

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2818295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAGADEESWARAN PUDUR	04/13/2014
RECEIVING PARTY DATA	
Name:	ZF BIOPHARMA
Street Address:	183 CHAUCER CT
City:	COPPELL
State/Country:	TEXAS
Postal Code:	75019
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10525571
Patent Number:	7357916
PCT Number:	WO2004092325
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	pudjag@gmail.com
Correspondent Name:	PUDUR JAGADEESWARAN
Address Line 1:	2231 NORWICH ST
Address Line 4:	FLOWER MOUND, TEXAS 75028
NAME OF SUBMITTER:	/PUDUR JAGADEESWARAN/
SIGNATURE:	/Pudur Jagadeeswaran/
DATE SIGNED:	04/17/2014
Total Attachments: 10	
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Pudur Jagadeeswaran, Ph.D.
2231 Norwich Street
Flower Mound, TX 75028

Rao Kalvala
CEO
ZF Biopharma Inc.
183 Chaucer Street
Coppell, TX xxx

April 11th, 2014

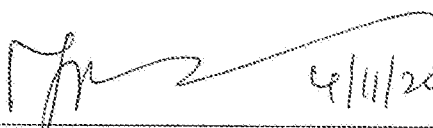
Re: Agreement to Assign Patent

Dear Mr. Rao Kalvala,

I, Pudur Jagadeeswaran do hereby assign and transfer unto ZF BioPharma Inc. 183 Chaucer Street, Coppell, Texas 75019 (hereafter referred to as "Assignee") on April 11, 2014 the entire right, title and interest in and to the Patent, as defined below, subject to the terms and conditions specified in this Agreement.

1. "Patent" shall mean: U.S. Patent No. 7,357,916 entitled "*Method for Creating a Uniform Vascular Wound in Zebrafish or Zebrafish Larva*" invented by Pudur Jagadeeswaran, Ph.D. and all patents, U.S. and foreign counterparts, divisions, continuations, reissues, reexaminations or extensions thereof.
2. The Assignee shall comply with all applicable requirements and conditions of transfer laid out in the letter of South Texas Technology Management dated March 06, 2009 on behalf of the UT System Board of Regents (Attached herewith). 9 pages
3. The assignee desires to own entire right, title, and interest in and to the Patent.
4. The receipt of the said patent is hereby acknowledged, and Pudur Jagadeeswaran assigns, transfers, and sets over to the assignee, its lawful successors, his rights, title and interest in and to the Subject Patent, together with all the reissues, reexaminations, and extensions thereof and all corresponding foreign patent rights.
5. Pudur Jagadeeswaran hereby authorizes and requests the Commissioner of Patents and Trademarks of U. S. to issue all Letters Patent to this Subject Patent to the assignee, its successors and assigns in accordance with terms of this Assignment.

In testimony thereof, each party has caused its authorized representative to execute this assignment.


Pudur Jagadeeswaran

April 11, 2014


Rao Kalvala
ZF Biopharma Inc.
April 11, 2014



March 6, 2009

Pudur Jagadeeswaran, Ph.D.
1207 Avenue A
Denton TX 76201

Re: Agreement to Assign Patent
STTM Reference No.: 2002.023

Dear Dr. Jagadeeswaran:

South Texas Technology Management (STTM) of The University of Texas Health Science Center at San Antonio (UTHSCSA), on behalf of the UT System Board of Regents ("Board"), does hereby sell, assign and transfer unto Pudur Jagadeeswaran, Ph.D. ("Assignee") on March 18th, 2009 (the "Effective Date") the entire right, title and interest in and to the Patent, as defined below, subject to the terms and conditions specified in this Agreement. STTM will have the attached Assignment duly executed by a representative of the Board of Regents of The University of Texas System subject to:

- Approval by the National Institutes of Health;
- Execution of this Agreement; and
- Payment of the Patent Assignment Fee.

Assignee agrees to release Board and UTHSCSA from all obligations under UT System Board of Regents' *Rules and Regulations, Series 90000 – 90106: Intellectual Property*, UTHSCSA *Handbook of Operating Procedures, Chapter 12: Intellectual Property*, and any other laws or regulations that may relate to the Patent, including any requirement to remunerate him for his role as the inventor of the Patent and including any future consideration that he would have been entitled to receive from commercializing the invention(s) covered in the Patent.

1. "Patent" shall mean: U.S. Patent No. 7,357,916 entitled "*Method for Creating a Uniform Vascular Wound in Zebrafish or Zebrafish Larva*" invented by Pudur Jagadeeswaran, Ph.D. and all patents, U.S. and foreign counterparts, divisions, continuations, reissues, reexaminations or extensions thereof.
2. Assignee agrees to pay a Patent Assignment Fee of twenty-nine thousand six hundred twenty dollars and thirty-two cents (\$29,620.32) payable upon execution of this Agreement.

Pudur Jagadeeswaran, Ph.D.

Date: March 6, 2009

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3. Assignee grants The University of Texas System ("System") and its component institutions a transferable, nonexclusive, royalty-free license to use the Patent in educational, research, and patient care activities.
4. After payment of the Patent Assignment Fee, Assignee is entitled to keep all Consideration¹ valued up to one million dollars (\$1,000,000). Thereafter, Assignee must pay the UTHSCSA twenty-five percent (25%) of all Consideration received. For all Consideration owed to the UTHSCSA, Assignee may pay by the following methods:

(a) by check payment to South Texas Technology Management, sent by United States mail to: South Texas Technology Management, San Antonio Technology Center, 3463 Magic Drive, Suite 350, San Antonio, Texas 78229, Attention: Director; or

(b) by wire transfer to:

Frost National Bank
100 W Houston Street
San Antonio, Texas 78205
Swift - FRSTUS44

ABA - 114000093
Account Name - UTHSC Electronic Funds Transfers
Account # - 019989967

5. Assignee agrees to submit a report by August 31, 2012 and bi-annually thereafter, to UTHSCSA, South Texas Technology Management, San Antonio Technology Center, 3463 Magic Drive, Suite 350, San Antonio, Texas 78229, Attention: Director, describing any and all patent prosecution relating to the subject matter covered by the Patent, any and all attempts to commercialize the Patent and any Consideration Assignee received from this commercialization.

¹ "Consideration" relates only to products covered by an issued claim of the Patent, and means any economic consideration received through commercialization of the Patent by Assignee or on Assignee's behalf, to include any consideration received by a company founded in part by Assignee to commercialize the invention. "Consideration" includes, but is not limited to, royalties; up-front payments; marketing, distribution, franchise, option, license, or documentation fees; bonuses; consultancy payments; milestone payments; distributorship fees or advances; and equity securities or other non-cash consideration. The value of publicly traded equity securities will be calculated as the average market value of the class of stock for five consecutive days immediately preceding the transfer to you. In the case of a private company, the value of equity securities will be the price of the last issued stock. In cases where Consideration includes equity securities, UTHSCSA shall share in any premium over the average market value that Assignee receives.

Pudur Jagadeeswaran, Ph.D.

Date: March 6, 2009

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6. Assignee agrees to submit a fully executed copy of the "Inventor Certification" for funding from the National Institutes of Health to UTHSCSA's STTM within 30 days.
7. Assignee agrees to comply with all applicable requirements of the Patent Statute (Title 35 of the United States Code) and implementing regulations, and specifically, the provisions relating to the patenting of inventions made with federal funds (35 U.S.C. 200 *et seq.*). These provisions include, but are not limited to, the following:
 - a. Notifying the United States Government ("Government") of (i) information relating to any additional patents that may issue from the patent, including issue date, patent number, title of patent, and evidence of government support clause, and (ii) any decision to discontinue patent prosecution or to discontinue payment of applicable maintenance fees;
 - b. Acknowledging Government support in the patent; and
 - c. Showing a preference for licensing to United States industry and small businesses.

Please indicate your understanding and concurrence of the terms and conditions as outlined herein by executing this letter and returning both signed originals, with payment of Patent Assignment Fee, to South Texas Technology Management, The San Antonio Technology Center, 3463 Magic Drive, Suite 350, San Antonio, Texas 78229, Attention: Director. Should you have any questions or concerns regarding this matter, please contact Sean Thompson, STTM Senior Technology Licensing Associate, by phone: 210.567.1630 or by e-mail: thompsons3@uthscsa.edu.

* * * * *

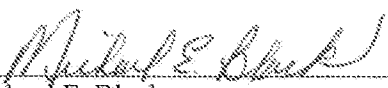
Pudur Jagadeeswaran, Ph.D.

Date: March 6, 2009

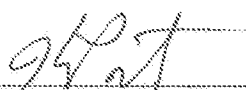
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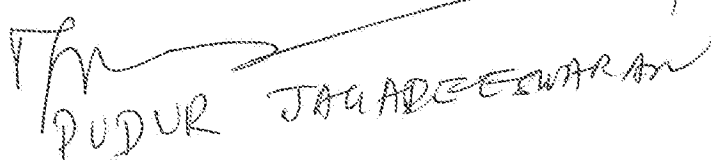
BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ACCEPTED AND EXECUTED
THEREBY


Michael E. Black
Senior Executive Vice President and
Chief Operating Officer

Assignee: Pudur Jagadeeswaran, Ph.D.


Kenneth W. Porter, Ph.D.
Assistant Vice President for Technology
Transfer


PUDUR JAGADEESWARAN

4/11/2014


RAO KALVALA

4/11/2014



Writer's Direct Line: (210) 567-0150

March 30, 2009

VIA FEDERAL EXPRESS

Pudur Jagadeeswaran, Ph.D.
1207 Avenue A
Denton, Texas 76201

Re: U.S. Patent 7,357,916 entitled "*Method for Creating a Uniform Vascular Wound in Zebrafish or Zebrafish Larva*"
UTHSCSA Reference No.: 2002.023.US1

Dear Dr. Jagadeeswaran:

Further to our discussions and email correspondence, please find enclosed an Assignment, the Department of Health & Human Services Waiver Letter (NIH), and duplicate originals of a Letter Agreement to Assign Patent Application all of which require your signature.

Please sign and date the Assignment as indicated, sign and date the Waiver Letter from the NIH and both originals of the Letter Agreement to Assign. Retain one original of the Letter Agreement to Assign for your records and return all other originals to this office for further processing together with your check in the amount of \$29,620.32. Once all of the documents have been signed by all appropriate parties, a copy of the NIH Waiver Letter and Assignment will be forwarded to you for your records.

Thank you for your cooperation and assistance with this matter. Should you have any questions or concerns, please contact our office.

Very truly yours,

Kenneth W. Porter, Director
South Texas Technology Management

KWP:mkm
Enclosures

cc: Sean Thompson (w/o encl.)
Natalie Eary, J.D. (w/o encl.)
Victor M. Saenz (w/o encl.)
File

PUDUR JAGADEESWARAN

RAO KALVALA
4/11/2014

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3463 Magic Drive, Ste. 350, Mail Stop 7746 | San Antonio, Texas 78229 | www.utsttm.org

PATENT
REEL: 032697 FRAME: 0244



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

National Institutes of Health
Bethesda, Maryland 20892

www.nih.gov

March 20, 2009

Dr. Pudur Jagadeeswaran
1207 Avenue A
Denton, TX 76201

Invention Title: Zebrafish as a Tool to Discover Novel Thrombotic Genes and Antithrombotic Compounds

Inventor: Pudur Jagadeeswaran
NIH Funding Agreement Nos.: HL063792
NIH EIR No: 0578418-02-0003

Re: Inventor Waiver Request Decision

Dear Dr. Jagadeeswaran:

This is in response to your request for the National Institutes of Health to permit title to the above-referenced Invention made under a funding agreement to a Nonprofit Institution to be assigned to the Inventor. Your request has been approved as detailed below with respect to the rights applicable to the Institution.

We have evaluated the request under 35 U.S.C. 202(d), using the regulations as promulgated under 37 CFR 401.9, and determined the following:

- the Government has insufficient interest in the invention to retain title and/or the rights at this time;
- the inventor is free to retain and administer the rights applicable to the invention in accordance with the requirements of 37 CFR 401.9; and
- the inventor is bound by the terms in the inventor's request for retention of rights in this subject invention (e.g., the Inventor Certification). Although not all inclusive, the inventor agrees to:

- grant a nonexclusive, irrevocable, royalty-free license to practice the invention for or on behalf of the United States throughout the world;

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- continue to adhere to conditions that would apply to the original award recipient under 37 CFR 401;
- seek patent protection for the subject invention within one year of the date of this approval; and
- provide the NIH with documentation of any patent application numbers, confirmatory licenses, filing and/or application dates and inclusion of the Federal Support Clause within the text of the issued patent and any patent applications or their equivalents in the prosecution of any plant variety protection applications.

Once the inventors are assigned this intellectual property derived with Government funds, the inventor should ensure that any research material derived from the invention remains available to the scientific community for research purposes, consistent with applicable NIH policies. Fulfillment of this request is consistent with the policy and objectives of the Bayh-Dole Act and 37 CFR 401 in that it serves to promote commercialization without encumbering future research and discovery.

Finally, the Inventor should go to the iEdison Invention and Patent Reporting web site, located at <http://iEdison.gov>, and register within 90 days from the date of this letter. This iEdison web site permits the inventor to make the required reports on assigned inventions. Once the inventor registers at the iEdison web site, the inventor needs to contact our office at (301) 435-1986 to transfer the technology appropriately to the new iEdison account established on behalf of the inventor.

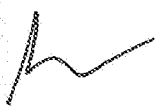
This waiver permits the assignment of rights to the inventor. By signing below, the current owner of the Invention affirms the transfer to the inventor of the iEdison records relating to the IP.

This determination is effective upon the signature & return of this letter from the inventor and a signatory from the institution within 90 days from the date of this notification, and the inventor must register in iEdison for the continued reporting on this technology.

Sincerely,



J.P. Kim, J.D., M.B.A., M.Sc., M.A.L.S.
Director & Policy Officer,
Division of Extramural Inventions and Technology Resources (DEITR),
Office of Policy for Extramural Research Administration (OPERA),
Office of Extramural Research (OER),
National Institutes of Health (NIH)



cc: Kenneth W. Porter, PhD



Please direct all correspondence to:

Waiver Coordinator
6705 Rockledge Drive
Suite 310, MSC 7980
Bethesda, MD 20892-7980

Phone: (301) 435-1986
Fax: (301) 480-0272
E-mail: waiver@nih.gov

Accepted:

Inventor Signature

Date

Pudur Jagadeeswaran

Print Name

Title

Accepted:

Authorized Official
Current Invention Owner

Date

Print Name

Title

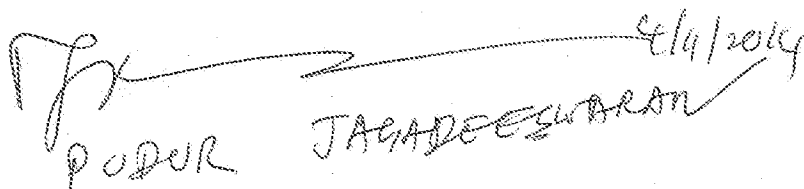
Invention Title: Zebrafish as a Tool to Discover Novel Thrombotic Genes and Antithrombotic Compounds

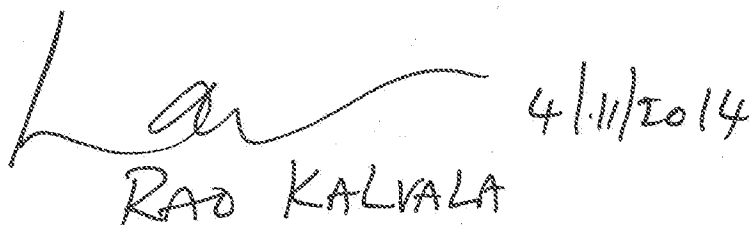
Inventor Name: Pudur Jagadeeswaran

NIH Funding Agreement Number: HL063792

NIH EIR No: 0578418-02-0003

Current Date: March 20, 2009


PUDUR JAGADEESWARAN


RAO KALVALA

ASSIGNMENT

WHEREAS, the Board of Regents of The University of Texas System, having a place of business at 201 West Seventh Street, Austin, Texas 78701 (hereinafter referred to as "BOARD"), owns, by assignment from Inventor, or through Inventor's obligation to assign to Board as a condition of employment, all right, title, and interest in and to U.S. Patent No. 7,357,916 entitled "Method for Creating a Uniform Vascular Wound in Zebrafish or Zebrafish Larva" by Pudur Jagadeeswaran, Ph.D. (Inventor) and any invention claimed therein (the "Subject Patent"); and

WHEREAS, Pudur Jagadeeswaran, Ph.D., an individual whose address is 1207 Avenue A Denton TX 76201 (hereinafter referred to as "Assignee"), desires to own BOARD'S entire right, title, and interest in and to the Subject Patent;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, BOARD hereby sells, assigns, transfers and sets over to Assignee, his lawful successors and assigns, BOARD's entire right, title, and interest in and to the Subject Patent, together with all reissues, reexaminations and extensions thereof, and all corresponding foreign patent rights. BOARD hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for this Subject Patent to Assignee, his successors and assigns, in accordance with the terms of this Assignment.

The Assignment made hereby is subject to Assignee's full compliance with the provisions of the Assignment Agreement concurrently executed herein by BOARD and Assignee.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Assignee

By _____
Barry D. Burgdorf
Vice Chancellor and General Counsel

By _____
Pudur Jagadeeswaran, Ph.D.

Date _____

Date _____

[Signature] 4/11/2014
PUDUR JAGADEESWARAN

[Signature] 4/11/2014
RAO KALVALA

PATENT