502870807 06/27/2014

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MEDICAL UNIVERSITY OF SOUTH CAROLINA	06/26/2014

RECEIVING PARTY DATA

Name:	MUSC FOUNDATION FOR RESEARCH DEVELOPMENT
Street Address:	19 HAGOOD AVENUE
Internal Address:	SUITE 909
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29425

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14351355

CORRESPONDENCE DATA

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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.

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Email: ksvenson@mcciplaw.com Correspondent Name: WALTER HILL LEVIE III

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Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	10075-009US1	
NAME OF SUBMITTER: WALTER HILL LEVIE III		
SIGNATURE:	/Walter Hill Levie III/	
DATE SIGNED:	06/27/2014	

Total Attachments: 1

source=10075-009US1 2014_06_26 Executed Assignment (MUSC to MUSC FRD)#page1.tif

PATENT REEL: 033196 FRAME: 0838

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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,")

VENTILATION DEVICES AND METHODS OF USE

for which an United States Patent application was filed April 11, 2014 and assigned U.S. Patent Application No. 14/351,355, which is a filing under 35 U.S.C. 371 of PCT Serial Number PCT/US2012/060076, filed October 12, 2012, which claims priority to U.S. Provisional Application Serial No. 61/547,447, filed October 14, 2011, and U.S. Provisional Application Serial No. 61/547,823, filed October 17, 2011, 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:

- I. 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.
- Assignec, 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 WHEREO	, said Assignor has	executed and delivered	this instrument to said	Assignee
this	26th day of June	, 2014.			

MUSC FOUNDATION FOR RESEARCH DEVELOPMENT

By: Michael Rusnak

Michael Rusnak
Title: Executive Director

MEDICAL UNIVERSITY OF SOUTH CAROLINA //

Mark S. Sothmann

Title: Vice President for Academic Affairs and Provost

PATENT

REEL: 033196 FRAME: 0839

RECORDED: 06/27/2014