503098524 12/12/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3145130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STEVEN H. FRANKEL	11/19/2014

RECEIVING PARTY DATA

Name:	PURDUE RESEARCH FOUNDATION
Street Address:	1281 WIN HENTSCHEL BLVD
City:	WEST LAFAYETTE
State/Country:	INDIANA
Postal Code:	47906

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	61103110
Application Number:	61173029
PCT Number:	US2009059733
Application Number:	13122797

CORRESPONDENCE DATA

Fax Number: (765)463-3486

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.

Email: otcpatent@prf.org

Correspondent Name: PURDUE RESEARCH FOUNDATION

Address Line 1: 1281 WIN HENTSCHEL BLVD

Address Line 4: WEST LAFAYETTE, INDIANA 47906

ATTORNEY DOCKET NUMBER:	65221
NAME OF SUBMITTER:	JENI MARTIN
SIGNATURE:	/Jeni Martin/
DATE SIGNED:	12/12/2014

Total Attachments: 5

source=65221-2014-12-12-Executed Assignment#page1.tif source=65221-2014-12-12-Executed Assignment#page2.tif source=65221-2014-12-12-Executed Assignment#page3.tif source=65221-2014-12-12-Executed Assignment#page4.tif

PATENT 503098524 REEL: 034493 FRAME: 0773

source=65221-2014-12-12-Executed Assignment#page5.tif

PRF Ref No. 65221

ASSIGNMENT

WHEREAS, *I*, *STEVEN H*. *FRANKEL*, citizen of United States; (hereinafter "Assignor"), has made or developed a technology identified in a disclosure to Purdue Research Foundation (PRF) and assigned PRF reference number 65221, generally known as:

"CAVOPULMONARY ASSIST DEVICE FOR UNIVENTRICULAR CIRCULATION,"

which is further described in a patent application filed in the United States Patent and Trademark Office on October 6, 2008, and accorded Application No. 61/103,110; and which is further described in a patent application filed in the United States Patent and Trademark Office on April 27, 2009, and accorded Application No. 61/173,029 ("Technology"); and which is further described in a patent application filed in the United States Patent and Trademark Office on October 6, 2009, and accorded Application No. PCT/US2009/059733 ("Technology"); and which is further described in a patent application filed in the United States Patent and Trademark Office on July 5, 2011, and accorded Application No. 13/122,797 now issued as U.S. Patent No. 8,449,443 to Rodefeld et al. ("Technology"); and

WHEREAS, Purdue Research Foundation, a statutory body corporate formed and existing under the Indiana Foundation or Holding Companies Act of 1921, having a place of business at 1281 Win Hentschel Blvd, West Lafayette, IN 47906 (hereinafter "Assignee"), is desirous of accepting and assuming all such right, title, and interests of the Assignor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor(s) do hereby sell, transfer, convey, assign and deliver unto the Assignee, its successors, assigns and legal representatives, any and all intellectual property rights, whether domestic or foreign related to the Technology, including but not limited to: all portions, and works in progress with respect thereto and all inventions, works of authorship, masks works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof; all copyright, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual property rights and all business,

1 of 5

contract rights and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing and any registrations and applications for registrations of the foregoing throughout the United States of America and the world and any and all other applications arising therefrom, including any and all divisional applications, continuation applications, and continuation-in-part applications (but only and solely to the extent such continuation-in-part applications are described in the priority application to which such continuation-in-part applications claim priority and such priority is not denied), of the Technology, and any and all patents to be issued and obtained therefore and thereon, in the United States and throughout the world, including all reissued Patents, and extensions thereof (collectively, the "Intellectual Property");

AND I HEREBY agree to communicate to Assignee or its representative any facts known to me respecting the Technology whether or not patentable, which I may conceive, develop, make, produce or reduce to practice in whole or in part as a result of any employment, research, or activity involving or relating to the use of Purdue University resources; and agree to sign all lawful documents and make all rightful oaths and declarations relating to said Technology and Intellectual Property; authorize Assignee to insert herein the date of application, serial number, date of registration, and registration number of patents issued once known; and agree to otherwise aid ASSIGNEE as necessary and desirable to:

- 1. Obtain, enforce, and maintain any issued letters patent in the United States or throughout the world, when reasonably requested to do so by Assignee, including but not limited to executing, acknowledging, and delivering to Assignee such written documents and instruments as Assignee requests and giving testimony in support of Assignee's inventorship, as may be necessary in Assignee's opinion to obtain and maintain patents in the United States of America and throughout the world;
- 2. Secure or aid in securing and maintaining copyright protection in the Intellectual Property and assist Assignee or its nominees in filing applications to register copyright in the name of Assignee as owner in such Intellectual Property; and
- 3. Execute, acknowledge, and deliver to Assignee at its expense, such written documents and instruments and do such other acts as may be necessary in the opinion of

2 of 5

PRF Ref No. 65221

Assignee, to vest the entire rights, title, and interests in and to the Intellectual Property to

Assignee and to confirm the complete ownership thereof by Assignee.

AND I HEREBY authorize ASSIGNEE to take any and all action necessary to effectuate

this Assignment, including but not limited to, the filing of the Assignment with the U.S. Patent

and Trademark Office and U.S. Copyright Office.

AND I HEREBY authorize and request the Director of the U.S. Patent and Trademark

Office or any other proper officer or agency throughout the world to issue any and all said letters

patent to Assignee.

AND I HEREBY warrant and covenant that I have full rights to convey the entire

right, title and interest herein assigned and that I have not executed and will not execute any

instrument or assignment in conflict herewith;

This Assignment shall be binding upon Assignor(s) and their heirs, successors, and

assigns. Should any term of this Assignment be found invalid or unenforceable, it shall not

affect the validity or enforceability of any other term of this Assignment. The laws of the State

of Indiana will govern the interpretation, validity, and effect of this Assignment, without regard

to the place of making or to the place of performance.

This Assignment is hereby made effective as of the conception date of the Technology.

[SIGNATURES ON NEXT PAGE]

3 of 5

ASSIGNOR OUTSIDE THE UNI	TED STATES (USA):	
I am outside the United States of A	america (USA) and do not have access to a No	tary Public
I am signing this document in Bet s		,
	(City, Country) Laven Frankel	
Nov. 19, 2014	Just Justice	
Date	STEVEN H. FRANKEL	
My signature has been witnessed b	y:	
Ktanbel	Katherine Frankel	
Witness	Printed Name	
Witness	Printed Name	

ACCEPTED BY ASSIGNEE:

12/10/2014

Date

By:

Printed: Hamid R. Piroozi

Title: <u>Director - Legal</u>

Office of Technology Commercialization

Purdue Research Foundation

5 of 5