

RECORDATION FORM COVER SHEET PATENTS ONLY

01-28-1999



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Tab settings

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

1. Name of conveying party(ies):

Michael J. Stimson
John D. Simon

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 01/14/1999*

2. Name and address of receiving party(ies)

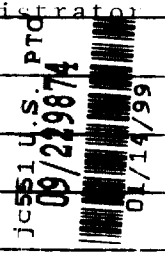
Name: Duke University

Internal Address: Patent Administrator

Street Address: Erwin Road

City: Durham State: NC ZIP: 27708

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



4. Application number(s) or patent number(s):

1.14.99

If this document is being filed together with a new application, the execution date of the application is: 01/14/1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Olive & Olive, P.A.

Internal Address: Bruce Vrana DUKU5021

01/26/1999 STIMMINTD 00000024 09229874

FC:508 Street Address: 500 Memorial St.

500 Memorial St.

City: Durham State: NC ZIP: 27701

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

BRUCE VRANA
Name of Person Signing

Bruce Vrana
Signature

1/14/99
Date

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

ASSIGNMENT

WHEREAS, WE, Michael J. Stimson and John D. Simon, have made an invention entitled "An Apparatus And Method For The Rapid Spectral Resolution Of Confocal Images" described in an application (hereinafter the Application) executed by us and about to be filed in the United States Patent and Trademark Office;

WHEREAS, Duke University, a corporation duly organized and existing under the laws of the State of North Carolina and having a place of business at Erwin Road, Durham North Carolina 27708, for the benefit of itself, its successors and assigns, (hereinafter the Assignee), is desirous of acquiring the entire right, title and interest in and to the invention, all inventions disclosed in the application (hereinafter the Invention), the Application, and any and all Letters Patent of the United States and of all other countries including any divisional, continuation, continuation-in-part, extension, reexamination, renewal and reissue thereof which may be granted for the Invention (hereinafter the Patents);

NOW THEREFORE, for good and valuable consideration to us paid by the Assignee, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer to the Assignee the entire right, title and interest in and to the Invention, the Application and the Patents;

TO HAVE, HOLD AND ENJOY the Invention, the Application and the Patents assigned hereby to the Assignee for its own use and benefit to the end of the term or terms for which the Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States and the appropriate officers of all foreign patent offices to issue the Patents to the Assignee in accordance with the terms of this instrument.

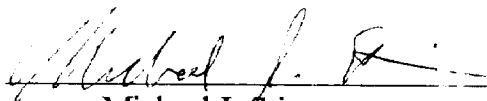
AND WE HEREBY further agree to execute and sign without further consideration any other legal document, assignment and any divisional, continuation, continuation-in-part, extension, reexamination, renewal, reissue, or other application in and for all patents that may be deemed appropriate and necessary by the Assignee fully to secure to the Assignee its interests as aforesaid in the Invention, the Application and the Patents.

AND WE further covenant and agree that we will at any time upon request communicate to the Assignee or its legal representative, any facts known to us relating to the Invention, the Application and the Patents and will testify truthfully as to the same in any interference, litigation or any other proceeding related thereto when requested to do so.

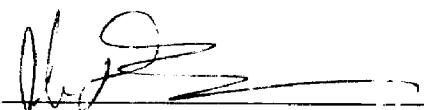
AND WE do hereby covenant for ourselves and our legal representatives that we have not assigned or granted any license to make, use or sell the Invention and that we will not purport to assign, license or execute any instrument to that effect in conflict with this assignment

IN WITNESS WHEREOF, each of us hereby states: I have hereunto set my hand and seal on the date set forth below.

1/14/1999
Date


Michael J. Stimson

1/14/1999
Date


John D. Simon