

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Kenneth J. Hayworth</td> <td>06/05/2008</td> </tr> <tr> <td>Amy A. Hayworth</td> <td>06/05/2008</td> </tr> </tbody> </table>		Name	Execution Date	Kenneth J. Hayworth	06/05/2008	Amy A. Hayworth	06/05/2008
Name	Execution Date						
Kenneth J. Hayworth	06/05/2008						
Amy A. Hayworth	06/05/2008						
RECEIVING PARTY DATA							
Name:	President and Fellows of Harvard College						
Street Address:	17 Quincy Street						
City:	Cambridge						
State/Country:	MASSACHUSETTS						
Postal Code:	02138						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10886799</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10886799		
Property Type	Number						
Application Number:	10886799						
CORRESPONDENCE DATA							
Fax Number:	(617)646-8646						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	617-646-8000						
Email:	jchub@wolfgreenfield.com						
Correspondent Name:	Wolf Greenfield & Sacks, P.C.						
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Address Line 4:	Boston, MASSACHUSETTS 02210						
ATTORNEY DOCKET NUMBER:	H0776.70049US00						
NAME OF SUBMITTER:	Joseph Teja, Jr.						

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Total Attachments: 6
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ASSIGNMENT

WHEREAS, I, **Kenneth J. Hayworth**, being a citizen of the United States of America, residing at 18518 Chatsworth Street, Northridge, CA 91326, am a co-inventor of certain new and useful inventions and discoveries, for which an application for Letters Patent entitled "METHODS AND APPARATUSES FOR THE AUTOMATED PRODUCTION, COLLECTION, HANDLING, AND IMAGING OF LARGE NUMBERS OF SERIAL TISSUE SECTIONS," was filed with the United States Patent and Trademark Office on July 8, 2004, and assigned United States Patent Application Number 10/886,799; and

WHEREAS, **President and Fellows of Harvard College**, a Massachusetts non-profit organization, whose address is 17 Quincy Street, Cambridge, Massachusetts 02138, and which, together with its successors and assigns is hereinafter called "ASSIGNEE," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited; and

WHEREAS I am desirous of assigning my entire right, title, and interest in and to such inventions and discoveries according to the terms herein;

NOW, THEREFORE, for and in consideration of good and valuable consideration furnished by ASSIGNEE to me as described herein, I hereby, without reservations:

1. Assign, transfer, and convey to ASSIGNEE my entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, continued prosecution applications, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said applications, and any and all Letters Patents, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon, or arise from, said inventions, said discoveries, said applications, and said Letters Patent (collectively, the "Patent Rights");
2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Patent Rights to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that I have not conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to me or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Patent Rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; and to communicate to ASSIGNEE all facts known to me relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries;


6. Accept as partial consideration for the promises and obligations made herein, ASSIGNEE's marketing efforts and support of patent prosecution expenses incurred by ASSIGNEE for the preparation, filing, prosecution, maintenance, and defense or enforcement of the Patent Rights, receipt and sufficiency of which I hereby acknowledge; and

7. Accept as additional partial consideration for the promises and obligations herein, a share of any consideration, if any, received by ASSIGNEE from the grant of licenses under the Patent Rights, such share of consideration to be distributed to me as if I were an inventor pursuant to Harvard University's Royalty Sharing Policy for Intellectual Property (i.e., I will be treated as if I were a Harvard inventor subject to Harvard University's Royalty Sharing Policy for Intellectual Property and will receive a pro rata share of the Harvard Inventors' share under the policy), receipt and sufficiency of which I hereby acknowledge; and

Harvard Case No. 3255 Hayworth
US Application No.: 10/886,799

8. Understand and agree that ASSIGNEE does not stand as a fiduciary to me and ASSIGNEE shall have the sole responsibility for licensing Patent Rights. ASSIGNEE hereby agrees to use reasonable efforts to license Patent Rights in a commercially reasonable manner and in furtherance of the public interest. The mere failure of ASSIGNEE to consummate a licensing arrangement(s) shall not be deemed a breach of ASSIGNEE's obligations hereunder.

IN WITNESS WHEREOF, the undersigned has executed this assignment on the date after his/her signature.




Kenneth J. Hayworth

6 - 5 - 08


Date

WITNESS



Name: Jade De Morris
Date: 6/15/08

WITNESS



Name: Colleen Laurs
Date: 6/15/08

ASSIGNMENT

WHEREAS, I, Amy A. Hayworth, being a citizen of the United States of America, residing at 18518 Chatsworth Street, Northridge, CA 91326, am a co-inventor of certain new and useful inventions and discoveries, for which an application for Letters Patent entitled "METHODS AND APPARATUSES FOR THE AUTOMATED PRODUCTION, COLLECTION, HANDLING, AND IMAGING OF LARGE NUMBERS OF SERIAL TISSUE SECTIONS" was filed with the United States Patent and Trademark Office on July 8, 2004, and assigned United States Patent Application Number 10/886,799; and

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2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Patent Rights to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that I have not conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to me or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Patent Rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; and to communicate to ASSIGNEE all facts known to me relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries;

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IN WITNESS WHEREOF, the undersigned has executed this assignment on the date after his/her signature,

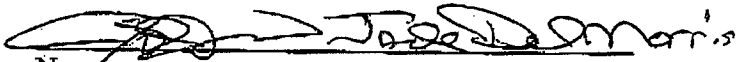


Amy A. Hayworth

6/5/08

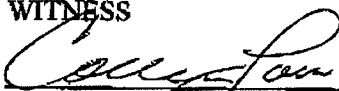
Date

WITNESS



Name: Joseph J. Smith
Date: 6/5/08

WITNESS

 Colleen Laura

Name: Colleen Laura
Date: 6/5/08