502857732 06/18/2014

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UNIVERSITY OF UTAH	06/03/2014

RECEIVING PARTY DATA

Name:	UNIVERSITY OF UTAH RESEARCH FOUNDATION
Street Address:	615 ARAPEEN DRIVE
Internal Address:	SUITE 310
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84108

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14355201

CORRESPONDENCE DATA

Fax Number: (949)851-9348

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9498510633

Email: mweipdocket@mwe.com, mndalton@mwe.com

Correspondent Name: MCDERMOTT WILL & EMERY LLP

Address Line 1: 4 PARK PLAZA

Address Line 4: IRVINE, CALIFORNIA 92614-2559

ATTORNEY DOCKET NUMBER:	076950-0161	
NAME OF SUBMITTER:	DOUGLAS B. ESPENSCHIED	
SIGNATURE:	/DOUGLAS B. ESPENSCHIED/	
DATE SIGNED:	06/18/2014	

Total Attachments: 2

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ASSIGNMENT

WHEREAS, UNIVERSITY OF UTAH, a Utah corporation having offices at 201 President's Circle, Salt Lake City, Utah 84112, is the owner of certain technology, inventions, improvements, developments, ideas or discoveries in EVALUATION OF CARDIAC STRUCTURE (collectively hereinafter referred to as the "Work"), for which a PCT international patent application, Serial No. PCT/US2012/062616 (hereinafter the "Application") was filed on October 30, 2012, and entered the national phase in the U.S. as patent application Serial No. 14/355,201 on April 29, 2014;

AND WHEREAS, UNIVERSITY OF UTAH RESEARCH FOUNDATION, a Utah corporation having offices at 615 Arapeen Drive, Suite 310, Salt Lake City, Utah 84108, desires to acquire all right, title, and interest in and to the Work and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and the Application, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any non-provisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional

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applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s) filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledge that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 🛴 day of Lone, 2014.

University of Litah

Name Printed: Eric Paulsen

Title: Director of Legal & Strategy

Technology Commercialization Office

STATE OF UTAL SS.

On 6/3/14, before me, Land Onder (name and title of "Notary Public") personally appeared Eric Paulsen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Lara Michelle Cunningham NOTARY PUBLIC - STATE OF UTAH //y Comm. Exp. 03/04/2018 Commission # 675301

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