

Attorney Docket No. 4451-176

RECORDATION FORM COVER SHEET PATENTS ONLY

Form PTO-1595
OMB No. 0651-0027

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party (ies): UNIVERSITY OF MARYLAND BIOTECHNOLOGY INSTITUTE Additional name(s) of conveying party (ies) attached? ☐ Yes ☒ No	2. Name and address of receiving party (ies) UNIVERSITY OF MARYLAND BALTIMORE COUNTY 1000 HILLTOP CIRCLE BALTIMORE, MD 21250
3. Nature of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other: _____ Execution Date(s): 5/10/10 (UMBI)	

4. Application number(s) or patent number (s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No. (s)	B. Patent No. (s) 7,462,480
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Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kelly K. Reynolds Company Name: HULTQUIST IP Street Address: P.O. Box 14329 City: Research Triangle Park State: NC Zip: 27709	6. Total Number of applications and patents involved: <u>1</u> 7. Total fee (37 C.F.R. 3.41).....\$40.00 ☒ Enclosed Credit Card Payment Form ☒ Authorized to charge any deficiency or credit any overpayment to deposit account 8. Deposit account Number: <u>08-3284</u> (Attach duplicate copy of this page if paying by deposit account)
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9. Date and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<u>Kelly K. Reynolds</u> Name of person signing	 Signature	<u>February 21, 2012</u> Date
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Total number of pages including cover sheet, attachments and documents: 5

OP \$40.00 746248

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made as of the date of the last signature on the signature page ("**Effective Date**"), by and between **UNIVERSITY OF MARYLAND BIOTECHNOLOGY INSTITUTE**, having a principal place of business at 701 East Pratt Street, Suite 200, Baltimore, MD 21202 ("**Assignor**") and **UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**, having a principal place of business at 1000 Hilltop Circle, Baltimore, Maryland 21250 ("**Assignee**").

WHEREAS, Assignor and Assignee are each institutions of the University System of Maryland ("**USM**"), a public corporation and an instrumentality of the State of Maryland;

WHEREAS, the assets of Assignor are being transferred to various institutions of the USM and the faculty and staff in the Institute of Fluorescence ("**IOF**") and certain faculty in the Center of Marine Biotechnology ("**COMB**") will be transferred from Assignor to Assignee on or about April 25, 2010; and

WHEREAS Dr. Govind Rao is currently a member of the faculty at UMBC, and

WHEREAS, Assignor is either a joint owner or exclusive owner of all right, title, and interest in and to the patent(s) and patent application(s) identified in **Exhibit A** attached hereto; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to said patents and patent applications of Assignor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Assignor** hereby assigns to **Assignee** all its right, title, and interest to all intellectual property identified in **Exhibit A** attached hereto, and in any and all United States and/or international or foreign patent applications thereon, continuing patent applications thereon (including without limitation substitutions, divisionals, continuations, and continuations-in-part), patents or Letters Patent issued therefrom, and reissues, extensions, renewals, and reexaminations of such applications or patents (collectively, the "**Patents and Patent Applications**").

Such right, title, and interest in the Patents and Patent Applications are to be held and enjoyed by Assignee to the same extent as they would have been held and enjoyed by Assignor had this Assignment not been made, to the full end of the term or terms for which any such patent(s) issue. Assignor hereby represents and warrants that Assignor has full right to convey its entire right, title, and interest in and to the Patents and Patent Applications herein assigned, and that Assignor has not executed and will not execute any agreement or other document in conflict therewith.

Assignor agrees to use its best efforts for as long as Assignor exists as a separate entity within the USM to effect such assignment, to execute and deliver separate Assignments, patent applications, and other documents necessary or expedient in connection with, and to cooperate with and to assist Assignee in connection with: further perfecting the assignment of the Patents and Patent Applications to Assignee; Assignee's preparation, filing, prosecution (including without limitation defense in interference proceedings, reexaminations, or litigation), enforcement, and/or maintenance of the Patents and Patent Applications; or for Assignee to protect and commercialize the intellectual property right, title, and interests in and to the Patents and Patent Applications (including without limitation copyright and/or trademarks).

Assignor agrees to use its best efforts for as long as Assignor exists as a separate entity within the USM to pay any direct costs incurred by or on behalf of Assignor prior to the Effective Date of this agreement in association with preparing, filing, prosecuting, enforcing, maintaining, or otherwise protecting the patents and patent applications identified in Exhibit A. Assignee shall not be liable for any such direct costs incurred by or on behalf of Assignor prior to the Effective Date of this agreement. Assignor shall incur no further costs as of the Effective Date of this agreement.

Assignor hereby requests that the Commissioner of Patents transfer registered ownership of said Patents and Patent Applications, and any reissuance or extension thereof, to the Assignee for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

ASSIGNOR:

**UNIVERSITY OF MARYLAND
BIOTECHNOLOGY INSTITUTE**

By: 

Name: Edward Eisenstein
Title: Acting President, UMBI

Date: 05/10/10

Witness: 

Name: JON ROTTLIERS

ASSIGNEE:

**UNIVERSITY OF MARYLAND
BALTIMORE COUNTY**

By: 

Name: Geoffrey Summers
Title: Vice President for Research

Date: May 5, 2010

Witness: Catherine A. Allison

Name: Catherine A. Allison

wcm

**APPROVED
UMBC
Office of General Counsel**



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