# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Suresh C. SRIVASTAVA	06/12/2007
Radoslav ADZIC	06/07/2007

# **RECEIVING PARTY DATA**

Name:	BROOKHAVEN SCIENCE ASSOCIATES
Street Address:	40 Brookhaven Avenue
Internal Address:	Building 460
City:	Upton
State/Country:	NEW YORK
Postal Code:	11973-5000

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11758937

### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: ALLAN A. FANUCCI

Total Attachments: 2

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REEL: 019901 FRAME: 0044

### **ASSIGNMENT**

WHEREAS, we Suresh C. Srivastava and Radoslav Adzic, citizens of the United States, respectively, residing in Setauket, County of Suffolk, State of New York, and in East Setauket, County of Suffolk State of New York, ASSIGNORS, are the inventors of an invention and certain new and useful improvements disclosed in an application entitled "Dosimetry Implant for Treating Restenosis and Hyperplasia"; for which we filed the non-provisional application for United States Letters Patent on 6/6/2007 accorded Application Number 11/758,937; and the said application was executed by us on 6/7/2007 and 6/12/2007; and;

WHEREAS, the Brookhaven Science Associates, incorporated in Delaware (BSA), having an office at 40 Brookhaven Avenue, Building 460, Upton, NY 11973-5000, desires to acquire the entire right, title, and interest in, under and to the said invention and improvements which are disclosed in the said application, and any Letters Patent wherever they may be issued thereon;

WHEREAS, BSA has elected to take title to said invention pursuant to P.L. 98-620 and has informed the U.S. Department of Energy of that election and the U.S. Department of Energy has not exercised any exceptions thereto under either 401.3(a)(2) or (3) of P.L. 98-620, but retains the right to do so;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned ASSIGNORS by these presents do sell, assign, and transfer unto BSA the entire right, title, and interest in, under and to the said invention and improvements as disclosed in the said application as well as any divisional, continuation, renewal, substitute, reissue, reexamination, conversion, and all other applications for Letters Patent or the legal equivalent thereof wherever they may be filed, and in, under and to any and all Letters Patent or the legal equivalent thereof wherever they may be issued thereon including all original, reissue, reexamination, and extensions of said Letters Patent or the legal equivalent thereof;

AND WE HEREBY authorize and request the issuing authority 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 and in the name of the Brookhaven Science Associates;

AND WE HEREBY covenant and agree that we have full right to convey the entire right, title and interest herein assigned, and that we have not executed, and will not execute, any assignment, grant, mortgage, license or other agreement in conflict herewith;

AND WE HEREBY agree to make, execute, and deliver unto BSA any and all rightful oaths, declarations, assignments, powers of attorney, affidavits, statements, and all other documents or instruments; we agree to execute all renewal, divisional, continuation, substitute, reexamination, foreign, reissue, and all other applications; we agree to communicate to BSA, its successors, legal representatives, or its assigns, any facts known to us respecting the said invention and improvements and the history thereof; we agree to testify as to the same in or incident to the prosecution or conduct

of any and all applications, before as well as after the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences, litigations, or other actions or proceedings that said applications may encounter or in which they may become involved as may be required by BSA, or its duly authorized representative; and we agree to generally do everything possible to aid BSA in protecting the said invention and improvements, and in obtaining, maintaining, defending and enforcing proper protection for the said invention and improvements as may be requested by BSA, its successors, legal representatives or its assigns, except that any expenses arising through extending such assistance will be paid for by proper arrangement with BSA;

AND WE HEREBY agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and shall extend to the successors, assigns and nominees of BSA.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set op respective signatures.	posite our
Date: 6 12 67, 2007	L.S.
State of Cyron E Condensi	/ <b>A</b>
County of NOTARY PUBLIC 12/10/2010	
On this A Commission Expires: June 2007 before me a Notary Public in and for the	
	State and
personally appeared SURESIT C. SICIVASTAVA TO THE KNOWN and know	un to ma to
be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledge.	wledged the
same to be her/his free act and deed.	
Cyrena E. Condemi	
NOTARY PUBLIC	
Date: 6.7.07. , 2007 RADOSLAV ADZIC	L.S.
RADOSLAV ADZIC	L.S.
State Of State, Condemi	
County of TE OF NEW YORK	
Suffolk County 7/10/2007	
On this 7 day of Live, 2007, before me, a Notary Public in and for the	_
On this, day of, 2007, before me, a Notary Public in and for the County aforesaid, personally appeared PADOSI AV ADZIG	State and
County aforesaid, personally appeared RADOSLAV ADZIC, to me known and known to me	to be the
person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged to be her/his free act and deed.	I the same
the me wee act and deed.	
Cyrena E. Condeni	
- Contract Contraction	

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**RECORDED: 10/01/2007** 

PATENT REEL: 019901 FRAME: 0046