

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2655486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRANCIS G. SPINALE	11/06/2013
RECEIVING PARTY DATA	
Name:	MEDICAL UNIVERSITY OF SOUTH CAROLINA
Street Address:	171 ASHLEY AVENUE
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29425
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13756129
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	115.0163USU1
NAME OF SUBMITTER:	MARK E. DEFFNER
Signature:	/Mark E. Deffner/
Date:	12/19/2013
Total Attachments: 3 source=Assignment Spinale#page1.tif source=Assignment Spinale#page2.tif source=Assignment Spinale#page3.tif	

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do hereby:

SELL, ASSIGN AND TRANSFER to MEDICAL UNIVERSITY OF SOUTH CAROLINA (the "Assignee"), having a place of business at 171 Ashley Avenue, Charleston, SC 29425, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent, Serial No. **13/756,129** which has been filed on **January 31, 2013** and is entitled "**SYSTEMS AND METHODS USING BIOMARKER PANEL DATA,**" which claims priority to United States Provisional Patent Application Serial No. 61/593,037, filed January 31, 2012, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

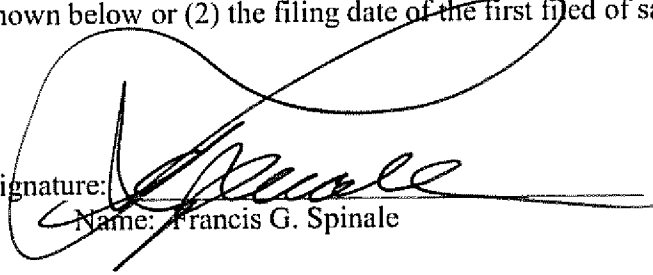
AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

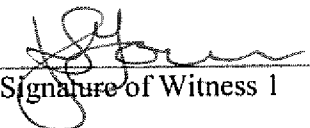
The assignment of said invention is effective as of the earlier of (1) the date of execution shown below or (2) the filing date of the first filed of said patent applications.


Signature: 

Name: Francis G. Spinale

Date: November 6, 2013

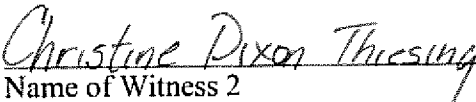
WITNESSED BY:


Signature of Witness 1


Name of Witness 1

Date: November 6, 2013


Signature of Witness 2


Name of Witness 2

Date: November 6, 2013

UNIVERSITY TO FOUNDATION ASSIGNMENT

WHEREAS, Medical University of South Carolina, having a place of business at 171 Ashley Avenue, Charleston, SC 29425-2230, (hereinafter termed "Assignor"), owns the entire right, title, and interest in the inventions described below (hereinafter "Said Inventions,")

SYSTEMS AND METHODS USING BIOMARKER PANEL DATA

for United States Serial No. 13/756,129 has been filed on January 31, 2013, and which claims priority to United States Provisional Patent Application Serial No. 61/593,037, filed January 31, 2012, and

WHEREAS, MUSC Foundation for Research Development, having a place of business at 19 Hagood Avenue, Suite 909, Charleston, SC 29425, (hereinafter termed "Assignee"), is desirous of acquiring the Assignor's right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received from said Assignee, including the obligations of Assignee to Assignor contained in the Affiliation Agreement and related agreements between the Assignor and Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefore and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee this 7th day of November, 2013.

MUSC FOUNDATION FOR RESEARCH
DEVELOPMENT

By: _____

Michael Rusnak

Title: Executive Director

MEDICAL UNIVERSITY OF
SOUTH CAROLINA

By: _____

Mark S. Sothmann

Title: Vice President for Academic Affairs and Provost

PATENT