

**ASSIGNMENT RECORDATION FORM COVER SHEET** *Patents Only*

To: Commissioner for Patents:

Date: January 19, 2007  
Attorney Docket No. 9151-42IP

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

[1.] William G. Hundley  
 [2.] Craig A. Hamilton  
 [3.] Kimberly Lane  
 [4.] Tim Morgan  
 [5.] Frank Torti  
 [6.] **Ralph B. D'Agostino Jr.**

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

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

**Wake Forest University Health Sciences  
 Medical Center Blvd  
 Winston-Salem, NC 27157**

## 3. Nature of conveyance:

Execution Date(s)

[1.] May 30, 2006; [2.] May 30, 2006; [3.] May 30, 2006;  
 [4.] January 5, 2007; [5.] May 30, 2006; [6.] **May 30, 2006**

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmation License  
☒ Other Reel/Frame: 018738/0491; Please Add  
Inventor Ralph B. D'Agostino Jr. and his Execution Date.

Additional name(s) & address(es) attached? Yes ☒ No4. Application Serial No. 11/346,527, filed February 2, 2006

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

Additional numbers attached? Yes ☒ No

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

Julie H. Richardson  
 Myers Bigel Sibley & Sajovec  
 P. O. Box 37428  
 Raleigh NC 27627

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: 50-0220**DO NOT USE THIS SPACE**

## 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.*

**Julie H. Richardson, Reg. No. 40,142**

Name of Person Signing

Signature

January 19, 2007

Date

Total number of pages including cover sheet, attachments and document: 2**CERTIFICATION OF FACSIMILE TRANSMISSION  
UNDER 37 CFR § 1.8**

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office via facsimile number **571-273-0140** on January 19, 2007.

*Jessica French*  
 Jessica M. French

CH \$40.00 500220 11346527



Attorney Docket No. 9151.42IP

**ASSIGNMENT**

THIS ASSIGNMENT, made by us, **William Gregory Hundley**, a citizen of the United States of America, residing at 301 Rockmont Drive, Winston-Salem, North Carolina 27104; **Craig A. Hamilton**, a citizen of the United States of America, residing at 421 Saddlebrook Circle, Lewisville, North Carolina 27023; **Kimberly Lane**, a citizen of the United states of America, residing at 151 Fieldwood Drive, Advance, North Carolina 27006; **Tim Morgan**, a citizen of the United States of America, residing at 2610 Burke Farm Road, Clemmons, North Carolina 27012; **Frank Torti**, a citizen of the United States of America, residing at 2334 Hilltop Court, Winston-Salem, North Carolina 27106; and **Ralph B. D'Agostino**, a citizen of the United States of America, residing at 620 Staffordshire Road, Winston-Salem, North Carolina 27104;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **NON-INVASIVE SYSTEMS AND METHODS FOR THE DETERMINATION OF CARDIAC INJURY USING A CHARACTERIZING PORTION OF A VOXEL HISTOGRAM**, the specification for which U.S. Application No. 11/346,527 was filed on February 2, 2006 in the United States Patent and Trademark Office; and

WHEREAS, **Wake Forest University Health Sciences**, an educational institution organized and existing under and by virtue of the laws of the state of North Carolina and engaged in business at Medical Center Blvd., City of Winston-Salem, State of North Carolina 27157, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said provisional application, and in and to any and all Letters Patent which shall be granted which claim the benefit of priority thereto in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted

Attorney Docket No. 9151-42IP

therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made. We hereby request that said Letters Patent be issued in accordance with this assignment.


We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention(s) and applications above-mentioned, and that we have the unencumbered right and authority to make this assignment.

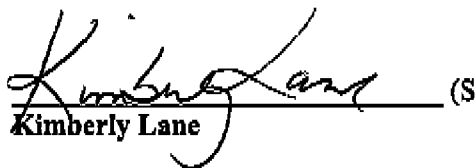
We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention(s), to testify in any interference or legal proceedings involving said invention(s), to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention(s) in all countries and to vest in the assignee complete title to the said invention(s) and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

Attorney Docket No. 9151-42IP

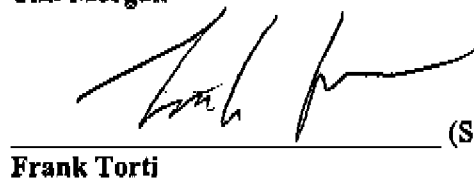
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30<sup>th</sup>  
day of Aug, 2006.


 (SEAL)  
William Gregory Hundley

 (SEAL)  
Craig A. Hamilton

 (SEAL)  
Kimberly Lane

\_\_\_\_ (SEAL)  
Tim Morgan

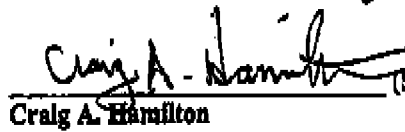
 (SEAL)  
Frank Torti

 (SEAL)  
Ralph B. D'Agostino Jr.

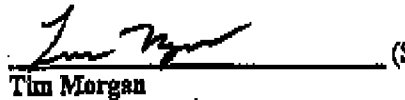
Attorney Docket No. 9151-421P

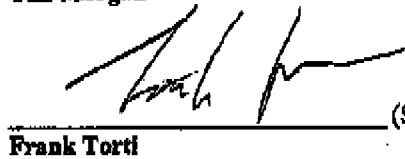
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