

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Loughborough University Enterprises Ltd.	07/08/2011
RECEIVING PARTY DATA	
Name:	Dr Sijung Hu
Street Address:	79 Holywell Drive
City:	LOUGHBOROUGH
State/Country:	UNITED KINGDOM
Postal Code:	LE11 3JX
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7263395
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	01509227058
Email:	S.Hu@lboro.ac.uk
Correspondent Name:	Sijung Hu
Address Line 1:	79 Holywell Drive
Address Line 4:	LOUGHBOROUGH, UNITED KINGDOM LE11 3JX
NAME OF SUBMITTER:	Sijung Hu
Total Attachments: 4 source=Venox Assignment032#page1.tif source=Venox Assignment032#page2.tif source=Venox Assignment032#page3.tif source=Venox Assignment032#page4.tif	

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ASSIGNMENT

THIS AGREEMENT is made on the 23th April 2010 ("the Effective Date")

BY AND BETWEEN

Loughborough University Enterprises Limited, The Enterprise Office, Rutland Hall Offices, Loughborough University, Loughborough, Leicestershire, LE11 3TP, UK (hereinafter referred to as 'LUEL' which expression shall where the context permits include its successors and assigns)

AND

Dr Sijung Hu whose home address is ⁹76 Holywell Drive, Loughborough, Leicestershire, LE11 3JX. (hereinafter referred to as 'SH' which expression shall where the context permits include its successors and assigns)

WHEREAS:

- (A) LUEL is the registered proprietor and beneficial owner of the *patent application and patent* listed in the Schedule hereto ('the Rights')
- (B) SH wishes to be assigned the rights of LUEL referred to in Recital (A) above and LUEL is willing to assign the Rights to SH on the terms set out below.

NOW THEREFORE it is AGREED as follows:

1. ASSIGNMENT - Operative Provisions

- 1.1 For the consideration hereafter set forth in Clause 2, LUEL hereby, as from the Effective Date, transfer makes over and assign with full guarantee of title its entire right title and interest in and to the Rights together with the right to priority there from in connection with any application for a patent or other form of protection bases thereon with full power to license defend maintain amend or abandon and to pursue infringements and retain all royalties damages or other payments in respect of all acts done before and after this Assignment. SH will be responsible for any costs in connection with the prosecution of the Rights.
- 1.2. LUEL undertakes that, at the request and expense of SH, LUEL will sign or procure the signing of any document and will perform or procure the performance of any act reasonably required by SH for the purpose of making any entry relating to the assignment of the Rights on any official register and in connection with the making and vesting in SH of any application filed or to be filed in connection with the Rights and any and all other rights appropriate to be transferred to SH and in connection with any restoration revocation opposition infringement or other proceedings that it is proper for SH to be or become involved in.
- 1.3 LUEL warrant to the best of its knowledge that in respect of its entire right title and interest in and to the Rights
 - 1.3.1 it is the proprietor, legal and beneficial owner of the Rights and hold that the Rights are free of all liens, charges, encumbrances and other rights of or obligations owing to any person and that LUEL has not granted any licence, assignment or legal or equitable charge in respect of any of them;
 - 1.3.2 no person has the right to call for the assignment or grant of a licence to it of

any of the Rights under any option or other agreement, nor is there any conditional or unconditional agreement whereby such right may arise;
1.3.3 to the best of LUEL's knowledge none of its rights under any of the Rights is being challenged, violated or infringed by any person

1.4 LUEL gives no representation, warranty or undertaking that the use of the Rights will not infringe any industrial, intellectual or other property or other rights of any third party.

2. CONSIDERATION

2.1 In consideration of the assignment of the Rights granted in this Agreement SH shall as from the Effective Date grant to LUEL a non-exclusive, royalty-free licence (with no right to sub-licence) to use the Rights solely for the purposes of carrying out academic research and teaching, for the avoidance of doubt, SH does not grant LUEL any rights to the undertake any commercial exploitation which would be subject to a separate agreement.

3. LIABILITY

3.1 LUEL accepts no responsibility for the use of the Rights by or on behalf of SH.

3.2 SH shall indemnify LUEL against any liability for claims made against LUEL as a result of the SH's use of the Rights.

3.3 Except in respect of the injury to or death of any person caused by the negligent act or omission or willful misconduct of a party, its employees, agents or sub-contractors (for which the party's liability shall be unlimited), each party's total liability in respect of any contractual breach or representation, statement or tortuous act or omission arising out of or in connection with this Agreement shall not exceed £100,000.

4. RESEARCH LICENCE AND OBLIGATIONS OF SH

4.1 SH undertakes with LUEL not to hold itself out to be LUEL's agent nor as having any authority whatsoever to accept any order on behalf of LUEL nor to give any warranty nor make any representation on behalf of LUEL nor to make any claim nor pledge the credit of nor contract in any other manner on behalf of LUEL nor commit LUEL to any liability or obligation of any kind whatsoever.

4.2 In the event that the Rights are assigned to a third party SH shall transfer the whole of the obligations under this Agreement.


5. MISCELLANEOUS

5.1 This Agreement may be amended, modified or supplemented only by a written document that identifies itself as a formal amendment to this Agreement and which is signed by authorised representatives of the parties.

5.2 In entering into this Agreement, none of the parties do so on the basis of, and do not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing contained in this Agreement shall, however, exclude the liability of any of the party's' for fraud.

- 5.3 If any provision or part of a provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of the affected provision.
- 5.4 This Agreement sets forth the entire agreement and understanding of SH and LUEL with respect to its subject matter, and it supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either of them. Nothing contained in this Agreement shall, however, operate to exclude or limit the liability of either party for fraud.
- 5.5 The failure of SH or LUEL to insist in any one or more instances upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment for the future of such term or provision or of any other terms, provisions, covenants and conditions contained in this Agreement, but the same shall continue and remain in full force and effect.
- 5.6 Failure or delay by any party to exercise a right or remedy provided by this Agreement or by law is not a waiver of that or other rights or remedies. Any waiver by either party of a breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.
- 5.7 This Agreement shall be governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.

IN WITNESS of these matters this document has been executed by the parties on the date set out at the beginning of this Agreement.

Signature: 

Name: **Dr Sijung Hu**

Date: 15/12/.....2010

For and on behalf of

Loughborough University.

Signature: 

Name: PHILL DICKENS

Title: PRO VICE CHANCELLOR (ENTERPRISE)

Date: 14/12/.....2010

SCHEDULE

PATENT APPLICATION

Abstract Title – Venox

Application Number: 1469773

Requested Application: GB

Filing date: 31.01.2003

Priority number, date: GB20020002285, 31.01.2002

Inventor(s):
(1) Fang Chiat Daniel Chan
(2) Matthew James Hayes
(3) Peter Richard Smith

Applicant(s): Loughborough University Enterprises Limited

PATENT

Patent Title – Venox

Patent Number: ZL03806757.9

Grant date: 15 October 2008

Inventor(s):
(1) Fang Chiat Daniel Chan
(2) Matthew James Hayes
(3) Peter Richard Smith

Applicant(s): Loughborough University Enterprises Limited

Requested Patent: CHINA, UK, USA

Application Number: ZL03806757.9

Abstract

A method of non-invasively measuring venous oxygen saturation, comprising:

- applying a pressure transducer at a first site on a body,
- applying a drive signal to the external pressure transducer at a predetermined frequency, to cause a series of pulsations of a predetermined magnitude in the venous blood volume in the vicinity of said first site,
- applying an oximeter device at a second site on the body,
- measuring output signals received from said oximeter device, said output signals containing a component representative of the modulation of venous blood volume due to said pulsations,
- deriving a measure of venous oxygen saturation from the frequency response of said output signals.