# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee should be Daniel Fiat, and Assignor should be The BOT of the University of Illinois (was mistakenly done in reverse) previously recorded on Reel 022309 Frame 0092. Assignor(s) hereby confirms the "1. UNIVERSITY hereby assigns to INVENTOR(S) all of UNIVERSITY'S right, title and interest to all patents".	

## **CONVEYING PARTY DATA**

Name	Execution Date
The Board of Trustees of the University of Illinois	01/13/2003

## **RECEIVING PARTY DATA**

Name:	Daniel Fiat	
Street Address:	835 S. Wolcott Ave.	
Internal Address:	UIC Dept. of Physiology and Biophysics MC 901	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60612	

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	6294914	

# **CORRESPONDENCE DATA**

500793666

Fax Number: (312)996-1995

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-996-0024 Email: gatch@uic.edu Correspondent Name: Claudia Gatch Address Line 1: 1853 W. Polk St. Address Line 2: 446 COMW MC 682 Address Line 4: Chicago, ILLINOIS 60612

ATTORNEY DOCKET NUMBER:	CM16/CIP-2
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NAME OF SUBMITTER: Claudia Gatch

**PATENT** 

**REEL: 022320 FRAME: 0297** 

Total Attachments: 10
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PATENT REEL: 022320 FRAME: 0298



# **United States Patent and Trademark Office**





# Electronic Patent Assignment System

# **Confirmation Receipt**

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# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
D. J. I.P.	01/10/2003

#### RECEIVING PARTY DATA

Name:	The Board of Trustees of the University of Illinois			
Street Address:	506 S. Wright St.			
Internal Address:	352 Henry Administration Building			
City:	Urbana			
State/Country:	ILLINOIS			
Postal Code:	61801			

## PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6313631

#### CORRESPONDENCE DATA

Fax Number:

(312)996-1995

PATENT

REEL: 022320 FRAME; 0299 1:34 PM

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. 312-996-0024 Phone: Email: gatch@uic.edu Claudia Gatch Correspondent Name: Address Line 1: 1853 W. Polk St. Address Line 2: 446 COMW MC 682 Address Line 4: Chicago, ILLINOIS 60612 ATTORNEY DOCKET CM16/DIV-1 NUMBER: NAME OF SUBMITTER: Claudia Gatch Signature: /Claudia Gatch/ Date: 02/25/2009 **Total Attachments: 4** source=CM16Assignment#page1.tif source=CM16Assignment#page2.tif source=CM16Assignment#page3.tif source=CM16Assignment#page4.tif RECEIPT INFORMATION EPAS ID: PAT807406 Receipt Date: 02/25/2009 Fee Amount: \$40

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## INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into on the 10<sup>th</sup> day of January 2003, ("Effective Date") by and between Dr. Daniel Fiat ("INVENTOR(S)"), and The Board of Trustees of the University of Illinois ("UNIVERSITY").

WHEREAS, the UNIVERSITY has proprietary rights to the inventions, described in detail on Exhibit A, attached to and incorporated into this Agreement ("INVENTIONS"); and

WHEREAS, UNIVERSITY has determined that it is in the best interests of the parties for UNIVERSITY to assign all right, title and interest in the patent rights related to the Invention which UNIVERSITY may have now in such INVENTIONS to the INVENTOR(S), and for UNIVERSITY to waive any future patent ownership interest in the INVENTIONS, subject to the rights reserved below;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

- 1. UNIVERSITY hereby assigns to INVENTOR(S) all of UNIVERSITY's right, title and interest to all patents and patent applications covering the INVENTIONS, and to waive any future patent ownership interest UNIVERSITY may otherwise have in such INVENTIONS, and INVENTOR(S) agree(s) to accept such assignment hereunder.
- 2. INVENTOR(S) represent that each has made an inventive contribution to the INVENTIONS, or in the case of sole inventorship, that he/she is the only inventor of the INVENTIONS.
- 3. In consideration for said assignment, the INVENTOR(S) agree(s) to waive the income share to which he/she would be entitled as INVENTOR(S) under the UNIVERSITY patent policy, Article III, Section 1 of The General Rules Concerning University Organization and Procedure, and agrees to pay to the UNIVERSITY from eventual Net Income (as defined below): fifteen percent (15%) of Net Income up to a maximum of \$45,759.38. "Net Income" shall mean gross income ("Income"), whether revenue or fair market value of nonmonetary property, generated from licensing the INVENTIONS by INVENTOR(S) or any agent of INVENTOR(S), payable as provided in paragraph 4 below, less the expenses for patent applications and prosecutions incurred by INVENTOR(S).
  - 4. Reports and Right of Accounting.
  - a. INVENTOR(S) shall regularly keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to UNIVERSITY hereunder.

1

- b. INVENTOR(S), within thirty (30) days after December 31 of each year following the Effective Date of this Agreement, shall deliver to UNIVERSITY true and accurate reports of total Income, deductions, and Net Income due UNIVERSITY hereunder from the preceding twelve (12) month period under this Agreement. These reports shall include at least the following, to be itemized per product and process covered by the INVENTIONS:
  - (1) number and type of licensed products, and products and/or processes used, sold or exchanged for value by INVENTOR(S), his/her agents, licensees, sublicensees or any Affiliate;
  - (2) names and addresses of all licensees and sublicensees of INVENTIONS and Affiliates;
  - (3) total Income due from all licensees and sublicensees, including option fees and due diligence payments;
  - (4) itemized deductions; and
  - (5) total Net Income due.
- c. For the term of this Agreement, upon receipt of thirty (30) days' prior written notice, INVENTOR(S) shall allow UNIVERSITY or its agents to inspect such books and records for the purpose of verifying INVENTORS', its agents', licensees' sublicensees' or Affiliates' accounts receivable and Income statements relative to the INVENTIONS. If UNIVERSITY finds INVENTORS' records do not comply with the provisions of this contract for Net Income due UNIVERSITY hereunder, then INVENTOR(S) shall be responsible for all costs, expenses and attorneys' fees, if any, for auditing and rectifying same, which monies shall be payable within sixty (60) days' notice from UNIVERSITY.
- 5. Payment. With each report submitted under paragraph 4 above, INVENTOR(S) shall pay to UNIVERSITY the sums due and payable under this Agreement. If no payments shall be due, INVENTOR(S) shall so report. Payment shall be made payable to the "The University of Illinois" and sent with a Net Income report to:

Office of the Vice Chancellor for Research The University of Illinois at Chicago 312 AOB (M/C 672) 1737 West Polk Street Chicago, IL 60612-7227 ATTN: Office of Technology Management

- 6. Reservation of Rights. The INVENTOR(S) hereby grant(s) to the UNIVERSITY a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to use said INVENTIONS and any improvements thereon for research and educational purposes at UNIVERSITY.
- 7. Non-Assignment. This Agreement may not be assigned by INVENTOR(S) without the prior written consent of UNIVERSITY.

- 8. INVENTOR(S) agree(s) to be fully responsible for complying with all federal invention and disclosure reporting and licensing obligations which may apply with respect to the INVENTIONS.
- 9. The UNIVERSITY does not have any responsibility to further develop the INVENTIONS, and UNIVERSITY shall not be obligated to expend any additional funds, equipment, facilities or other resources. If INVENTOR(S) use UNIVERSITY resources to further develop or improve the INVENTIONS, INVENTOR(S) shall disclose same to the University of Illinois at Chicago's Office of Technology Management. UNIVERSITY reserves the right to own and administer any such improvements or future discoveries related to the INVENTION(S) improvements pursuant to UNIVERSITY policy, Article III Intellectual Property of *The General Rules Concerning University Organization and Procedure*.
  - 10. Illinois law shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by affixing their signatures below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: 5typhen K. Rugg Date: 1/13/03	
Stephen K. Rugg, Comptroller	٠.
ATTEST:	
By: Michele M. Thompson Date: 1/13/03	
Michele M. Thompson, Secretary	

**INVENTOR(S)** 

By: Date: 1/10/03
Inventor

# Exhibit A

Disclosure	Inventor	Title	Status	Patent Counsel
CM16	Dr. D. Fiat Dr. J. Dolinsek	Double-Resonance NMR Coil	• 08/105,419 CIP-1 abandoned	Marshall Gerstein & Borun
			• 08/501,888 CON-1 abandoned	Welsh & Katz
			US patent 5,675,254 issued 10/07/97	W&K
	·		US patent 6,313,631 B1 issued 11/06/01	W&K
			• US patent 6,294,914	W&K
			B1 issued 09/25/01  • 09/906,334 DIV-2  under revision	W&K

6,727,697

PATENT REEL: 022320 FRAME: 0304

**RECORDED: 02/27/2009**