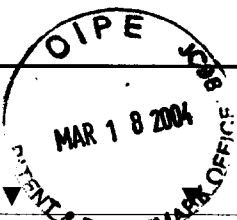


3/18/04

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08/REV03



03-23-2004



102701018

Docket No.: 02940164AA

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kevin R. Ward, R. Wayne Barbee, James Turner, Rao R. Ivatury, Fred Hawkridge

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 7/10/03;7/28/03;7/8/03;7/28/03;7/15/03

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

Name: **Virginia Commonwealth University**

Internal Address:

Street Address: **800 E. Leigh Street, Suite 113**City: **Richmond** State: **Va** ZIP: **23219**Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

10/332,613 filed on

July 29, 2003

ID# 1025306341

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Michael E. Whitham**Internal Address: **Whitham, Curtis & Christofferson, PC**Customer Number: **30743**Street Address: **11491 Sunset Hills Road, Suite 340**City: **Reston** State: **Va** ZIP: **20190**

6. Total number of applications and patents involved:

1

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

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8. Deposit account number:

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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.

Michael E. Whitham Reg No. 32,635

Name of Person Signing

Signature

March 18, 2004

Date

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PATENT

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Reel No.: 02940164AA

FORM PTO-1595 (Modified)

(Rev. 03-01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102530641

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U.S. DEPARTMENT OF COMMERCE

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1. Name of conveying party(ies):

Kevin R. Ward, Wayne R. Barbee, James Turner, Rao R. Ivatury and Fred Hawkrige

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

Name: Virginia Commonwealth University

Internal Address: _____

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Street Address: 800 E. Leigh Street, Suite 113City: Richmond State: Va ZIP: 23219

Execution Date: _____

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

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

10/332,613 filed on
January 9, 2003Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael E. WhithamInternal Address: Whitham, Curtis & Christofferson, P.CStreet Address: 11491 Sunset Hills Road, Suite 340

08/01/2003 LLANDGRA 00000048 10332613

01 FC:8021

40.00 OP

City: RestonState: Va. ZIP: 201906. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2041

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.

Michael E. Whitham Reg No. 32,635July 29, 2003

Name of Person Signing

Signature

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PATENT

REEL: 015112 FRAME: 0403

ASSIGNMENT

WHEREAS, WE, Kevin R. Ward, Wayne R. Berbee, James Turner, Rao R. Ivatury and Fred Hawkridge have invented certain new and useful improvements in an invention entitled TISSUE INTERROGATION SPECTROSCOPY for which a United States Letters Patent Application was filed on January 10, 2003 and has been assigned U.S. Serial Number 10/332,613; and

WHEREAS, Virginia Commonwealth University, a corporate instrumentality of the Commonwealth of Virginia, hereinafter referred to as UNIVERSITY, is desirous of acquiring certain rights thereunder; and

WHEREAS, the invention was made using facilities and resources controlled by the UNIVERSITY; and

WHEREAS, Virginia Commonwealth University's Intellectual Properties Policy, which applies to us as an employee of Virginia Commonwealth University pursuant to Section 23-4.3.B of the CODE OF VIRGINIA, provides among other things, that inventions made using facilities and resources controlled by the UNIVERSITY become the property of the UNIVERSITY and that UNIVERSITY employees-inventors are obligated to assign their rights in the invention and any patent application(s) and any patent(s) issued thereon to the UNIVERSITY;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, we agree to and do hereby sell, assign and transfer unto said UNIVERSITY the entire right, title, and interest in and throughout the United States of American (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole- or in part, renewal, reissue or other patent application based thereon, and based upon said invention, together with the right of said UNIVERSITY to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of the priority right provided by the International convention of 1883, as amended to date, and any such priority right;

TO BE HELD AND ENJOYED BY said UNIVERSITY, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND WE do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said UNIVERSITY;

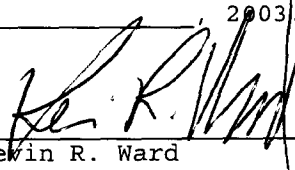
AND WE hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-whole or in part, substitute, renewal, reissue, or other applications for patents for any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;


Docket No.:02940164AA

AND in addition we agree that any and all royalties, rents, payments or any receipts from the sale, assignment, transfer, licensing or use of said invention, whether patented or not, which are received by the said UNIVERSITY shall be the property of the UNIVERSITY with the understanding that I will receive a percentage of said royalties, rents, payments, or receipts pursuant to and in accordance with the Virginia Commonwealth University Intellectual Properties Policy as adopted May 20, 1988, or as amended or superseded thereafter;

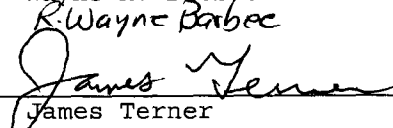
AND we do hereby covenant for myself and my legal representatives and agree with said UNIVERSITY, its successors and assigns that we have granted no right or license to make, use or sell said invention to anyone except said UNIVERSITY, that prior to the execution of this deed my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this 10 day of July, 2003.



Kevin R. Ward


Wayne R. Barbree
R. Wayne Barbree

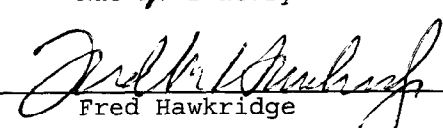
7-28-03


James Turner

7-08-03


Rao R. Ivatury

7-28-03


Fred Hawkridge

7-15-03