# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3022824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SONGBAI JI	08/21/2014
DAVID W. ROBERT	08/21/2014
KEITH D. PAULSEN	08/21/2014

## **RECEIVING PARTY DATA**

Name:	THE TRUSTEES OF DARTMOUTH COLLEGE	
Street Address:	11 ROPE FERRY ROAD	
Internal Address:	ROOM 6210	
City:	HANOVER	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03755	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14345029

## **CORRESPONDENCE DATA**

**Fax Number:** (720)931-3001

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:** 720-931-3000

Email: patent@lathropgage.com

Correspondent Name: LATHROP & GAGE LLP

Address Line 1: 4845 PEARL EAST CIRCLE

Address Line 2: SUITE 201

Address Line 4: BOULDER, COLORADO 80301

ATTORNEY DOCKET NUMBER:	553393	
NAME OF SUBMITTER:	STEVEN K. BARTON	
SIGNATURE:	/Steven K. Barton/	
DATE SIGNED:	09/15/2014	

**Total Attachments: 3** 

source=Signed\_Assignment#page1.tif source=Signed\_Assignment#page2.tif

PATENT 502976225 REEL: 033741 FRAME: 0400

source=Signed\_Assignment#page3.tif

PATENT REEL: 033741 FRAME: 0401 Docket: 553393

#### ASSIGNMENT

We, Songbai Ji of Lebanon, New Hampshire; David W. Roberts of Lyme, New Hampshire; and Keith D. Paulsen of Hanover, New Hampshire ("Inventors"); have invented certain new and useful

# APPARATUS FOR MEASURING IN-VIVO MECHANICAL PROPERTIES OF BIOLOGICAL TISSUES

for which we filed U.S. Patent Application Serial No. 61/535,201 on September 15, 2011; PCT Patent Application Serial No. PCT/US2012/055755, filed September 17, 2012 and U.S. Patent Application Serial No. 14/345,029, filed March 14, 2014.

The Trustees of Dartmouth College, a Nonprofit Corporation Of Higher Education (103c) duly organized under the laws of the State of New, an entity with a principal place of business at 11 Rope Ferry Road, Room 6210, Hanover, New Hampshire 03755 ("Company"), is desirous of acquiring all rights, title, and interests in and to Inventors' invention, all patent applications for the invention, and all patents which may be granted for or upon the invention and applications in the United States of America and anywhere in the world.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Inventors each irrevocably assign and transfer to Company the full and exclusive right, title, and interest, throughout the world, in and to the following:

- (a) the invention as set forth and described, for example, in the patent application specification(s) accompanying Inventors' executed declarations;
- (b) all United States patent applications for the invention;
- (c) any and all refilings, divisions, continuations, and continuations-in-part of those United States patent applications;
- (d) any and all patents of the United States of America which may issue from any of the above items;
- (e) any and all reissue and reexamination certificates of those United States patents;
- (f) any and all applications for the invention filed in any and all countries foreign to the United States of America;
- (g) any and all refilings, divisions, and continuations of those foreign-filed applications;

Docket: 553393

(h) any and all patents, certificates, and registrations of countries foreign to the United States of America which may issue from those foreign-filed applications, refilings, divisions, and continuations;

- (i) any and all extensions of, and additions to, the foreign-filed applications and patents, certificates, and registrations related thereto; and
- (j) any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief.

Inventors each further agree that upon request Inventors will promptly provide Company or its legal representatives all pertinent facts and documents relating to the invention and all other items listed above, and Inventors will testify as to the same in any interference, litigation, or proceeding related thereto. Further, Inventors will promptly execute and deliver to Company or its legal representatives any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, and enforce all of the items listed above.

All of the above shall be held and enjoyed by Company and its successors, legal representatives, and assigns for their own use and benefit, for the full term for which the protections listed above may be granted, and Inventors hereby authorize and request the Commissioner of Patents and Trademarks to issue patents to Company in accordance with this Assignment.

This Agreement does not create any agency, employment, or partnership relationship between the parties. Unless set forth in a separate writing signed by Company, Inventors have no right or interest in any proceeds related in any way to the items listed above.

This Agreement is an integrated agreement that contains the entire understanding between the Parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of the parties. This Agreement shall prevail over all prior communications between and among the parties or their representatives regarding the matters addressed herein.

The parties expressly agree that this Agreement shall not be construed against any party on the ground that such party was responsible for the preparation of this Agreement, or on any related ground. All terms contained herein shall be construed as singular, plural, masculine, feminine, or neuter, as context requires.

Should any provision of this Agreement be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to

Docket: 553393

such provision. If such alteration is not possible, such provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect, so long as the original intent of this Agreement remains substantially intact.

\*\*\*\*\*\*\*\*\*

IN WITNESS WHEREOF, this Agreement is executed on the date(s) set forth below.

Inventors:

Date: 8/21/2014

7 21 14 Date:

8-21-14

Songhai J

David W. Roberts

Keith D. Paulser