

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2980641

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	REINHARD WILHELM SCHULTE	11/27/2013
RECEIVING PARTY DATA		
Name:	LOMA LINDA UNIVERSITY MEDICAL CENTER	
Street Address:	24888 PROSPECT STREET	
City:	LOMA LINDA	
State/Country:	CALIFORNIA	
Postal Code:	92350	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	13413499
	Application Number:	61450047
	PCT Number:	US1227911
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<i>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.</i>		
Phone:	9497600404	
Email:	cindy.salazar@Knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	LOMARRL.213A	
NAME OF SUBMITTER:	DAVID BARNHILL	
SIGNATURE:	/David Barnhill/	
DATE SIGNED:	08/13/2014	
Total Attachments: 4		
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PATENT

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 7th day of March, 2011 and is by Reinhard Wilhelm Schulte, a Germany citizen, residing in Grand Terrace, CA, and having a mailing address at 24888 Prospect Street, Loma Linda, CA 92350 (each individually and collectively referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in the patent applications ("Applications") listed below:

Country	App. No.	Title	Filing Date	Atty Docket
United States	13/413,499	Systems, Devices and Methods Related to Calibration of a Proton Computed Tomography Scanner	Mar. 6, 2012	LOMARRL.213A
United States	61/450,047	Systems and Methods for Calibrating a Proton Computed Tomography Scanner	Mar. 7, 2011	LOMARRL.213PR
International	PCT/US12/27911	Systems, Devices and Methods Related to Calibration of a Proton Computed Tomography Scanner	Mar. 6, 2012	LOMARRL.213WO

WHEREAS, Loma Linda University Medical Center, a California Public Benefit Corporation, having offices at 24888 Prospect Street, Loma Linda, CA 92350 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Applications (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, 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.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Applications, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Applications, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and 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 the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. 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,

Application No.: **13/413,499**
Filing Date: **March 6, 2012**

ASSIGNMENT AGREEMENT
Matter Code: LOMARL.213A
Page 3

modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Application No.: 13/413,499
Filing Date: March 6, 2012

ASSIGNMENT AGREEMENT
Matter Code: LOMARRL.213A
Page 4

Legal Name of inventor: Reinhard Wilhelm Schulte

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20_____.

Signature: _____

Date: 1/27/2013

Signature before a Notary is desirable but not required.

STATE OF CALIFORNIA

} ss.

COUNTY OF _____

On _____, before me, _____, notary public, personally appeared Reinhard Wilhelm Schulte 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature