03-14			
3074649	2019-03-14			
2018800556733	2020-09-01	CN 111615637 A	2022-06-14	ZL 2018800556733
18854163.5	2020-07-15	3679388		
2020-512717				
10-2020-7009466				
16/645569	2020-09-10	US-2020-0284865-A1	2022-12-13	11525880
2017356784	2018-05-17			
2017800694955	2019-06-21	CN 109923426 A	2021-09-03	ZL2017800694955
17869765.2	2019-09-18	3538910		
201927015276				
2019-522646			2022-04-11	7057355
10-2019-7015077				
16/348578	2019-11-28	US-2019-0361083	2021-07-13	11061096
201080021664.6			2014-10-01	ZL 201080021664.6
10778010.8	2012-04-11	2438454		
2011-7030447			2017-02-17	10-1709806
0950363-2		533126	2010-06-29	0950363-2

13/321332	2012-03-15	US-2012-0062229-A1	2014-08-19	8810244
2010-510266	2010-08-19	2010-527740	2013-05-02	5260637
12/600798	2010-06-17	US-2010-0152567-A1	2013-10-22	8 565 854
2018236896	2018-10-18	2018236896	2020-09-10	2018236896
2013257306	2013-11-07		2017-07-20	2013257306
201380023615.X	2015-03-25	CN 104471426 A	2017-03-01	ZL 201380023615.X
13785201.8	2015-03-18	2847606	2021-06-30	2847606
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2015-510232			2017-10-20	6228970
10-2014-7034094			2020-04-21	10-2105219
1250453-6	2013-11-05	537064	2014-12-23	1250453-6
16/273723	2019-06-20	US-2019-0187233	2020-05-12	10/649057
14/398272	2015-05-14	US-2015-0130458-A1	2018-06-12	9995812
2013257305	2013-11-07		2017-09-28	2013257305
201380023560.2	2015-03-25	CN 104471425 A	2017-03-01	ZL 201380023560.2
13785251.3	2015-03-18	2847607	2020-10-07	2847607
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2015-510231			2018-01-26	6280540
10-2014-7034093			2020-05-20	10-2115627
1250452-8	2013-11-05	537065	2014-12-23	1250452-8
15/718613			2019-05-21	10295639
14/398325	2015-04-30	US-2015-0115957-A1	2017-10-17	9791534
2015 214638	2015-08-13		2019-10-24	2015214638
201580007779.2	2016-09-28	CN 105980876 A	2019-05-17	ZL 201580007779.2
15746618.6	2016-12-21	3105606	2022-02-09	3105606
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2016-549738	2017-03-23	2017-507698	2019-06-21	6543639
10-2016-7024646			2021-08-17	10-2292673
15/117770	2016-12-08	US 2016-0356873-A1	2018-02-13	9891302
2017356785	2018-05-17			
2019-522714			2023-01-27	7218288
10-2019-7015222				
17/555944				
16/348580	2019-08-29	US-2019-0265323	2021-03-16	10948560
2013 281266	2014-01-03		2017-07-27	2013 281266
201380033778.6	2015-03-25	CN 104471423 A	2017-03-29	ZL 201380033778.6
13810505.1	2015-05-06	2867690	2021-11-24	2867690
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2502/MUMNP/2014				
2015-520119			2018-04-27	6328624
10-2015-7002610			2019-12-19	10-2059408
15/939991	2018-08-09	US-2018-0224514	2020-09-29	10788558
14/410549	2015-06-18	US-2015-0168527-A1	2018-07-24	10031204

Appendix B

RWI has research agreement with Shanghai United Imaging Healthcare Co., Ltd.. The agreement gives Shanghai United Imaging Healthcare Co., Ltd. the right to evaluate the RWI methods together with Hospitals. The agreement expires on the 15th of June 2024.

PROTOTYPE SEQUENCE

There are ongoing studies where a sequence based on the Patent Rights are used (see table 1). The sequence is provided to the institutions by Philips Healthcare.

Table 1

Institution	Contact person	e-mail	Expiration date
UMC Utrecht	Alberto de Luca	A.deluca-2@umcutrecht.nl	1 July 2024
University of British Columbia	Kolind, Shannon	shannon.kolind@ubc.ca	1 March 2025
Kennedy Krieger Institute	Peter van Zijl	pvanzijl@jhu.edu	1 July 2024
Hokkaido University faculty of science	Khin Khin Tha	kktha@pop.med.hokudai.ac.jp	31 Dec 2024
Sahlgrenska University Hospital	Oscar Jalnefjord	oscar.jalnefjord@vgregion.se	31 Dec 2023
KTH Royal Institute of Technology	Rodrigo Moreno	rodmoro@kth.se	1 June 2025
Karolinska University Hospital		Waiting for info, new contact person is to be assigned.	1 June 2026
University of Ljubljana, Faculty of Medicine	Andrej Vovk	andrej.vovk@mf.uni-lj.si	1 Feb 2025

ANALYSIS SOFTWARE

RWI has developed the analysis software dVIEWR which is covered by Patent Rights. The software is used in ongoing research studies at 4 institutions (see table 2 below).

Table 2.

Institution	Contact person	e-mail	Ongoing study until
Hokkaido University Faculty of Medicine	Khin Khin Tha	kktha@med.hokudai.ac.jp	31 st of Dec 2024
Zhongnan Hospital of Wuhan University	Haibo Xu	xuhaibo1120@hotmail.com	2 nd of Jul 2024
United Imaging	Shuheng Zhang	shuheng.zhang@united-imaging.com	1 st of Jul 2024
Harvard medical school	Carl-Fredrik Westin		20 th of Jul 2023