

03-06-2002



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R SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

David Boyd Melvin

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

2. Name and address of receiving party(ies)

Name: The University of Cincinnati

Internal Address:

Street Address: 231 Bethesda Avenue

City: Cincinnati State: OH 45267-0558

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: December 11, 2001

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

09/975,214

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kurt A. Summe

Internal Address: WOOD, HERRON & EVANS, L.L.P.

Street Address: 2700 Carew Tower
441 Vine Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and patents involved:

1

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

23-3000

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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.

Kurt A. Summe

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 3

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ASSIGNMENT

WHEREAS I, David Boyd Melvin, a citizen of the United States, residing at 1130 Black Horse Run, Loveland, Ohio 45140, (hereinafter referred to as "ASSIGNOR"), have invented a System for Study of Global Uni- Or B-Ventricular Function of an Explanted, Reperfused Heart, for which an application for Letters Patent of the United States was filed with the United States Patent and Trademark Office on October 11, 2001, and was assigned Serial No. 09/975,214.

WHEREAS, The University of Cincinnati, a corporation organized under the laws of the State of Ohio, and having its principal office at 231 Bethesda Avenue, Cincinnati, Ohio 45267-0558, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I the said ASSIGNOR, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other Convention or Union, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial protection, including, without limitation, patents, utility models and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto.

And I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense.

ASSIGNOR HEREBY authorizes and requests 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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

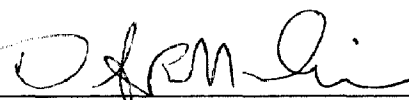
ASSIGNOR HEREBY grants the firm of Wood, Herron & Evans, LLP, the power to insert in this Assignment any further identification or information, including Serial No. and/or Filing date in spaces that follow, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Serial No.: 09/975,214 Filing Date: October 11, 2001

ASSIGNOR HEREBY covenants and agrees that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY further covenants and agrees that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to him respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Dated: 11 Dec 01

By: 
David Boyd Melvin

STATE OF OHIO)
COUNTY OF Hamilton)

Sworn to and subscribed before me this 11th day of December, 2001.


Notary Public



DIANE E. DUNIVANT
Notary Public, State of Ohio
My Commission Expires 1-25-2005