

**PATENT ASSIGNMENT**

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University of Virginia	04/22/2002
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<b>Name:</b>	University of Virginia Patent Foundation
<b>Street Address:</b>	250 West Main Street, Suite 300
<b>City:</b>	Charlottesville
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22902
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<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(434)924-2493
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	434-924-2173
<b>Email:</b>	kmoore@uvapf.org
<b>Correspondent Name:</b>	University of Virginia Patent Foundation
<b>Address Line 1:</b>	250 West Main Street, Suite 300
<b>Address Line 4:</b>	Charlottesville, VIRGINIA 22902
<b>ATTORNEY DOCKET NUMBER:</b>	00662-07
<b>NAME OF SUBMITTER:</b>	Rodney L. Sparks
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## ASSIGNMENT

WHEREAS, the **University of Virginia** 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignor") possesses the right, title and interest for and in 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

WHEREAS, the **University of Virginia Patent Foundation**, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903 (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, Assignor has 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 Assignor 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 Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests 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 Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest herein assigned, that it has 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 Assignor further covenants and agrees 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 Assignor 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 Assignor further covenants and agrees that Assignor 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, said Assignor has hereunto set his hand.

Signature of  
Representative for Assignor:



David J. Hudson  
Associate Vice President for Research  
and Public Service, University of Virginia


Representative's Title:

Place of Execution:

Charlottesville, Virginia

COUNTY OF ALBEMARLE )  
) ss:  
COMMONWEALTH OF VIRGINIA )

On this 22<sup>nd</sup> day of **April**, 2002, before me, a Notary Public in and for the County or City aforesaid, in the Commonwealth of Virginia, personally appeared David J. Hudson, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his free act and deed for the uses and purposes therein set forth.

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