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- ☒ Assignment ☐ Merger
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2. Name and address of receiving party(ies)

Name: Kenneth J. Himmelstein

Internal Address: _____

Street Address: 5022 Lafayette Avenue

City: Omaha

State: Nebraska

Country: USA Zip: 68132

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,599,534

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kurt A. Summe

Internal Address: Wood, Herron & Evans, LLP

2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati

State: Ohio Zip: 45202

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Fax Number: 513-421-7269

Email Address: ksumme@whepatent.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
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☐ Enclosed
☐ None required (government interest not affecting title)

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Authorized User Name Wood, Herron & Evans, LLP

9. Signature:



Signature

January 7, 2005

Date

Kurt A. Summe

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
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PATENT ASSIGNMENT

WHEREAS, the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA a public body corporate of the State of Nebraska having offices at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, 68583-0745, USA by and on behalf of the UNIVERSITY OF NEBRASKA MEDICAL CENTER (hereinafter collectively "ASSIGNOR"), having a place of business at 986099 Nebraska Medical Center, Omaha, Nebraska, 68198-6099, USA is a co-owner of right, title and interest in, to, and under the following U.S. Patent (hereinafter "Patent"):

U.S. Patent No. 5,599,534, issued on February 4, 1997,
Entitled "REVERSIBLE GEL-FORMING COMPOSITION
FOR SUSTAINED DELIVERY OF BIO-AFFECTING
SUBSTANCES, AND METHOD OF USE"

WHEREAS, ASSIGNOR has agreed to assign all right, title and interest they may have in the Patent to Kenneth J. Himmelstein, a Citizen of the United States, residing at 5022 Lafayette Avenue, Omaha, Nebraska 68132 ("ASSIGNEE") pursuant to a letter from ASSIGNOR to ASSIGNEE dated August 26, 2002.

WHEREAS Kenneth J. Himmelstein desires to acquire ASSIGNOR'S entire interest in and to the subject matter disclosed in said Patent and all patents to be issued thereon, and to memorialize the above-noted assignment.

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, the said ASSIGNOR, hereby sells, assigns, transfers, and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR'S entire right, title and interest in, to and under the said Patent to the extent they have such right, title, and interest, and to the said United States Patent 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 inventions 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 applications 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 applications are 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 inventions in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

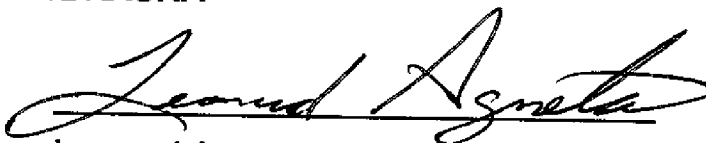
And ASSIGNOR further agrees to execute all necessary or desireable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to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

ASSIGNEE HEREBY grants to the ASSIGNOR a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to use said Patent and any improvements for noncommercial research and educational purposes.

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

**BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA**

By:



Leonard Agneta

Title: Director, UNMC Intellectual Property Office

Date:

1/3/05