

12-01-1998

FORM PTO-1595
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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Thomas J. Meade; Scott Fraser; Russell Jacobs; Wenhong Li</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>California Institute of Technology</u></p> <p>Internal Address: _____</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 4, 1998</u></p>	<p>Street Address: <u>1200 E. California Blvd.</u></p> <p>City: <u>Pasadena</u></p> <p>State: <u>CA</u> Zip: <u>91125</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

<p>A. Patent Application No.(s)</p> <p>09/134,072</p>	<p>B. Patent No.(s)</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>ROBIN M. SILVA</u></p> <p>Internal Address: <u>FLEHR HOHBACH TEST</u> <u>ALBRITTON & HERBERT LLP</u></p> <p>Street Address: <u>SUITE 3400</u> <u>FOUR EMBARCADERO CENTER</u></p> <p>City: <u>SAN FRANCISCO</u></p> <p>State: <u>CA</u> Zip: <u>94111-4187</u></p>	<p>6. Total number of applications and patents involved: <u>One</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>06-1300</u> Please debit any underpayment or credit any overpayment to the above deposit account.</p> <p>Our Order No. <u>A-58634-5/RFT/RMS</u> (Attach duplicate of this page if paying by deposit account)</p>
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ROBIN M. SILVA

Name of Person Signing

Robin M. Silva
Signature

11/10/98
Date

Total number of pages including cover sheet, attachments and document: [7]

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Box Assignments

Washington, DC 20231

File No. A-58634-5/RFT/RMS

601433

ASSIGNMENT OF PATENT APPLICATION

"INVENTORS" means Thomas J. Meade; Scott Fraser; Russell Jacobs; Wenhong Li.

"INVENTION" means certain new and useful improvements in **MAGNETIC RESONANCE IMAGING AGENTS FOR THE DETECTION OF PHYSIOLOGICAL AGENTS**

"APPLICATION" means the U.S. Patent Application, covering the INVENTION, filed along with this Assignment.

"INSTITUTION" means California Institute of Technology, a corporation of the State of California, having a place of business at 1200 E. California Boulevard, Pasadena, 91125, State of California, telephone 626-395-4567.

"RCT" means Research Corporation Technologies, Inc., a Delaware corporation at 101 North Wilmot, 6th Floor, Tucson, Arizona 85711-3335.

1. The INVENTOR(S) made the INVENTION. Each INVENTOR is obligated to assign his or her rights, title and interest in the INVENTION and APPLICATION to the INSTITUTION.

2. RCT and the INSTITUTION are parties to an agreement under which RCT has evaluated and is now attempting to commercialize the INVENTION.

3. In furtherance of his or her obligations to the INSTITUTION, and the INSTITUTION's obligation to RCT, each INVENTOR wishes to assign his or her rights, title and interest in the INVENTION and APPLICATION to the INSTITUTION, and the INSTITUTION, in turn, wishes to assign its rights, title and interest in the INVENTION and APPLICATION to RCT.

Assignment from INVENTORS to INSTITUTION:

4. Each INVENTOR hereby assigns to INSTITUTION his or her entire right, title and interest in:

- (a) the INVENTION
- (b) the APPLICATION, all foreign applications and all divisional and continuation, in whole and in part, applications based on the APPLICATION;
- (c) all patents resulting from the APPLICATION and applications described in (b); and
- (d) all reissues, extensions, renewals and reexaminations of the patents described in (c).

5. This Assignment shall allow INSTITUTION to file the applications described in paragraph 4 in its own name (but naming the INVENTORS as the inventors) in all countries of the world (where it is permissible) and the right to claim the benefit of the priority right provided by the International Convention of 1883, as amended.

6. Each INVENTOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue to INSTITUTION all U.S. patents described in paragraph 4 that may be granted.

7. Each INVENTOR agrees for himself or herself and his or her heirs, executors and administrators to execute any further lawful documents that INSTITUTION might consider necessary to fully protect its interest in the INVENTION and the documents described in paragraph 4.

8. Each INVENTOR covenants that he or she has not granted any right or license to make, use or sell the INVENTION to anyone, except to the extent that he or she is obligated to grant a nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America pursuant to the terms of a certain Government grant(s), which license shall not be affected by the execution and delivery of this assignment.

9. Each INVENTOR also covenants that he or she has not encumbered his or her right, title and interest in the INVENTION or APPLICATION other than the exceptions listed in paragraph 8, and has not, and will not, sign any document that

conflicts with this Assignment.

Assignment from INSTITUTION to RCT

10. INSTITUTION hereby assigns to RCT its entire right, title and interest in

- (a) the INVENTION;
- (b) the APPLICATION, all foreign applications and all divisional and continuation, in whole and in part, applications based on the APPLICATION;
- (c) all patents resulting from the APPLICATION and applications described in (b); and
- (d) all reissues, extensions, renewals and reexaminations of the patents described in (c).

11. This Assignment shall allow RCT to file the applications described in paragraph 10 in its own name (but naming the INVENTORS as the inventors) in all countries of the world (where it is permissible) and the right to claim the benefit of the priority right provided by the International Convention of 1883, as amended.

12. INSTITUTION hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue to RCT all U.S. patents described in paragraph 10 that may be granted.

13. INSTITUTION agrees to execute any further lawful documents that RCT might consider necessary to fully protect its interest in the INVENTION and the documents described in paragraph 10.

14. INSTITUTION covenants that it has not granted any right or license to make, use or sell the INVENTION to anyone, except to the extent that it is obligated to grant a nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America pursuant to the terms of a certain Government grant(s), which license shall not be affected by the execution and delivery of this Assignment.

15. INSTITUTION also covenants that it has not encumbered its right, title and interest in the INVENTION or APPLICATION other than the exceptions listed in paragraph 8, and has not, and will not, sign any document that conflicts with this Assignment.

X *Thomas J. Meade*
Thomas J. Meade

X 8/4/98
Date

1656 New York Drive, Altadena, CA 91001
Address

STATE OF)
):ss.
COUNTY OF)

On this ____ day of _____, 1998, personally appeared the above-named Thomas J. Meade, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

see attached acknowledgment (p. 1 of 2)

Notary Public
My commission expires:

X *Scott Fraser*
Scott Fraser

X 8/4/98
Date

503 Dartmouth Place, La Canada, CA 91011
Address

STATE OF)
):ss.
COUNTY OF)

On this ____ day of _____, 1998, personally appeared the above-named Scott Fraser, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be his free act and deed, before me.

See attached Acknowledgment (p. 1 of 2)

Notary Public
My commission expires:

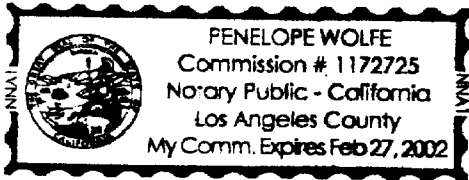
State of California

County of Los Angeles

On August 4, 1998 before me, Penelope Wolfe, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas J. Meade and Scott Fraser,
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Penelope Wolfe
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

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TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
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SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Patent Application
TITLE OR TYPE OF DOCUMENT

-5-

NUMBER OF PAGES

August 4, 1998
DATE OF DOCUMENT

Russell Jacobs and Wenhong Li
SIGNER(S) OTHER THAN NAMED ABOVE

(page 1 of 2)

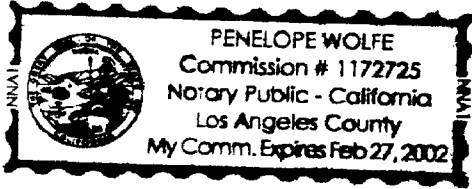
State of California

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DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Russell Jacobs and Wenhong Li-----
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ he/she/they executed the same in ~~his/her~~ his/her/their authorized capacity(ies), and that by ~~his/her~~ his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Penelope Wolfe
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DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Patent Application
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August 4, 1998
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SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Thomas J. Meade and Scott Fraser
SIGNER(S) OTHER THAN NAMED ABOVE

(page 2 of 2)