

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Howard Hughes Medical Institute	03/17/2010
RECEIVING PARTY DATA	
Name:	University of Utah
Street Address:	201 South Presidents Circle
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13257588
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ATTORNEY DOCKET NUMBER:	00846-U4587.PCT1.US
NAME OF SUBMITTER:	Erik S. Ericksen
Total Attachments: 3 source=HHMI2#page1.tif source=HHMI2#page2.tif source=HHMI2#page3.tif	

OP \$40.00 13257588

WHEN RECORDED RETURN TO:

US PATENT APPLICATION 61/161,345
ATTORNEY DOCKET NO. 00846-U4587.PROVA

Erik S. Ericksen, M.S.
THORPE NORTH & WESTERN, LLP
P.O. BOX 1219
SANDY, UTAH 84091-1219

ASSIGNMENT

WHEREAS, The Howard Hughes Medical Institute (HHMI) (a nonprofit corporation organized and existing under the laws of the State of Delaware, located at Bethesda, MD) (hereinafter "Assignor") is the owner of a MICROSCOPY SYSTEM AND METHOD FOR CREATING THREE DIMENSIONAL IMAGES USING PROBE MOLECULES for which a United States Patent Application was filed on March 18, 2009 as THORPE NORTH & WESTERN, LLP Docket No. 00846-U4587.PROVA, and given U.S. Patent Application Serial No. 61/161,345; and

WHEREAS, the **University of Utah**, an institution of higher education and a nonprofit organization organized and existing under the laws of the State of Utah, located at 201 South Presidents Circle, Salt Lake City, Utah 84112 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignor, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said

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invention in its own name, wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Assignment

US Patent Application No. 61/161,345

Attorney Docket No. 00846-U4587.PROVA

Executed this 17 day of March, 2010, at Salt Lake City, UT.

THE HOWARD HUGHES MEDICAL
INSTITUTE (HHMI)

By Erik Jorgensen
Erik Jorgensen
Delegate Authorized to sign on Behalf
of HHMI

STATE OF UTAH)
 : ss
County of Salt Lake)

Before me personally appeared Erik Jorgensen who is a delegate authorized to sign on behalf of The Howard Hughes Medical Institute and duly acknowledged to me that he signed this instrument on behalf of the University of Utah this 17 day of March, 2010.

Chris Higbee
Notary Public

