

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
Dale R. Sumner		09/12/2006
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	Rush University	
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<b>Postal Code:</b>	60612	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	11325530	
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<b>ATTORNEY DOCKET NUMBER:</b>	UNND-0085-CP1 (2 OF 2)	
<b>NAME OF SUBMITTER:</b>	Michael G. Verga	
<b>Total Attachments: 1</b>		
source=UNND-0085-CP1 09-12-06 Executed Assignment (Sumner)#page1.tif		

OP \$40.00 11325530

**ASSIGNMENT**

WHEREAS, **DALE R. SUMNER**, whose post office address appears below (hereinafter referred to as ASSIGNOR), has invented certain new and useful improvements in a **BONE AND TISSUE SCAFFOLDING FOR DELIVERY OF THERAPEUTIC AGENTS** (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed January 5, 2006 as Application No. 11/325,530;

WHEREAS, **RUSH UNIVERSITY**, whose post office address is **600 South Paulina Street, Chicago, Illinois 60612**, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR, by these presents does sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to identify and communicate to ASSIGNEE at ASSIGNEE's request documents and information concerning the invention that are within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE's expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNOR's possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR's obligations under this instrument shall extend to ASSIGNOR's heirs, executors, administrators and other legal representatives.

ASSIGNOR's hereby grants the firm of Jagtiani + Guttag of Fairfax, VA (Customer Number 22,506) the power to insert on this Assignment any further identification 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.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole use and behalf; and for the use and behalf of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Dale R. Sumner  
205 Randolph Street  
Oak Park, IL 60302

Dale R. Sumner  
Signature  
9/12/06  
Date  
485-70-2563  
SSN

*(Notarization preferred but not required)*

Before me personally appeared said \_\_\_\_\_ and acknowledges this instrument to be his (her) free act and deed this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public

**PATENT**