

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3306666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAMUEL M. HUDSON	08/12/2014
RECEIVING PARTY DATA	
Name:	NORTH CAROLINA STATE UNIVERSITY
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Internal Address:	CAMPUS BOX 8210
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27695
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14254827
CORRESPONDENCE DATA	
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<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>	
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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:	LOMAU.201A
NAME OF SUBMITTER:	ROSE M. THIESSEN
SIGNATURE:	/Rose M. Thiessen/
DATE SIGNED:	04/10/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: LOMAU.201A

Page 1 of 4

Title: COMPOSITION, PREPARATION, AND USE OF CHITOSAN SHARDS FOR BIOMEDICAL APPLICATIONS

Inventor: Wolff M. Kirsch, Samuel M. Hudson, Andrew Crofton

Declaration

This Declaration is directed to the application identified above that:

Was filed April 16, 2014 as U.S. Application No. 14/254,827 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of the subject matter which is described in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventor(s)

THIS ASSIGNMENT AGREEMENT ("Agreement") is by Samuel M. Hudson, residing in Raleigh, NC (individual(s), collectively hereinafter "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries, and hereby assigns (and/or confirms ASSIGNOR'S previous assignment) to the below identified Assignee the above-titled application (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application"). **ASSIGNOR hereby authorizes and requests the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20995, to insert into the header the filing date and application number of said Application when known.**

AND North Carolina State University, having offices at 1021 Main Campus Dr., Campus Box 8210, Raleigh, NC 27695 (hereinafter the "ASSIGNEE"), desires to acquire and confirm the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, to the extent not already done so, , the entire right, title, and interest throughout the world in the Application and the Work, including all "Patent Properties" filed or issued upon the Application and the Work; where "Patent Properties" include, but are not limited to:

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

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*

Docket No.: LOMAU.201A

Page 2 of 4

Title: COMPOSITION, PREPARATION, AND USE OF CHITOSAN SHARDS FOR BIOMEDICAL APPLICATIONS

Inventor: Wolff M. Kirsch, Samuel M. Hudson, Andrew Crofton

B. The Application, 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 applications related thereto; all nonprovisional and design applications relating to the Application or claiming the benefit of the Application and/or the aforementioned provisional application(s) 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 Application (all of the foregoing collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. 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 US, all extensions, renewals and reissues thereof.

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

E. Those items of ASSIGNOR'S tangible property embodying or describing the Work [WBB1], 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.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for and all patents, registrations, and certificates relating to all aforementioned Patent Properties and the Work, and 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, registrations, and certificates on applications as aforesaid, to issue all related Letters Patent, registrations, and certificates to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Work and/or the Patent Properties 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 and all proceeds for past infringements of said Letters Patent, registrations, or certificates before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR, without further consideration or compensation, 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 Patent Property relating to the Application and the Work or any improvements made thereto, sign/execute 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. 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.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: LOMAU.201A

Page 3 of 4

Title: COMPOSITION, PREPARATION, AND USE OF CHITOSAN SHARDS FOR BIOMEDICAL APPLICATIONS

Inventor: Wolff M. Kirsch, Samuel M. Hudson, Andrew Crofton

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 Riverside, 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 Work is patentable and the Patent Properties are valid, 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, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No. LOMAU 201A Page 4 of 4
Title: COMPOSITION, PREPARATION, AND USE OF CHITOSAN SHARDS FOR BIOMEDICAL APPLICATIONS
Inventor: Wolff M. Kirsch, Samuel M. Hudson, Andrew Crofton

Legal Name of inventor: Samuel M. Hudson IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12th day of August, 2014

Signature: Samuel M. Hudson Date: Aug 12, 2014
Signature before a Notary is desirable but not required. When signed in presence of a Notary, please attach the appropriate notarial documentation.

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