

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Jeffrey S. Isenberg		10/22/2007
David D. Roberts		10/22/2007
RECEIVING PARTY DATA		
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State/Country:	MARYLAND	
Postal Code:	20892-7660	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
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NAME OF SUBMITTER:	Tanya M. Harding	
Total Attachments: 3		

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**PATENT**  
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## ASSIGNMENT

We, Jeffrey S. Isenberg, of Catonsville, Maryland, a citizen of the United States of America, and David D. Roberts, of Bethesda, Maryland, a citizen of the United States of America, along with William A. Frazier, have invented a certain invention entitled PREVENTION OF TISSUE ISCHEMIA, RELATED METHODS AND COMPOSITIONS for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/850,132, filed on October 6, 2006;  
U.S. Provisional Patent Application No. 60/864,153, filed on November 2, 2006;  
U.S. Provisional Patent Application No. 60/888,754, filed on February 7, 2007;  
U.S. Provisional Patent Application No. 60/910,549, filed on April 6, 2007;  
U.S. Provisional Patent Application No. 60/956,375, filed on August 16, 2007; and  
PCT Application No. PCT/US2007/080647 filed on October 5, 2007;

all of which applications are collectively referred to herein as "the patent applications."

At the time the invention was made, We were employed by the National Cancer Institute at the National Institutes of Health, a component of the Department of Health and Human Services. The conditions under which said invention was made entitle THE UNITED STATES OF AMERICA, as represented by the Secretary, Department of Health and Human Services (hereinafter "THE GOVERNMENT") to the entire right, title, and interest in the invention under Paragraph 1(a) of Executive Order 10096 and its amendments, 35 USC Chapter 18, and 37 CFR Parts 401 and 501.

In consideration of our legal obligations to assign our right, title and interest in the invention as well as other valuable consideration, we the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to THE GOVERNMENT, having a place of business at the Office of Technology Transfer, National Institutes of Health, 6011 Executive Boulevard, Suite 325, MSC 7660, Bethesda, Maryland 20892-7660, the full and exclusive right, title, and interest in the patent applications and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT as assignee of the entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its representatives, assigns or agents, any facts known to us respecting the invention, and testify in any legal proceedings, make, execute and/or deliver to THE GOVERNMENT all papers, documents, affidavits or other instruments that may be necessary in the prosecution of any patent application, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and do everything reasonably possible to aid THE GOVERNMENT and its assigns to obtain and enforce proper patent

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**PATENT**

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protection for the invention in the United States or any foreign country. These provisions are binding upon our heirs, legal representatives, administrators and assigns.

We have authorized THE GOVERNMENT to file and prosecute the patent applications, as well as any corresponding international or national applications that claim priority from them. THE GOVERNMENT has the right to select attorneys or agents of its choice to prosecute at its discretion the patent applications on its behalf.

We grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 10/10/07

Jeffrey S. Isenberg  
Jeffrey S. Isenberg

STATE OF Maryland )  
 ) ss.  
COUNTY OF Montgomery

This 22 day of October, 2007, before me personally came the above-named Jeffrey S. Isenberg, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



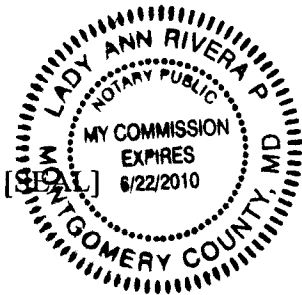
Lady Ann Rivera P.  
Notary Public for Bethesda MD  
My commission expires: 06-22-10

Dated: 10-22-2007

David D. Roberts  
David D. Roberts

STATE OF Maryland  
COUNTY OF Montgomery ) ss.

This 22 day of October, 2007, before me personally came the above-named David D. Roberts, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



L.A. Rivera P.  
Notary Public for Bethesda MD  
My commission expires: 06-22-10