

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molecular Insight Pharmaceuticals, Inc.		01/16/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Progenics Pharmaceuticals, Inc.		
Street Address:	One World Trade Center		
Internal Address:	47th Floor Suite J		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4898869	AZEDRA	
Registration Number:	3613887	ULTRATRACE	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<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>			
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NAME OF SUBMITTER:	Phi Lan Tinsley		
SIGNATURE:	/philan tinsley/		
DATE SIGNED:	06/19/2017		
Total Attachments: 23			
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STOCK PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

**THE STOCKHOLDERS OF
MOLECULAR INSIGHT PHARMACEUTICALS, INC.
(THE "STOCKHOLDERS")**

**MOLECULAR INSIGHT PHARMACEUTICALS, INC.
(THE "COMPANY")**

**PROGENICS PHARMACEUTICALS, INC.
(THE "BUYER")**

AND

**HIGHLAND CAPITAL MANAGEMENT, L.P.
(THE "STOCKHOLDERS REPRESENTATIVE")**

January 16, 2013

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COMPANY DISCLOSURE SCHEDULE

Schedule A: STOCKHOLDERS

Schedule B: COMPANY NOTES

Schedule C: COMPANY WARRANTS

Exhibit A: AZEDRA PROGRAM PATENTS

Exhibit B: IMAGING (MIP-1404) PROGRAM PATENTS

Exhibit C: THERAPEUTIC (MIP-1095) PROGRAM PATENTS

Exhibit D: RUBIN AND RUDMAN LLP OPINION LETTER

Exhibit E: REGULATORY ASSETS

Exhibit F: CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION
OF THE COMPANY

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STOCK PURCHASE AND SALE AGREEMENT

THIS STOCK PURCHASE AND SALE AGREEMENT is made and entered into as of January 16, 2013 (the "Effective Date"), by and among each of the Stockholders listed on Schedule A attached hereto (each individually, a "Stockholder" and collectively, the "Stockholders"), Molecular Insight Pharmaceuticals, Inc., a Delaware corporation duly organized under law (the "Company"), Progenics Pharmaceuticals, Inc., a Delaware corporation duly organized under law (the "Buyer"), and Highland Capital Management, L.P., as stockholders' representative (the "Stockholders Representative"). The Buyer, Company, the Stockholders Representative and Stockholders are sometimes individually referred to as a "Party", and collectively, as the "Parties".

RECITALS:

All of the issued and outstanding shares of common stock, par value \$0.0001 per share, of the Company (the "Company Common Stock") are held by the Stockholders listed on Schedule A attached hereto and made a part hereof, and no other capital stock, equity securities or debt securities of the Company are issued and outstanding;

The Stockholders desire to sell, and the Buyer desires to purchase, all of the issued and outstanding shares of the Company Common Stock, for the consideration and on the terms and conditions set forth in this Agreement (collectively, the "Acquisition"); and

Immediately prior to the Closing (as hereinafter defined), (i) the Molecular Insight Pharmaceuticals, Inc. 2012 Phantom Equity Appreciation Incentive Compensation Plan (the "Incentive Compensation Plan") shall be terminated, (ii) all participants in the Incentive Compensation Plan shall agree and acknowledge that their awards under the Incentive Compensation Plan are terminated without any payment in respect thereof and will not survive the Closing, and (iii) all treasury shares held by the Company shall be cancelled.

NOW, THEREFORE, in consideration of the herein premises, agreements, promises, representations, warranties and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, accepted and agreed to, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used herein, the following terms have the following meanings:

(1) "Affiliate" means with respect to a Party, any Person that controls, is controlled by, or is under common control with such Party. For purposes of this Section 1.1(1), "control" shall refer to direct or indirect ownership of fifty (50%) percent or more of the stock or shares having the right to vote for the election of directors of such Person.

(2) "Agreement" means this Stock Purchase and Sale Agreement.

[] CONFIDENTIAL TREATMENT REQUESTED*

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(3) "Azedra Product(s)" means any therapeutic product containing or comprising any Azedra Program Compound, including Ultratrace iobenguane I 131, whether or not as the sole active ingredient and in any dosage, form or formulation.

(4) "Azedra Program" means the Company's therapeutic program for the treatment of malignant pheochromocytoma, pediatric neuroblastoma and carcinoid cancers with Ultratrace iobenguane I 131.

(5) "Azedra Program Compound" means: (a) Ultratrace iobenguane I 131; (b) any compound claimed generically or specifically or otherwise covered in any of the Azedra Program Patents, including intermediates; and (c) any derivative of any compound described in clause (a) or (b) above, whether existing on the Closing Date or generated or synthesized by or on behalf of the Buyer after the Closing.

(6) "Azedra Program Know-How" means Know-How related to the Azedra Program and not already included in the Azedra Program Patents, which Know-How is Controlled by the Company immediately prior to the Closing.

(7) "Azedra Program Patents" means inventions, applications, and patents set forth in Exhibit A annexed hereto and made a part hereof and any and all applications filed in any country based thereon, including applications in countries other than the country of priority filing under the provisions of any international convention; any and all patents, including reissues and extensions thereof, obtained in any country upon said inventions; any and all continuing applications, including divisional, continuation and continuation-in-part applications; any substitute applications; all prior applications disclosing said inventions to which the present application claims priority; and to any other applications claiming the benefit of said prior applications.

(8) "Azedra Program Technology" means the Azedra Program Patents and the Azedra Program Know-How.

(9) "Business Day" means any day other than a Saturday, Sunday or a day on which banks in New York, New York are obligated by applicable Law or executive Order to close or are otherwise generally closed.

(10) "Buyer Board" means the board of directors of the Buyer.

(11) "Buyer Common Stock" means the Buyer's common stock, with a par value of \$0.0013 per share.

(12) "Buyer Stock Certificates" means the certificates issued by the Buyer to the Stockholders for their respective Pro Rata Shares of the Buyer's Common Stock constituting the Closing Stock Payment.

(13) "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time and any successor thereto.

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(15) "Company Bylaws" means the Bylaws of the Company adopted by the Company Board as of May 12, 2011, as currently in effect.

(16) "Company Capital Stock" means the Company Common Stock and the Company Series A Preferred Stock, collectively.

(17) "Company Cash Liabilities" means (i) the Company's total Liabilities payable in cash as of the Closing Date (including an amount equal to all accounts payable and accrued Liabilities of the Company as of the Closing Date calculated in accordance with GAAP), plus (ii) the amount of all Transaction Expenses, plus (iii) the amount of all employee severance expenses [*], plus (iv) the amount of all termination fees and expenses [*], plus (v) all costs, fees and expenses of BDO USA, LLP and [*] to prepare the financial statements referred to in Section 8.7 hereof.

(18) "Company Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware on May 29, 2011, as currently in effect.

(19) "Company Data" means all data contained in any databases of the Company (including any Trade Secrets and Personal Data) and all other information and data compilations used by, or necessary to the business of, the Company.

(20) "Company Financing Documents" means (i) that certain Investors' Rights Agreement dated as of May 20, 2011, by and among the Company and the other parties thereto, and (ii) that certain Stockholders' Agreement dated as of May 20, 2011, by and among the Company and the other parties thereto.

(21) "Company IP" means all Intellectual Property in which the Company has (or purports to have) an ownership interest or an exclusive license or similar exclusive right in any field or territory.

(22) "Company IT Systems" means all information technology and computer systems relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or necessary to the conduct of the business of the Company.

(23) "Company Notes" means those certain notes or amounts owed (as set forth in Schedule B attached hereto) under that certain Credit Agreement dated as of May 20, 2011, by and among the Company, [*], as administrative agent, and the lenders named therein (the "Credit Agreement").

(24) "Company Series A Preferred Stock" means Series A convertible preferred stock, par value \$0.0001 per share, of the Company.

(25) "Company Warrants" means those certain Warrants to Purchase Series A Convertible Preferred Stock set forth in Schedule C attached hereto.

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(48) "Intellectual Property" means, collectively: (a) all United States and non-United States registered, unregistered and pending: (i) Marks; (ii) copyrights (including those in computer software), and all registrations and applications therefor; and (iii) Patents; and (b) all: (i) computer software; (ii) Trade Secrets and other Know-How; (iii) websites and webpages and related items, and all intellectual property and proprietary rights incorporated therein; and (iv) other intellectual property and proprietary rights, including, but not limited to, rights of publicity, privacy, moral rights and rights of attribution.

(49) "IRS" means the United States Internal Revenue Service.

(50) "Know-How" means inventions (whether or not patentable), invention disclosures, processes, methods, algorithms and formulae, know-how, trade secrets, technology, information, knowledge, practices, formulas, instructions, skills, techniques, technical data, designs, drawings, computer programs, apparatus, results of experiments, test data, including pharmacological, toxicological and clinical data, analytical and quality control data, manufacturing data and descriptions, market data, devices, assays, chemical formulations, notes of experiments, specifications, compositions of matter, physical, chemical and biological materials and compounds, whether in intangible, tangible, written, electronic or other form.

(51) "Knowledge" means: (a) with respect to the Company, the knowledge of a particular fact, circumstance, event or other matter of (1) [*]. and [*], (2) with respect to Section 3.6 (Intellectual Property), [*] and, with respect to Section 3.11 (Financial Statements), [*] (collectively, the "Company Representatives"), and (b) with respect to Buyer, the actual knowledge of a particular fact, circumstance, event or other matter of the Buyer's [*], [*] or [*]. Any Company Representative will, in the absence of countervailing facts, be presumed to have knowledge of a particular fact, circumstance, event or other matter if: (i) such fact, circumstance, event or other matter is conspicuously reflected in one or more documents (whether written or electronic, including electronic mails sent to or by such Company Representative) in, or that have been in, the possession of such Company Representative, including his or her personal files or (ii) such fact, circumstance, event or other matter is conspicuously reflected in one or more documents (whether written or electronic) contained in books and records of such Company Representative.

(52) "Laws" mean any statute, law, ordinance, regulation, rule, code, Order, other requirement or rule of law enacted, issued, promulgated, enforced or entered by a Governmental Authority.

(53) "Liability" means any direct or indirect indebtedness, liability, assessment, expense, claim, loss, damage, deficiency, obligation, Tax or responsibility, known or unknown, disputed or undisputed, joint or several, vested or unvested, executory or not, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, determinable or undeterminable, accrued or unaccrued, absolute or not, actual or potential, contingent or otherwise (including any liability under any guarantees, letters of credit, performance credits or with respect to insurance loss accruals), whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

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(vi) charge-back payments and rebates granted to (a) managed healthcare organizations, (b) federal, state, provincial or local governments or other agencies, (c) purchasers and reimbursers, or (d) trade customers, including wholesaler and chain and pharmacy buying groups, all only to the extent permitted by applicable Laws; and

(vii) amounts required, in Buyer's good faith judgment, to be paid to Third Parties for any licenses to blocking Patents.

All of the foregoing shall be determined in accordance with GAAP on a basis consistent with past practice of the Buyer, including in relation to the determination of the equivalent U.S. Dollar amount of any payment made in foreign currency. For avoidance of doubt and notwithstanding anything to the contrary in this Agreement, the term "Proceeds" shall not include any amounts derived from sales by Persons who did not legally acquire interests or rights in the Primary Programs directly or indirectly from the Company.

(73) "Program Assets" means any one or more of the Azedra Products, Azedra Program, Azedra Program Compound, Azedra Program Know-How, Azedra Program Patents, Imaging (MIP-1404) Product, Imaging (MIP-1404) Program Compound, Imaging (MIP-1404) Program Know-How, Imaging (MIP-1404) Program Patents, Imaging (MIP-1404) Program, Therapeutic (MIP-1095) Product, Therapeutic (MIP-1095) Program Compound, Therapeutic (MIP-1095) Program Know-How, Therapeutic (MIP-1095) Program Patents, or Therapeutic (MIP-1095) Program.

(74) "Pro-Rata Share" means, for each Stockholder, the percentage share set forth opposite such Stockholder's name on Schedule A attached hereto.

(75) "Registered IP" means all Intellectual Property that is registered, filed, issued or granted under the authority of, with or by any Governmental Authority, including all Patents, registered copyrights, and registered Marks.

(76) "Regulatory Authority" means any Governmental Authority having authority in any country, state or region to regulate, control, or administer any Law applicable to, the safety, efficacy, reliability, investigation, development, manufacture, marketing, and sale of pharmaceuticals, medical products, biological or biopharmaceuticals, including the FDA and the EMA.

(77) "Release" shall mean any release, spill, leak, emission, deposit, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposing, dumping, dispersion or migration of Hazardous Substances into, under, above, onto or from any indoor or outdoor medium, including: (i) the movement of Hazardous Substances through, in, under, above, or from any medium; (ii) the movement of Hazardous Substances off site from any real property; and (iii) the abandonment of barrels, tanks, containers or other closed receptacles containing Hazardous Substances.

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2.3 *Company Closing Cash.*

2.3.1 Estimated Closing Balance Sheet. Within two (2) Business Days prior to the Closing Date, the Company shall prepare and deliver to the Buyer a good faith estimate of the consolidated unaudited consolidated balance sheet of the Company as of the Closing Date, including payment of the Transaction Expenses (whether accrued or payable prior to or after the Closing) (the "Estimated Closing Balance Sheet"). At the Closing, the Company's cash shall exceed the Company Cash Liabilities (such excess, the "Estimated Company Closing Cash"). The Estimated Closing Balance Sheet and Estimated Company Closing Cash shall be prepared by the Company in accordance with GAAP.

2.3.2 Final Closing Balance Sheet. Following the Closing Date, the Buyer shall prepare and deliver to the Stockholders Representative, as soon as reasonably practicable but in no event later than [*] days following the Closing Date, (i) a consolidated balance sheet of the Company as of the Closing Date (the "Final Closing Balance Sheet"), including payment of the Transaction Expenses (whether accrued or payable prior to or after the Closing), (ii) any discrepancy between the amount of the Estimated Company Closing Cash (the Buyer's determination of the difference between cash of the Company at Closing and Company Cash Liabilities, the "Final Company Closing Cash"), (iii) reasonable documentation supporting any differences between the Estimated Company Closing Cash and the Final Company Closing Cash, and (iv) other supporting documentation used in the preparation of the Final Closing Balance Sheet and the Final Company Closing Cash as is reasonably requested by the Stockholders Representative. The Final Closing Balance Sheet and the Final Company Closing Cash shall be prepared in accordance with GAAP.

2.3.3 Closing Cash Dispute Resolution. If the Stockholders Representative does not deliver to the Buyer written notice of objection to the Final Company Closing Cash (which notice must contain a reasonably detailed statement of each basis for such objection) within [*] days following delivery of the Final Closing Balance Sheet by the Buyer to the Stockholders Representative, the amount of the Final Company Closing Cash delivered by the Buyer to the Stockholders Representative pursuant to Section 2.3.2 above shall be final, binding and conclusive. If the Stockholders Representative timely notifies the Buyer pursuant to the preceding sentence of an objection to the Final Company Closing Cash, the Buyer and the Stockholders Representative shall use reasonable good faith efforts to resolve such objection as promptly as practicable. If they are unable to resolve such objection within twenty (20) days of the Buyer's receipt of the Stockholders Representative's written notice of objection, the issues in dispute shall be promptly submitted for resolution to a nationally recognized independent accountant firm selected by mutual agreement of the Stockholders Representative and the Buyer (the "Arbitration Firm"); provided, however, that if the Stockholders Representative and the Buyer cannot so agree within [*] days of the Buyer's receipt of the Stockholders Representative's written notice of objection, the American Arbitration Association shall select an Arbitration Firm meeting the criteria set forth herein. The Buyer and the Stockholders Representative shall cooperate in good faith with the Arbitration Firm in connection with its efforts to resolve the issues in dispute, and the Buyer shall provide such work papers as the Arbitration Firm may reasonably request for purposes of preparing its calculation. The determination of the Arbitration Firm with respect to such issues, which shall be issued in written form to the Buyer and the Stockholders Representative, shall be final, binding and conclusive and shall not be subject to any further dispute resolution procedures, including further mediation or arbitration or formal legal proceedings.

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2.3.4 Arbitration Fees. The Buyer and the Stockholders, acting through the Stockholders Representative, shall split equally the payment of all fees of the Arbitration Firm; provided, however, in the event that the Arbitration Firm concludes that the dispute was caused by [*],[*],[*] or [*] of the Buyer or the Stockholders Representative, such party shall pay all fees of the Arbitration Firm.

2.3.5 If, upon the final determination of the Final Company Closing Cash as provided in Section 2.3.2 and Section 2.3.3, the Final Company Closing Cash exceeds the Estimated Company Closing Cash, the Buyer shall promptly deliver to the Escrow Agent an amount [*] equal to (A) such excess minus (B) any amounts, or portion thereof, payable to the Buyer at such time pursuant to Article IX hereof. Any such amounts shall be held in escrow by the Escrow Agent pursuant to this Agreement and the Escrow Agreement. If, upon the final determination of the Final Company Closing Cash as provided in Section 2.3.2 and Section 2.3.3, the Estimated Company Closing Cash exceeds the Final Company Closing Cash, the Buyer shall promptly recover from the Escrow Stock Fund (as defined below) the amount of such difference in accordance with the terms of this Agreement and the Escrow Agreement.

2.4 Escrow Funds. As partial security for the obligations of the Stockholders under Article IX hereof, the Buyer shall deposit with the Escrow Agent (i) at the Closing, 500,000 shares of Buyer Common Stock constituting part of the Closing Stock Payment (the "Escrow Stock Fund"); and (ii) after determination of the Final Company Closing Cash pursuant to Section 2.3 above, by wire transfer of immediately available funds, cash in the amount of the Final Company Closing Cash (the "Escrow Cash Fund"), each of (i) and (ii) to be held in escrow for the period ending [*] after the Closing Date by the Escrow Agent pursuant to the Escrow Agreement to be entered by the Escrow Agent, the Buyer and the Stockholders Representative at the Closing in a form acceptable to the Buyer (the "Escrow Agreement").

2.5 Closing Payment. At the Closing and subject to Section 2.4 hereof, the Buyer shall instruct the Transfer Agent to deliver a total of Four Million Five Hundred Sixty Six Thousand Two Hundred Ten (4,566,210) shares of the Buyer Common Stock (the "Closing Stock Payment") to the Stockholders pursuant to this Agreement and the Paying Agent Agreement, with the portion of the Closing Stock Payment issued to each Stockholder (and the portion of the Escrow Stock Fund attributed to such Stockholder) based on its applicable Pro-Rata Share of the Closing Stock Payment as set forth in Schedule A attached hereto. The issuance of the shares of the Buyer Common Stock comprising the Closing Stock Payment will not be registered under the Securities Act at the Closing and the Buyer shall have no obligation to register the future sale, transfer or distribution of such shares under the Securities Act at any time.

[*] CONFIDENTIAL TREATMENT REQUESTED

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complete copy of which have been provided to the Buyer. The UK Subsidiary is not in violation of any of the provisions of its organizational documents, a true, correct and complete copy of which have been provided to the Buyer. The only Subsidiary of the Company is the UK Subsidiary. The Company does not directly or indirectly own any equity or similar interest in, or any interest convertible, exchangeable or exercisable for, any equity or similar interest in any Person, other than the UK Subsidiary.

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3.5.5 All of the shares of Company Capital Stock that are or have been issued and outstanding are or were duly authorized, validly issued and fully paid and nonassessable and are free of any Liens, rights of first refusal or put or call rights created by applicable Law, the Company Certificate of Incorporation or the Company Bylaws or any Contract to which the Company is a party or by which the Company is bound. As of the Closing, the Shares shall constitute all of the outstanding and issued equity interests in the Company. There are no preemptive or similar rights (under Contract or otherwise) in respect of any equity interests in the Company. There is no Liability for dividends accrued and unpaid by the Company. The Company is not under any obligation to register under the Securities Act any shares of Company Capital Stock or any other securities of the Company currently outstanding or that may subsequently be issued.

3.5.6 No Company Warrants are outstanding and the Company has delivered to the Buyer all documentation related to the exercise of termination of each Company Warrants.

3.5.7 The authorized capital stock of the UK Subsidiary consists solely of One Thousand (1,000) Ordinary shares of which One (1) Ordinary share is issued and outstanding. The Company holds and owns of record all issued and outstanding shares of common stock of the UK Subsidiary, free and clear of all Liens. There are no outstanding Contracts or options, warrants, calls or other rights to subscribe for or purchase, or Contracts or other obligations to issue, sell or grant any options, warrants, calls or rights to acquire, any securities of the Company, or Contracts or other obligations to grant, extend, accelerate the vesting or repurchase rights of, change the price of, or otherwise amend or enter into any such option, warrant, call or right.

3.6 *Intellectual Property.*

3.6.1 Registered IP. Section 3.6.1 of the Company Disclosure Schedule accurately identifies each item of Registered IP in which the Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise) including (i) all Patents included in such Registered IP, including a listing of the country of filing, owner, filing number, date of issue or filing, expiration date and title of such Patent; and (ii) all registered Marks included in such Registered IP, including a listing of the country of filing, description of goods or services, registration or application number and date of issue. Section 3.6.1 of the Company Disclosure Schedule also identifies any other Person that has an ownership interest in any item of Registered IP listed on Section 3.6.1 of the Company Disclosure Schedule and the nature of such ownership interest. The Company has made available to the Buyer complete and accurate copies of all applications, prosecution file histories that are not publicly available and other material documents related to each item of Registered IP within the scope of Section 3.6.1(ii) above.

3.6.2 Other Company IP. Section 3.6.2 of the Company Disclosure Schedule lists all Intellectual Property (other than Trade Secrets and unregistered Copyrights) relating to the Material Programs and not included in Section 3.6.1 of the Company Disclosure Schedule.

3.6.3 Disclosure of IP Contracts.

3.6.3.1 Lists. Section 3.6.3.1 of the Company Disclosure Schedule lists any existing Contract:

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(i) Granting any Person any right to make, manufacture, use, sell or otherwise distribute any Company IP, including any Azedra Program Compound, Imaging (MIP-1404) Program Compound or Therapeutic (MIP-1095) Program Compound;

(ii) By which the Company is assigned or granted an ownership interest in any Company IP, including any Azedra Program Technology, Imaging (MIP-1404) Program Technology and Therapeutic (MIP-1095) Program Technology; or

(iii) Limiting the Company's ability to transact business exclusively related to the Company's assets and properties in any market, field or geographical area or with any Person, or that restricts the use, sale, transfer, delivery or licensing of any of the Company's assets and properties, including any covenant not to compete; provided, however, that Section 3.6.3.1 of the Company Disclosure Schedule need not list: (A) non-disclosure agreements in the Company's standard form as disclosed to the Buyer, (B) materials transfer agreements on customary terms, or (C) [*]. Section 3.6.3.1 of the Company Disclosure Schedule also lists any other Contract falling within the foregoing clauses (i), (ii), or (iii) relating to any other Material Programs or Company IP. The Contracts listed in Section 3.6.3.1 of the Company Disclosure Schedule are referred to herein as "Company IP Contracts".

[] CONFIDENTIAL TREATMENT REQUESTED*

CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION

Exhibit 10.1

3.6.3.2 Royalties. Except as set forth in Section 3.6.3.2 of the Company Disclosure Schedule, the Company is not a party to any Contract or subject to any order obligating the Company to pay any royalties, license fees or other amounts to any Person by reason of the ownership, use, exploitation, practice, sale or disposition of any of the properties or assets.

3.6.4 Ownership. Except as set forth in Section 3.6.4 of the Company Disclosure Schedule, the Company is the sole and exclusive owner of all right, title and interest to and in the Company IP (other than Intellectual Property exclusively licensed to the Company), free and clear of any and all Liens. Without limiting the generality of the foregoing:

(i) No current or former officer, director, employee, consultant or independent contractor of the Company or any other Person has any right, title or interest in, to

(ii) or under any Company IP, including Azedra Program Technology, Imaging (MIP-1404) Program Technology and Therapeutic (MIP-1095) Program Technology or with respect to any Intellectual Property relating to other Material Programs, developed by such Person in the course of providing services to the Company or otherwise, that has not been either: (A) irrevocably assigned or transferred to the Company or (B) licensed (with the right to grant sublicenses) to the Company under an exclusive, irrevocable, worldwide, royalty-free, fully-paid and assignable license;

(iii) all documents and instruments necessary to establish, perfect and maintain the rights of the Company in any Registered IP included in the Company IP have been validly executed, delivered, filed and/or recorded in a timely manner with the appropriate Governmental Authority;

(iv) each current and former employee, consultant and contractor of the Company who is or was involved in, or who has contributed to, the creation or development of any Company IP, including Azedra Program Technology, Imaging (MIP-1404) Program Technology and Therapeutic (MIP-1095) Program Technology, or any Intellectual Property relating to any other Material Programs, has executed a written agreement: (A) expressly assigning to the Company all rights, title and interest in any Company IP, including any Azedra Program Technology, Imaging (MIP-1404) Program Technology, Therapeutic (MIP-1095) Program Technology, and any Intellectual Property relating to any other Material Programs invented, created, developed, conceived or reduced to practice by such employee, consultant or contractor and (B) obligating such employee, consultant or independent contractor to maintain the confidentiality of confidential Company IP, including Azedra Program Technology, Imaging (MIP-1404) Program Technology, Therapeutic (MIP-1095) Program Technology, and any Intellectual Property relating to any other Material Programs;

(v) to the Company's Knowledge, no current or former employee, consultant or contractor is in violation of any term of any agreement within the scope of subclause (iii) above;

(vi) the Company owns or otherwise has, and after the Closing will continue to have, sufficient rights in all Intellectual Property necessary to conduct the business of the Company as currently conducted and currently planned by the Company to be conducted;

(vii) the Company has not divulged, furnished to or made accessible any of its Trade Secrets that are used in or necessary for the conduct of its business as it is currently

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conducted or is currently planned by the Company to be conducted, to any Person who is not subject to a written agreement to maintain the confidentiality of such Trade Secrets;

(viii) to the Company's Knowledge, no officer or employee of the Company is subject to any Contract with any other Person which requires such officer or employee to assign any interest in inventions or other Intellectual Property to such other Person or keep confidential any Trade Secrets, proprietary data, customer lists or other business or technical information;

[] CONFIDENTIAL TREATMENT REQUESTED
CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION*

3.6.1(ii) Marks

AZEDRA in Chinese Characters

COUNTRY CHINA
FILED 11/21/2006
REG # 5738008
STATUS REGISTERED
CLASS 05

AZEDRA in Japanese Characters

COUNTRY JAPAN
FILED 10/10/2006
APP# 2006-094027
REG # 5066165
STATUS REGISTERED
CLASS 05

AZEDRA

COUNTRY UNITED STATES
FILED 9/18/2012
APP# 85/731,453
APP# PENDING
CLASS 05

AZEDRA

COUNTRY CANADA
FILED 9/29/2006
APP# 1318394
STATUS ALLOWED
CLASS 05

AZEDRA

COUNTRY CHINA
FILED 11/5/2009

TRADEMARK

REEL: 006086 FRAME: 0564

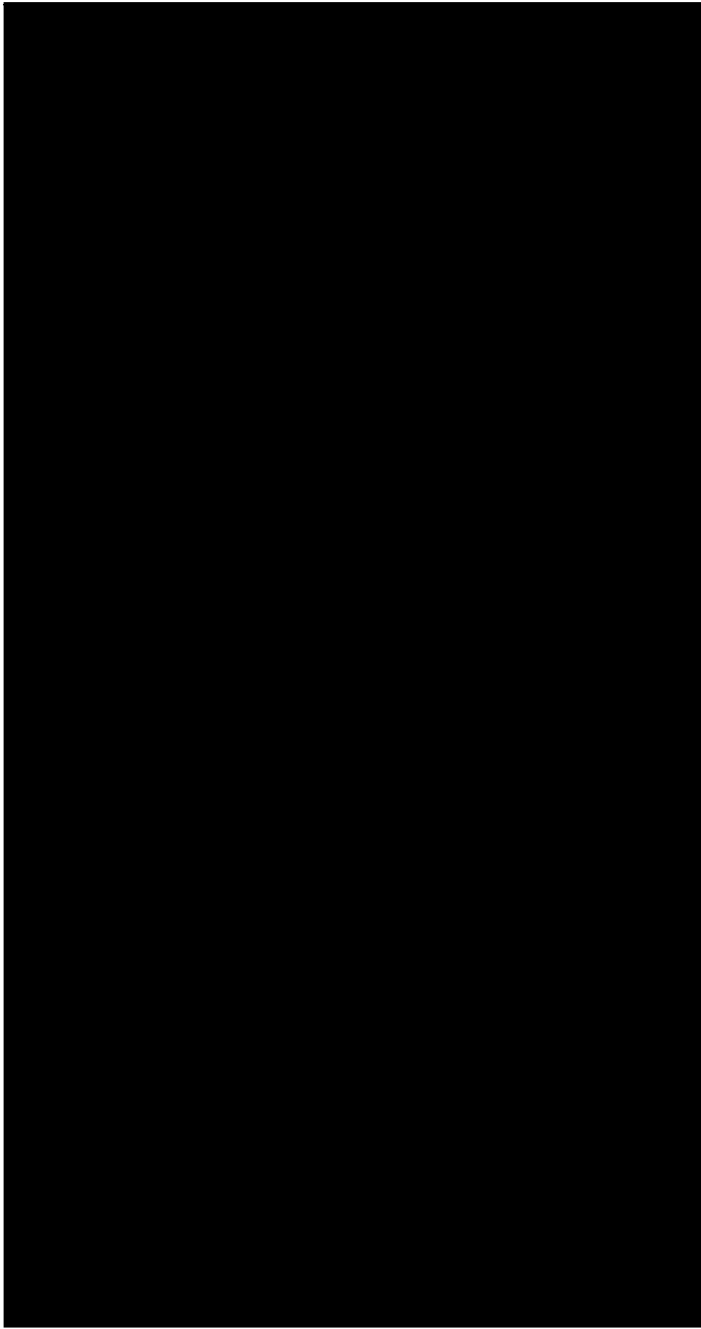
APP# 7811559
STATUS REGISTERED
CLASS 05

AZEDRA
COUNTRY JAPAN
FILED 9/29/2006
APP# 2006-090922
REG# 5048875
STATUS REGISTERED
CLASS 05

AZEDRA
COUNTRY SOUTH KOREA
FILED 9/29/2006
APP# 4020060050182
REG# 4007239490000
STATUS REGISTERED
CLASS 05

AZEDRA
COUNTRY CHINA
FILED 9/29/2006
APP# 5639800
STATUS PENDING
CLASS 005

AZEDRA
COUNTRY EUROPEAN UNION
FILED 9/29/2006
APP# 005374954
REG# 005374954
STATUS REGISTERED



ULTRATRACE
COUNTRY UNITED STATES
FILED 8/23/2005
APP# 78/698,536
REG# 3,613,887
STATUS REGISTERED
CLASS/DESCRIPTION 05 Radiopharmaceutical preparations for targeted radiotherapy of cancer.

ULTRATRACE
COUNTRY CANADA
FILED 2/22/2006
APP# 1290850
STATUS ALLOWED
CLASS/DESCRIPTION Pharmaceutical compositions, namely, radiopharmaceutical preparations for targeted radiotherapy of cancer.

