

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Timothy E. Holy	02/03/2009
Terrence Holekamp	02/04/2009
RECEIVING PARTY DATA	
Name:	Washington University
Street Address:	One Brookings Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12297716
CORRESPONDENCE DATA	
Fax Number:	(314)231-1776
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-889-8000
Email:	uspt@polsinelli.com
Correspondent Name:	POLSINELLI SHUGHART PC
Address Line 1:	100 South Fourth Street
Address Line 2:	Suite 1100
Address Line 4:	St. Louis, MISSOURI 63102-1825
ATTORNEY DOCKET NUMBER:	047563-130133
NAME OF SUBMITTER:	Rebecca L. Endsley

Total Attachments: 5
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TECHNOLOGY ASSIGNMENT

WU Case: 005916

ASSIGNORS:

Name:

Timothy E. Holy

Resident City/State:

St. Louis, MO

Name:

Terrence Holekamp

Resident City/State:

WHEREAS, the aforementioned individuals (the "ASSIGNORS") have developed a certain INVENTION having WU OTM Case No. 005916 and being entitled Objective-Coupled Selective Plane Illumination Microscopy (OC-SPIM) (collectively, with all future enhancements and improvements thereto as well as all related original works of authorship related thereto other than those solely of an artistic, literary or scholarly nature, as the "INVENTION");

WHEREAS, the ASSIGNORS have executed an application for United States Patent based on the INVENTION, entitled OBJECTIVE-COUPLED SELECTIVE PLANE ILLUMINATION MICROSCOPY, filed on October 20, 2008, and assigned application Serial No. 12/297,716, (the "APPLICATION");

WHEREAS, Washington University, a corporation of the State of Missouri having its principal office and place of business at One Brookings Drive, St. Louis, Missouri, 63130, ("ASSIGNEE") is desirous of acquiring the entire and exclusive right, title, and interest in and to the INVENTION and the APPLICATION;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest in the United States (including its territories and dependencies) and all countries foreign thereto in, to and under the INVENTION, the APPLICATION, and any other United States APPLICATIONS (including provisional, non-provisional, divisional, continuing and reissue APPLICATIONS) based in whole or in part on the APPLICATION or in whole or in part on the INVENTION, and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid APPLICATIONS or on the INVENTION or any part thereof and including all rights to claim

priority through any international convention or treaty and all copyrights on or related to the INVENTION;

ASSIGNORS each agree, to each creator's binding personal share of any income generated by the INVENTION as delineated in the attached Exhibit A, and that all future agreements regarding such personal shares shall be in writing and signed by all creators;

ASSIGNORS hereby warrant and represent to Assignee, its successors, legal representatives and assigns, that at the time of execution of this assignment, the ASSIGNORS listed above are the sole individuals employed by the ASSIGNEE who have made contributions to the INVENTION, that the ASSIGNORS are unencumbered and have good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that all works of authorship assigned herein are original works created solely by the ASSIGNORS and are free from plagiarized, libelous, obscene or infringing material;

ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States of America, to issue any and all United States Patents that may be granted on any assigned APPLICATION or on the INVENTION or any part thereof, in the name of ASSIGNEE;

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this sale, assignment and transfer;

ASSIGNORS hereby grant to ASSIGNEE and its agents and attorneys the power and right to insert herein the title, serial number and filing date of the APPLICATION, the OTM case number and title of the INVENTION after this Assignment is executed by the ASSIGNORS; and

ASSIGNORS further covenant that upon ASSIGNEE's request they will provide promptly to ASSIGNEE all pertinent facts and documents relating to the aforesaid APPLICATIONS and the INVENTION as may be known and accessible to ASSIGNORS, and ASSIGNORS will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives without further consideration any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the aforesaid APPLICATIONS that may be deemed necessary or desirable by ASSIGNEE to carry out the purposes hereof.

For the event that ASSIGNEE is unable, after reasonable effort, to secure any ASSIGNOR's signature on any APPLICATION, paper or other instrument relating to any patent,

patent APPLICATION, letters patent, copyright or other analogous protection relating to the INVENTION in any country, whether because of the ASSIGNOR's mental incapacity, death or for any other reason whatsoever, each ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents as each ASSIGNOR's agent and attorney in fact to act for and to execute and file any such APPLICATION, paper or other instrument on ASSIGNOR's behalf and to do all other lawfully permitted acts to further the prosecution and issuance of any patent, patent APPLICATION, letters patent, copyright or any other analogous protection related to the INVENTION with the same legal force and effect as if executed by such ASSIGNOR.

For the convenience of the parties, any number of counterparts of the Assignment may be executed by the parties hereto. Each such counterpart shall be and shall be deemed to be an original instrument but all such counterparts taken together shall constitute one and the same assignment.

IN WITNESS WHEREOF, the ASSIGNORS have hereunto set their hand to the foregoing assignment.

[Signature]
Signature -- Timothy E. Holy

2/3/2009
Date

HOME ADDRESS:
732 Cordell Ct.
Street
St. Louis MO 63132
City State Zip

ACKNOWLEDGMENT

STATE OF Missouri)
CITY OF St. Louis) SS.

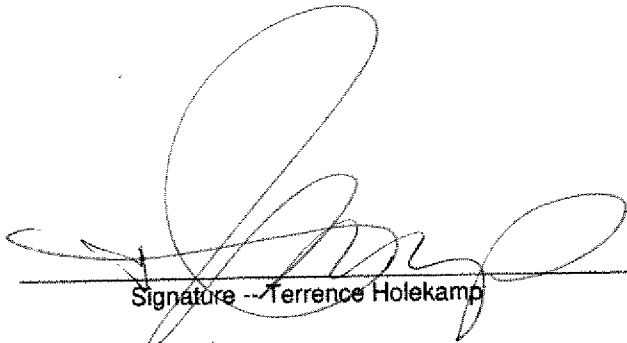
On this 3rd day of February, 2008, before me, a Notary Public, personally appeared Tim E. Holy, known to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed said instrument as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

_____[SEAL]
JESSICA WILLIAMS
Notary Public - Notary Seal
State of Missouri
Commissioned for ST. LOUIS County
My Commission Expires Jan. 29, 2012
COMMISSION #03478758



Signature -- Terrence Holekamp

2/4/9
Date

HOME ADDRESS:

6435 Alamo Ave Apt 2E
Street

St. Louis MO 63112
City State Zip

ACKNOWLEDGMENT

STATE OF Missouri)
CITY OF St. Louis) SS.

On this 4th day of February, 2008, before me, a Notary Public, personally appeared Terrence Holekamp known to me to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed said instrument as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

My Commission Expires:

_____ [SEAL]

JESSICA WILLIAMS
Notary Public - Notary Seal
State of Missouri
Commissioned for ST. LOUIS County
My Commission Expires: Jan. 29, 2012
COMMISSION #08478758