# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Don Farthing	12/10/2010
H. Thomas Karnes	01/07/2011
Lei Xi	01/06/2011
Domenic Sica	12/14/2010
Todd Gehr	12/15/2010
Lynne Gehr	12/15/2010
Martin Unverdorben	12/15/2010

### **RECEIVING PARTY DATA**

Name:	Virginia Commonwealth University
Street Address:	800 East Leigh Street
Internal Address:	Suite 113
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12671912

## **CORRESPONDENCE DATA**

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**PATENT** 

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ATTORNEY DOCKET NUMBER:	02940517AA	
NAME OF SUBMITTER:	Michael E. Whitham	
Total Attachments: 12		
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WHEREAS, we, Don Farthing, LeiXi; H. Thomas Karnes; Domenic Sica; Todd Gehr; Lynne Gehr and Martin Unverdorben have invented certain new and useful improvements in an invention entitled *METHOD FOR DIAGNOSING ACUTE CARDIAC ISCHEMIA* for which a United States Letters Patent Applicationwas filed on February 2, 2010 and has been assigned US Patent application No. 12/671,912 and is a national application based on PCT/US2008/071929; and

WHEREAS, Virginia Commonwealth University, a corporate instrumentality of the Commonwealth of Virginia, hereinafter referred to as UNIVERSITY, is desirous of acquiring certain rights thereunder; and

WHEREAS, the invention was made using facilities and resources controlled by the UNIVERSITY; and

WHEREAS, Virginia Commonwealth University's Intellectual Properties Policy, which applies to us as employees of Virginia Commonwealth University pursuant to Section 23-4.3.B of the CODE OF VIRGINIA, provides among other things, that inventions made using facilities and resources controlled by the UNIVERSITY become the property of the UNIVERSITY and that UNIVERSITY employees-inventors are obligated to assign their rights in the invention and any patent application(s) and any patent(s) issued thereon to the UNIVERSITY;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, we agree to and do hereby sell, assign and transfer unto said UNIVERSITY the entire right, title, and interest in and throughout the United States of American (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole- or in part, renewal, reissue or other patent application based thereon, and based upon said invention, together with the right of said UNIVERSITY to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of the priority right provided by the International convention of 1883, as amended to date, and any such priority right;

TO BE HELD AND ENJOYED BY said UNIVERSITY, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND we do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said UNIVERSITY;

AND in addition we agree that any and all royalties, rents, payments or any receipts from the sale, assignment, transfer, licensing or use of said invention, whether patented or not, which are received by the said UNIVERSITY shall be the property of the UNIVERSITY with the understanding that I will receive a percentage of said royalties, rents, payments, or receipts pursuant to and in accordance with the Virginia Commonwealth University Intellectual Properties Policy as adopted May 20, 1988, or as amended or superseded thereafter;

AND we do hereby covenant for ourselves and our legal representatives and agree with said UNIVERSITY, its successors and assigns that we have granted no right or license to make, use or sell said invention to anyone except said UNIVERSITY, that prior to the execution of this deed my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF. We have hereunto set hand and seal this,

[2 - 10 - 10] Date	Don Farthing
Date	Lei Xi
Date 1(7/11	Thomas H. Karnes H. Thomas Karnes
Date	Domenic Sica

Date	Todd Gehr
Date	Lynn Gehr
Date	Martin Unverdorben

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Date	Don Farthing
1-6-2011	A Bleite
Date	Lei Xi
Date	Thomas H. Karnes
12(14)10	Ducan Sen
Date	Domenic Sica

Date	Todd Gehr
Date	Lynn Gehr
Date	Martin Unverdorben

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Date	Don Farthing
Date	Lei Xi
Date	Thomas H. Karnes
Date	Domenic Sica

12/11/10	2000
Date	Todd Gehr
12-15-10 Date	Jame 14/11 Lynne LC 12-15-10
Date	Martin Unverdorben

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Date	Don Farthing
Date	Lei Xi
Date	Thomas H. Karnes
Date	Domenic Sica

Date	Todd Gehr
Date	Lynn Gehr
15 December 2010	Mit Clarent
Date	Martin Unverdorben