

Form PTO-1595 (Rev. 03/05)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

**1. Name of conveying party(ies)**

1. Thomas H. Foster  
2. William J. Cottrell  
3. Chad Bigelow  
4. Allan R. Oseroff

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

**2. Name and address of receiving party(ies)**

Name: 1. University of Rochester  
2. Roswell Park Cancer Institute

Internal Address:

Street Address: 1. 601 Elmwood Avenue  
2. Elm & Carlton Streets

City: 1. Rochester  
2. Buffalo

State: 1. New York Zip: 1. 14642  
2. New York 2. 14263

Country: 1. USA  
2. USA

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date: 1. 3/21/08; 2. 4/28/08; 3. 3/28/08;  
And 4. 3/24/08

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other

**4. Application number(s) or patent number(s):**  This document is being filed together with a new application

A. Patent Application No.(s) 11/631,131  
PHOTODYNAMIC THERAPY WITH SPATIALLY  
RESOLVED DUAL SPECTROSCOPIC MONITORING

Additional numbers attached?  Yes  No

B. Patent No.(s)

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

Customer No.: 27557  
Blank Rome LLP  
600 New Hampshire Avenue, N.W.  
Washington, D.C. 20037  
Phone: 202-772-5800  
Fax: 202-572-8398

Attorney Docket No.: 116686-00388

**6. Total number of applications and patents involved:** 1

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

Enclosed  
 Authorized to be charged to deposit account  
 None required (government interest not affecting title)

**8. Deposit account number:** 23-2185  
(Attach duplicate copy of this page if paying by deposit account)

**9. Signature:** Michael C. Greenbaum May 15, 2008

Signature Date

Michael C. Greenbaum, Reg. No. 28,419  
Name of Person Signing

Total number of pages including cover Sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 232185 11631131

ASSIGNMENT

THIS ASSIGNMENT, made on the date set forth below by Thomas H. Foster, residing at <sup>12009 Coit Road #4225</sup> 248 Rockingham St., Rochester, NY 14620; William J. Cottrell, residing at ~~328 Westminister~~ <sup>Dallas, TX 75251</sup> ~~Road, Rochester, NY 14607~~, Chad Bigelow, residing at 300 Alexander St., Apt. D19, Rochester, NY 14607; and Allan R. Oseroff, residing at 269 Middlesex Road, Buffalo, NY 14263 (hereinafter referred to as "Assignors"), witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **PHOTODYNAMIC THERAPY WITH SPATIALLY RESOLVED DUAL SPECTROSCOPIC MONITORING** set forth in an application for Letters Patent, filed on December 29, 2006, and accorded U.S. Application No. 11/631,121; and

WHEREAS, **UNIVERSITY OF ROCHESTER**, an educational institution duly organized under and pursuant to the laws of the State of New York, having its principal place of business at 601 Elmwood Avenue, Box OTT, Rochester, New York, 14642 and **ROSWELL PARK CANCER INSTITUTE**, an educational institution duly organized under and pursuant to the laws of the State of New York, having its principal place of business at Elm and Carlton Streets, Buffalo, NY, 14263, are desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Thomas H. Foster, William J. Cottrell, and Chad Bigelow have sold, assigned, transferred and set over, and by these presents do sell, transfer and set over, unto the University of Rochester, its successors, legal

## ASSIGNMENT

THIS ASSIGNMENT, made on the date set forth below by Thomas H. Foster, residing at 248 Rockingham St., Rochester, NY 14620; William J. Cottrell, residing at 328 Westminster Road, Rochester, NY 14607; Chad Bigelow, residing at ~~300 Alexander St., Apt. D19, Rochester, NY 14607~~ <sup>698 Green St. Apt. 1, Cambridge MA 02139 CB</sup>; and Allan R. Oseroff, residing at 269 Middlesex Road, Buffalo, NY 14263 (hereinafter referred to as "Assignors"), witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **PHOTODYNAMIC THERAPY WITH SPATIALLY RESOLVED DUAL SPECTROSCOPIC MONITORING** set forth in an application for Letters Patent, filed on December 29, 2006, and accorded U.S. Application No. 11/631,121; and

WHEREAS, **UNIVERSITY OF ROCHESTER**, an educational institution duly organized under and pursuant to the laws of the State of New York, having its principal place of business at 601 Elmwood Avenue, Box OTT, Rochester, New York, 14642 and **ROSWELL PARK CANCER INSTITUTE**, an educational institution duly organized under and pursuant to the laws of the State of New York, having its principal place of business at Elm and Carlton Streets, Buffalo, NY, 14263, are desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Thomas H. Foster, William J. Cottrell, and Chad Bigelow have sold, assigned, transferred and set over, and by these presents do sell, transfer and set over, unto the University of Rochester, its successors, legal

*Attorney Docket No. :116686-00388*

representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Allan R. Oseroff has sold, assigned, transferred and set over, and by these presents does sell, transfer and set over, unto Roswell Park Cancer Institute, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made;

*Attorney Docket No. :116686-00388*

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, that any division, continuation or continuation-in-part of any application for Letters Patent, or reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignors, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

The undersigned hereby grant the firm of BLANK ROME LLP, the power to insert on

Attorney Docket No. :116686-00388

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.

Date: 3/21/08

Thomas H. Foster  
Thomas H. Foster

STATE OF New York  
COUNTY OF Monroe

On this 21<sup>st</sup> day of March 2008, personally before me came Thomas H. Foster, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC Amanda Eisele  
My Commission Expires: February 27, 2010

AMANDA L. EISELE  
Notary Public, State of New York  
No. 01E16141933  
Qualified in Monroe County  
Commission Expires Feb. 27, 2010

Date: \_\_\_\_\_

\_\_\_\_\_  
William J. Cottrell

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2008, personally before me came William J. Cottrell, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attorney Docket No. :116686-00388

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.

Date: \_\_\_\_\_  
Thomas H. Foster

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2008, personally before me came Thomas H. Foster, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Date: 4/28/08  
  
William J. Cottrell

STATE OF Texas  
COUNTY OF Dallas

On this 28 day of April 2008, personally before me came William J. Cottrell, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC Anesha M. Solomon  
My Commission Expires: 06/25/2011



Attorney Docket No. :116686-00388

Date: March 28, 2008

Chad Bigelow  
Chad Bigelow

STATE OF Massachusetts  
COUNTY OF Middlesex

On this 28 day of March 2008, personally before me came Chad Bigelow, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC [Signature]  
My Commission Expires: \_\_\_\_\_



CHARLES SANBS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 10, 2012

Date: \_\_\_\_\_  
Allan R. Oseroff

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2008, personally before me came Allan R. Oseroff, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Attorney Docket No. :116686-00388

Date: \_\_\_\_\_  
Chad Bigelow

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 2008, personally before me came Chad Bigelow, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Date: 3/24/08

  
Allan R. Oseroff

STATE OF New York  
COUNTY OF Erie

On this 24<sup>th</sup> day of March 2008, personally before me came Allan R. Oseroff, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC Verita E. Jones  
My Commission Expires: 8/31/09

VERITA E. JONES  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 8/31/09