

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Washington University	08/30/2011
RECEIVING PARTY DATA	
Name:	Madelyn Stazzone
Street Address:	15587 Meadowbrook Circle Lane
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13269095
CORRESPONDENCE DATA	
Fax Number:	(314)667-3633
Phone:	3145526000
Email:	ipdocket@thompsoncoburn.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	THOMPSON COBURN LLP/B. Volk
Address Line 1:	One US Bank Plaza
Address Line 4:	St. Louis, MISSOURI 63101
ATTORNEY DOCKET NUMBER:	53930-99334
NAME OF SUBMITTER:	Benjamin L. Volk, Jr.
Total Attachments: 3 source=Assignment2#page1.tif source=Assignment2#page2.tif source=Assignment2#page3.tif	

CH \$40.00 13269095

ASSIGNMENT OF TECHNOLOGY

WU Case: 004481

ASSIGNEE: Madelyn Stazzone

WHEREAS, on this day, August 30, 2011 (“Effective Date”) The Washington University, a corporation of the State of Missouri having its principal office and place of business at One Brookings Drive, St. Louis, Missouri, 63130, (“ASSIGNOR”) is the owner of certain right, title and interest in certain inventions as disclosed to the Washington University Office of Technology Management on May 24, 2004 having a Case No. of 004481 titled “High Resolution MR Imaging Utilizing Rapid Interleave Overlap Technique (RIOT)” (the “Invention”);

WHEREAS, the Invention was invented by Madelyn Stazzone, Fred W. Prior, and Omar El-Ghazzawy; and

WHEREAS, Dr. Stazzone (the “ASSIGNEE”) seeks to obtain certain right, title and interest in such Invention; and

WHEREAS, Fred W. Prior and Omar El-Ghazzawy have waived all right title and interest in the Invention;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ASSIGNOR hereby sells, assigns and transfers to the ASSIGNEE, , the full and exclusive right, title and interest in the United States (including its territories and dependencies) and all countries foreign thereto in, to and under the Invention and any other United States applications (including provisional, non-provisional, divisional, continuing and reissue applications) based in whole on any Invention application or patent and any patents (including extensions thereof) of any country that have been or may be granted on any of the aforesaid applications or on the Inventions and including all rights to claim priority through any international convention or treaty and all copyrights and other intellectual property rights on, related to or embodied in the Invention;

Notwithstanding anything herein to the contrary, ASSIGNOR is not selling, assigning, transferring or otherwise encumbering any other invention or intellectual property hereunder, including any improvement, reductions to practice or enhancement to the present Invention as disclosed and filed.

ASSIGNOR retains a perpetual, irrevocable, non-exclusive license to use the Invention, including under all patents claiming any part of the Invention, solely for any and all research and education purposes, including the performance of sponsored research and the granting of sublicenses to other non-profit entities solely for collaborative research purposes;

ASSIGNEE represents and warrants that ASSIGNEE is an inventor (as that term is defined by U.S. law) of the Invention;

ASSIGNEE agrees to defend and indemnify ASSIGNOR, its directors, officers, faculty, staff and employees from all costs and expenses, including reasonable attorney fees, incurred in connection with or as a result of any claim from any ASSIGNEE or third party involving or relating to ownership, inventorship, use or commercialization of the Inventions;

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States of America, to issue any and all United States Patents that may be granted on any assigned application or on the Invention or any part thereof, in the name of the ASSIGNEE;

EXCEPT AS EXPRESSLY REPRESENTED AND WARRANTED BY ASSIGNOR HEREIN, EVERYTHING PROVIDED BY ASSIGNOR HERETO, INCLUDING ALL RIGHTS IN AND TO THE INVENTIONS, IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT, TRADEMARK, COPYRIGHT OR ANY OTHER THIRD-PARTY RIGHT; AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, COMMERCIAL VIABILITY, FREEDOM TO OPERATE, ENFORCABILITY, VALIDITY OR ANY OTHER ASPECT OF THE INVENTION OR ANY RIGHTS THEREIN;

In accordance with Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. §§ 200-212, and the regulations related thereto, the United States government retains certain rights to inventions, which may include the Invention, arising from federally supported research or development. Under these laws and implementing regulations, the government may impose requirements on such inventions. License products embodying inventions subject to these laws and regulations sold in the United States must be substantially manufactured in the United States. The rights granted herein are expressly made subject to these laws and regulations as they may be amended from time to time and ASSIGNEE shall be required to abide by all such laws and regulations at all times;

ASSIGNEE represents, warrants and agrees that all licenses or other agreements with third parties involving the commercialization of the Inventions shall provide for the indemnification and defense of ASSIGNOR, its directors, officers, faculty, staff and employees from all product liability and other risks associated with commercialization on terms no less favorable than those of ASSIGNOR'S then current standard terms and conditions;

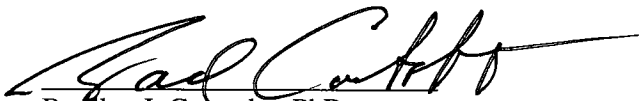
ASSIGNOR represents and warrants that it has the right to sell, assign and transfer the Invention as provided herein and that ASSIGNOR has not sold, assigned or transferred any right, title or interest in the Invention to any other person or entity.

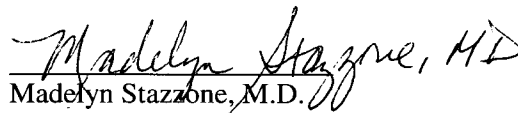
Upon execution of the assignment and delivery thereof to ASSIGNEE, ASSIGNEE shall pay to ASSIGNOR the amount of \$1,505.00, which is the amount of the issue fee payment made to the US Patent and Trademark Office by ASSIGNOR on behalf of the ASSIGNEE. If and only if the ASSIGNEE receives profits from the commercialization, sale or license of the Invention, the ASSIGNEE shall reimburse ASSIGNOR \$15,997.50, which is the amount of ASSIGNOR'S expenses incurred regarding the Invention as of the date of this Agreement, such reimbursement being paid first from any and all revenue received by ASSIGNEE.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have hereunto set their hand to the foregoing assignment.

THE WASHINGTON UNIVERSITY:

ASSIGNEE


Bradley J. Castanho, PhD


Madelyn Stazzone, M.D.

Assistant Vice Chancellor for Research,
Office of Technology Management
Title

8/31/11
Date:

9/7/11
Date