

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Gordon W. Laurie</td> <td>02/13/2002</td> </tr> <tr> <td>Sandhya Sanghi</td> <td>02/15/2002</td> </tr> <tr> <td>Rajesh Kumar</td> <td>02/15/2002</td> </tr> <tr> <td>Angela J. Lumsden</td> <td>03/21/2002</td> </tr> </tbody> </table>		Name	Execution Date	Gordon W. Laurie	02/13/2002	Sandhya Sanghi	02/15/2002	Rajesh Kumar	02/15/2002	Angela J. Lumsden	03/21/2002
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>University of Virginia</td> </tr> <tr> <td>Street Address:</td> <td>One Boar's Head Pointe</td> </tr> <tr> <td>City:</td> <td>Charlottesville</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>22904</td> </tr> </table>		Name:	University of Virginia	Street Address:	One Boar's Head Pointe	City:	Charlottesville	State/Country:	VIRGINIA	Postal Code:	22904
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<b>PROPERTY NUMBERS Total: 1</b>											
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<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (434)924-2493</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 434-924-2173</p> <p>Email: kmoore@uvapf.org</p> <p>Correspondent Name: University of Virginia Patent Foundation</p> <p>Address Line 1: 250 West Main Street, Suite 300</p> <p>Address Line 4: Charlottesville, VIRGINIA 22902</p>											
ATTORNEY DOCKET NUMBER:	00662-07										
NAME OF SUBMITTER:	Rodney L. Sparks										
<p>Total Attachments: 5</p> <p>source=Executed Assign-Invt to UVA (00662-02) (01065219)#page1.tif</p>											

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**PATENT**  
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## ASSIGNMENT

WHEREAS, we, **Gordon W. Laurie, Sandhya Sanghi, Rajesh Kumar and Angela J. Lumsden** (the "Assignors"), have made an invention entitled

### **"OCULAR TEAR GROWTH FACTOR-LIKE PROTEIN"**

described in U.S. Provisional Patent Application Serial No. 60/269,900 filed February 20, 2001, International Patent Application No. PCT/US02/04971 filed February 20, 2002 and all subsequent National Stage applications; and

*[Note: To comply with 37 C.F.R. § 3.21 for recordation of this assignment, the Assignors signing below hereby authorize and request the University of Virginia Patent Foundation In-House Counsel to insert the serial number and filing date when that information becomes available.]*

WHEREAS, the **University of Virginia**, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignors a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

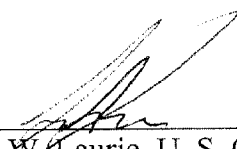
AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor / Date of Execution:


Inventor's Name:

Inventor's Resident Address:

 2/14/02  
\_\_\_\_\_  
Gordon W. Laurie, U. S. Citizen  
919 St. Clair Avenue  
Charlottesville, VA 22901

COUNTY OF )  
ALBEMARLE ) ss:  
COMMONWEALTH OF VIRGINIA )

On this 14<sup>th</sup> day of February, 2002, before me, a Notary Public in and for the County of Albemarle in the Commonwealth of Virginia, personally appeared Gordon W. Laurie, to me personally known, who executed the foregoing instrument in Charlottesville, Virginia and acknowledged the same to be of his own free will for the purposes therein set forth.

  
\_\_\_\_\_  
Sue Ann Carr, Notary Public  
My commission expires on: March 31, 2004

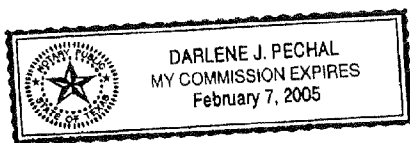
Signature of Inventor / Date of Execution: Sandhya Sanghi 2/15/02  
Inventor's Name: Sandhya Sanghi, Citizen of India  
Inventor's Resident Address: 2511 Kingsbury Drive  
Temple, TX 76502

Place of Execution: TEMPLE

COUNTY / CITY OF )  
Temple ) ss:  
STATE OF TEXAS )

On this 15<sup>th</sup> day of February, 2002, before me, a Notary Public in and for the County or City and State aforesaid, personally appeared Sandhya Sanghi, to me personally known, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes therein set forth.

Darlene J. Pechal [signature, please print name below]  
DARLENE J. PECHAL Notary Public, my commission expires on: 2/7/05



Signature of Inventor / Date of Execution:

Inventor's Name:

Inventor's Resident Address:

Rajesh Kumar 2/15/02  
Rajesh Kumar, Citizen of India  
2511 Kingsbury Drive  
Temple, TX 76502

Place of Execution:

Temple

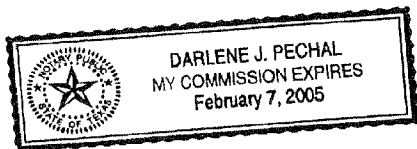
COUNTY / CITY OF )  
Temple ) ss:  
STATE OF TEXAS )


On this 15<sup>th</sup> day of February, 2002, before me, a Notary Public in and for the County or City and State aforesaid, personally appeared Rajesh Kumar, to me personally known, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes therein set forth.

Darlene J. Pechal

[signature, please print name below]

DARLENE J. PECHAL Notary Public, my commission expires on 2/7/05



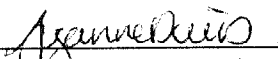
Signature of Inventor / Date of Execution:  3.21.02  
Inventor's Name: Angela J. Lumsden  
I hold dual citizenship in New Zealand and Canada  
Inventor's Resident Address: 14 Stuart Street  
Mosman Park, WA 6012

Date of Execution: 21st March 2002

Place of Execution: UNIVERSITY OF WESTERN AUSTRALIA  
PERTH, WESTERN AUSTRALIA

OUTSIDE THE USA: Witnesses are required when acknowledgment before a Notary Public is not feasible.

Katie Penrose  
Witness (Signature)

  
Witness (Signature)

Katherine Penrose  
Print Name

Suzanne Davis  
Print Name