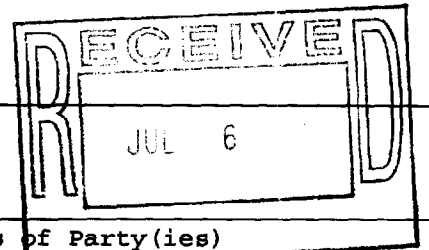


07-12-1999



101087736



To The Commissioner of Paten
Please record the attached document or copy thereof.

1. Name of Party(ies) conveying an interest: **7.6.99**
David F. Wilson
Sergei A. Vinogradov

Additional name(s) of Parties attached? **No**

2. Name and Address of Party(ies) receiving an interest:
The Trustees of the University of Pennsylvania
3700 Market St. - Suite 300
Center for Technology Transfer
UNIVERSITY OF PENNSYLVANIA
Philadelphia, PA 19104-3147

Additional name(s) and address(es) of Parties **No** Attached? **No**

3. Description of interest conveyed:
 Assignment Change of Name
 Security Agreement Merger
 Other
Execution Date **February 8, 1999**

4. Application number(s) or patent number(s).
Additional numbers attached? **No**

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s):
09/183,235

B. Patent No.(s):

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

**Michael B. Fein, Esquire
DILWORTH PAXSON LLP
3200 Mellon Bank Center
1735 Market Street
Philadelphia, PA 19103-7595**

6. Number of applications and patents involved: **1**

7. Total Fee (37 C.F.R. \$3.41): **\$40.00**
Enclosed:
Authorized to be Charged:

8. Deposit account number: **50-0979**
(Attach duplicate copy of this form if paying by deposit account.)

DO NOT USE THIS SPACE

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
Dated: **July 2, 1999**

Michael B. Fein, Reg. No. **25,333**

Total number of pages including cover sheet, attachments and document: **3**

07/08/1999 00000348.09183235 40.0019
01 FC:501

ASSIGNMENT

WHEREAS, we, **David F. Wilson and Sergei A. Vinogradov**, residing at **207 St. Marks Square, Philadelphia, PA 19104 and 4405 Osage Avenue, Philadelphia, PA 19104**, respectively, are the inventors of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as **Serial No. 09/183,235, filed October 30, 1998, entitled "Method For Non-Invasive Imaging Oxygen Distribution in Multi-Dimensions and Apparatus Therefor"**, and

WHEREAS, **The Trustees of the University of Pennsylvania**, hereinafter referred to as the assignee, of **Philadelphia, Pennsylvania**, a non-profit corporation of **Pennsylvania, U.S.A.**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by said Trustees of the University of Pennsylvania, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said David F. Wilson and Sergei A. Vinogradov, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in our name applications for Letters Patent in all countries the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND, we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and delivery all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letter Patents to said assignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to said assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said assignee, its successors, assigns, nominees or legal representatives.

AND, we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

David F. Wilson (L.S)
David F. Wilson

Sergei A. Vinogradov (L.S)
Sergei A. Vinogradov

COMMONWEALTH of Pennsylvania:

SS

COUNTY of Philadelphia:

On this 8th day of February, 1999, before me personally came the above David F. Wilson to me personally known and known to me to be the same individuals who executed the foregoing assignment, and who acknowledged to me that they executed the same of their own free will for the use and purposes therein set forth.

Felecia J. Williams
Notary Public

Notarial Seal
Felecia J. Williams, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 10, 2001
Member, Pennsylvania Association of Notaries

COMMONWEALTH of Pennsylvania:

SS

COUNTY of Philadelphia:

On this 8th day of February, 1999, before me personally came the above Sergei A. Vinogradov to me personally known and known to me to be the same individuals who executed the foregoing assignment, and who acknowledged to me that they executed the same of their own free will for the use and purposes therein set forth.

Felecia J. Williams
Notary Public

Notarial Seal
Felecia J. Williams, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 10, 2001
Member, Pennsylvania Association of Notaries

PH1\479629.1