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DEPARTMENT OF COMMERCE  
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Atty Ref/Docket No.: 518.001US1

To the Honorable Commissioner of Patents and Trademarks: Please record the attached

f.

1. Name of conveying party(ies):

Creighton University

2. Name and address of receiving party(ies):

Name: Clague P. Hodgson

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

Street Address: 109 South 54th Street

3. Nature of conveyance:

[X] Assignment

[ ] Merger

[ ] Security Agreement

[ ] Change of Name

City: Omaha State: NE ZIP: 68132

[ ] Other

Additional name(s) & address(es) attached? [ ] Yes [X] No

Execution Date: October 26, 1995

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:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 08/522,336, filed November 9, 1995

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janet E. Embretson

6. Total number of applications and patents involved: 1

Address: Schwegman, Lundberg, Woessner & Kluth, P.A.  
P.O. Box 2938  
Minneapolis, MN 55402

7. Total fee (37 CFR 3.41): \$ 40.00

[X] Enclosed

[ ] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our  
Deposit account number: 19-0743

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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.

Janet E. Embretson/Reg. No. 39,665

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 6

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PATENT  
REEL: 9611 FRAME: 0989

## PATENT ASSIGNMENT AGREEMENT

This Agreement is entered into this 26th day of October, 1995 by and between Clague Hodgson ("INVENTOR"), and Creighton University ("CREIGHTON").

WHEREAS, the INVENTOR has participated in the creation of an invention, described in detail in Exhibit A, attached to and incorporated into this Assignment Agreement, titled, " \_\_\_\_\_ " ("INVENTION");

WHEREAS, CREIGHTON has determined that it is in the best interest of the parties for CREIGHTON to assign all right, title and interest CREIGHTON may have now in such INVENTION to the INVENTOR individually, and for CREIGHTON to waive any future ownership interest in the INVENTION, subject to the rights reserved below.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

1. CREIGHTON hereby assigns to INVENTOR, all of CREIGHTON'S right, title and interest to all patents, existing patent applications, and future patent applications covering the INVENTION, and to waive any future ownership interest CREIGHTON may otherwise have in such INVENTION and INVENTOR agrees to accept such assignment hereunder.

2. INVENTOR represents that he is the only inventor of the INVENTION. The INVENTOR further agrees that if other individuals contribute to the INVENTION, then those additional contributions will be contingent upon INVENTOR obtaining agreements assigning full ownership and control of those additional contributions to INVENTOR without cost to CREIGHTON.

3. In consideration for such assignment, INVENTOR agrees to waive the income share to which he would be entitled as an inventor under the University Patent Policy and to pay to CREIGHTON twenty-five percent (25%) of all compensation, transfer fees, royalty income, or the like received by INVENTOR from licensees or sublicensees to the INVENTION. Payments to CREIGHTON are payable as provided in paragraph 4 below until all of CREIGHTON'S patenting expenses, if any, have been reimbursed after which INVENTOR will pay to CREIGHTON ten percent (10%) of all compensation, transfer fees, royalty income or the like received by INVENTOR.

If commercial development of the INVENTION is undertaken by the INVENTOR in a business entity and if INVENTOR does not receive payments for license or assignment of the INVENTION as set forth above, CREIGHTON shall receive two and one-half percent (2½ %) of gross revenues attributable to the INVENTION. It shall be the primary obligation of INVENTOR to bring this obligation to the attention of the entity.

Payments to CREIGHTON from a business entity shall be made quarterly and within sixty (60) days of the end of the months of March, June, September, and December and shall include true and accurate reports of total royalties due CREIGHTON hereunder from the preceding three month period under this Agreement.

4. INVENTOR shall regularly keep full, true, and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to CREIGHTON hereunder.

INVENTOR, within thirty (30) days after December 31 of each year following the date of execution of this Agreement, shall deliver to CREIGHTON true and accurate reports of total royalties due CREIGHTON hereunder from the preceding twelve month period under this Agreement. These reports shall include at least the following, to be itemized per product and process covered by the INVENTION:

- a) Number of licensed products and licensed processes commercially used or sold by INVENTOR, his agents, licensees or sublicensees
- b) Total income due
- c) Names and addresses of all licensees and sublicensees of INVENTOR or corporation selling licensed products or products
- d) Total income due from all licensees and sublicensees, including option fees and due diligence payments.

For the term of this Agreement, upon receipt of thirty days (30) prior written notice, INVENTOR shall allow CREIGHTON or its agents to inspect such books and records for the purpose of verifying INVENTOR'S, its agents', licensees', or sublicensees' income statements relative to the INVENTION. Should such inspection lead to the discovery of a greater than five percent (5%) discrepancy in reporting to CREIGHTON'S detriment, then INVENTOR shall be responsible for all costs, expenses and attorneys fees, if any, of auditing and rectifying same, which monies shall be payable within sixty (60) days notice from CREIGHTON.

5. With each report submitted under Paragraphs 3 or 4 above, INVENTOR shall pay to CREIGHTON the sums due and payable under this Agreement. If no payments shall be due, INVENTOR shall so report. Payment shall be made payable to the "CREIGHTON UNIVERSITY SCHOOL OF MEDICINE" and sent with an Income Report to:

Office of Technology Transfer  
Creighton University School of Medicine  
2500 California Plaza  
Omaha, NE 68178

6. INVENTOR hereby grants to CREIGHTON a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use said INVENTION and any improvements thereon for research and educational purposes at CREIGHTON.

7. This Agreement may not be assigned without the prior written mutual consent of the parties.

8. This Agreement shall be governed by the laws of the State of Nebraska.

9. INVENTOR understands that said INVENTION is being assigned to him for his own personal activities. CREIGHTON does not have any responsibility to further develop the INVENTION, and CREIGHTON shall not be obligated to expend any additional funds, equipment, facilities or other resources. INVENTOR shall not use any CREIGHTON funds, equipment, facilities, or other resources to develop or support said INVENTION after execution of the Assignment Agreement.

10. INVENTOR shall be liable for his noncompliance with the terms of this Assignment. In particular, INVENTOR agrees that any damages or debts incurred by CREIGHTON as a result of INVENTOR'S noncompliance with the terms of paragraph 9 above shall be recoverable by CREIGHTON against INVENTOR'S payroll income, as provided by applicable law, when such damages or debt is created.

11. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CREIGHTON, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY CREIGHTON THAT THE PRACTICE BY INVENTOR OF THE INVENTION GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL CREIGHTON, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER CREIGHTON SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.


12. This Agreement shall terminate at the expiration of all patents, including continuing applications, which cover the INVENTION.

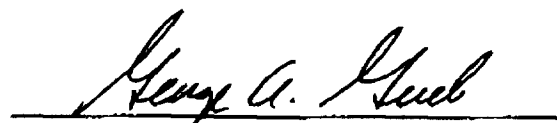
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by affixing their signatures below.

INVENTOR

CREIGHTON UNIVERSITY

  
Clague Hodgson

  
By Thomas J. Cinque, M.D.  
Dean, School of Medicine

  
George A. Grieb  
Vice President Administration and Finance

**Appendix A**

**Hodgson, U.S. Patent No. 5,354,674, issued October 11, 1994**

**U.S. application Serial No. 08/269,031, filed June 30, 1994**

**U.S. application Serial No. 08/030,766 filed March 12, 1993**

**U.S. application Serial No. 08/060,568, filed May 12, 1993**

**U.S. application Serial No. 08/097,721, filed July 26, 1993**

**U. S. application Serial No. 08/130,638, filed Oct. 1, 1993**

**U.S. application Serial No. 08/194,308, filed Feb. 7, 1994**

**U.S. application Serial No. 08/213,741 filed March 14, 1994**

**U.S. application Serial No. 08/345,355, filed Feb. 28, 1995**

**U.S. application Serial No. 08/522,336, filed September 12, 1995**