

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3260421

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JEFFREY A. WHITSETT	03/14/2011
MACHIKO IKEGAMI	03/21/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CHILDREN'S HOSPITAL MEDICAL CENTER
<b>Street Address:</b>	3333 BURNET AVENUE
<b>City:</b>	CINCINNATI
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45229-3039
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14572421
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	9497600404
<b>Email:</b>	efiling@KNOBBE.COM
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	AIRWY.001P3C1
<b>NAME OF SUBMITTER:</b>	MARK D. MARSDEN
<b>SIGNATURE:</b>	/ Mark D. Marsden /
<b>DATE SIGNED:</b>	03/11/2015
<b>Total Attachments: 5</b>	
source=CHMC7.001P2P1_Assignment#page1.tif	
source=CHMC7.001P2P1_Assignment#page2.tif	
source=CHMC7.001P2P1_Assignment#page3.tif	
source=CHMC7.001P2P1_Assignment#page4.tif	



---

### ASSIGNMENT

WHEREAS, Jeffrey A. Whitsett, a U.S. citizen, residing in Cincinnati, OH, and Machiko Ikegami, a U.S. citizen, residing in Cincinnati, OH, (individuals hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to SURFACTANT PROTEIN D FOR THE TREATMENT OF DISORDERS ASSOCIATED WITH LUNG INJURY (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, Children's Hospital Medical Center, a not-for-profit corporation, with its principal place of business at 3333 Burnet Avenue, Cincinnati, OH, 45229-3039 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

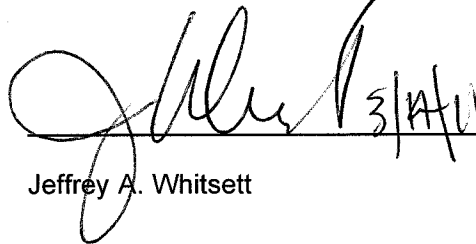
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 60/104,941, filed October 20, 1998; 60/734,017, filed November 3, 2005; and 60/296,541, filed June 6, 2001), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations 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 related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of 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 related Letters Patent 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 said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said 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 applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, 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.

---

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14<sup>th</sup> day of March, 20 11.



Jeffrey A. Whitsett

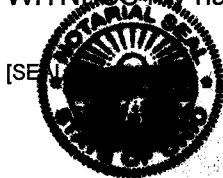
**Sign in presence of a Notary and have**

**Notary attach Acknowledgement**

STATE OF *OHIO* )  
 ) ss.  
COUNTY OF )  
*HAMILTON*

On 3.14.11, before me, CAROLE J. BURNS notary public, personally appeared Jeffrey A. Whitsett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Carole J. Burns  
Notary Public, State of Ohio  
My Commission Expires 08-16-2014

*Carole J. Burns*  
Signature

---

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of March, 20 11.



Machiko Ikegami

**Sign in presence of a Notary and have**

**Notary attach Acknowledgement**

10785330/bab/022511

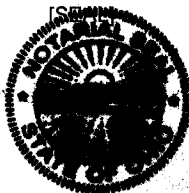
STATE OF OHIO )

) ss.

COUNTY OF )  
HAMILTON

On March 21, 2011, before me, Carole J. Burns, notary public, personally appeared Machiko Ikegami, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Carole J. Burns  
Notary Public, State of Ohio  
My Commission Expires 08-16-2014

Carole J. Burns  
Signature

10785330/bab/022511