

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3500048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NORTH CAROLINA STATE UNIVERSITY	04/14/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CLEMENT KLEINSTREUER	
<b>Street Address:</b>	1212 CASTLEMOOR CT.	
<b>City:</b>	RALEIGH	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	27605	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13387551
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(919)419-0383	
<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>	919-493-8000	
<b>Email:</b>	bperkins@jwth.com	
<b>Correspondent Name:</b>	ARLES A. TAYLOR, JR.	
<b>Address Line 1:</b>	3100 TOWER BOULEVARD, SUITE 1200	
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27707	
<b>ATTORNEY DOCKET NUMBER:</b>	297/215/3 PCT/US	
<b>NAME OF SUBMITTER:</b>	BELINDA PERKINS	
<b>SIGNATURE:</b>	/bperkins/	
<b>DATE SIGNED:</b>	08/26/2015	
<b>Total Attachments: 5</b>		
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**RECORDATION FORM COVER SHEET**

**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

**NORTH CAROLINA STATE UNIVERSITY**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): April 14, 2015

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Clement Kleinstreuer

Street Address: 1212 Castlemoor Ct.

City: Raleigh

State: North Carolina

Country: United States Zip: 27605

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

A. Patent Application No.(s) 13/387,551

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Arles A. Taylor, Jr.

Jenkins, Wilson, Taylor & Hunt, P.A.

Internal Address: \_\_\_\_\_

Street Address: Suite 1200, University Tower

3100 Tower Boulevard

City: Durham

State: NC Zip: 27707

Phone Number: 919-493-8000

Fax Number: 919-419-0383

Email Address: ataylor@jwth.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0426

Authorized User Name Jenkins, Wilson, Taylor & Hunt, P.A.

**Attorney Docket No.: 297/215/3 PCT/US**

**9. Signature:** /arlesataylorjr/

Signature

August 26, 2015

Date

Total number of pages including cover sheet, attachments, and documents:

**5**

Arles A. Taylor, Jr.  
 Name of Person Signing

## INVENTION ASSIGNMENT AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

THIS AGREEMENT, made and entered into the date of the last signature below by and between NORTH CAROLINA STATE UNIVERSITY at Raleigh, a constituent institution of the University of North Carolina (hereinafter referred to as UNIVERSITY); and Clement Kleinstreuer whose address is 1212 Casetlemoor Ct. Raleigh, NC 27605 (hereinafter referred to as INVENTOR);

### WITNESSETH:

WHEREAS, North Carolina State University has promulgated a Patent Policy that applies to inventions and discoveries made by UNIVERSITY faculty members, staff members, and certain other employees and students; and

WHEREAS, INVENTOR falls within the group of persons covered by the Patent Policy; and

WHEREAS, INVENTOR has developed an invention(s) described in NCSU File No. 09-056. This invention(s) is further disclosed, shown and specifically described in US and foreign patents and related applications listed in Exhibit I (Patent Rights). The invention(s) described in the disclosure(s) and the Patent Rights are hereinafter referred to as INVENTION(S); and

WHEREAS, The North Carolina State University Office of Technology Transfer has determined that the INVENTION is not one for which it can reasonably pursue commercial development; and

WHEREAS, INVENTOR requests that UNIVERSITY release to the INVENTOR certain of its rights in and to said INVENTION(S).

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained it is hereby agreed as follows:

1. Subject to the terms and conditions hereinafter set forth, UNIVERSITY releases to INVENTOR its rights, title and interest in and to the INVENTION(S). The release granted in this Invention Assignment Agreement is subject to the rights of any other inventor of INVENTION(S). If all inventors are not assignees/parties to this Agreement, the written consent of non-party inventors must be provided by the Inventor and attached to this Agreement as Exhibit II.

The foregoing notwithstanding, the INVENTOR's rights may also be subject to the rights and obligations of the U.S. Government pursuant to any funding agreement governed by 35 U.S.C. Sec. 200, et seq.

2. The assignment granted herein does not include an assignment of rights to any improvements or modifications, whether patentable or not, to INVENTION(S) that are subject to UNIVERSITY's Patent Policy. UNIVERSITY acknowledges that improvements or modifications to INVENTION(S) may be made which are not subject to the UNIVERSITY's Patent Policy and, therefore, are not subject to ownership by the UNIVERSITY.

3. In consideration of the assignment granted in this Invention Assignment Agreement by UNIVERSITY, INVENTOR will pursue commercialization of INVENTION(S) in an expeditious manner. INVENTOR also must comply with all U.S. government funding requirements, if any, pertaining to INVENTION(S).

4. It is a condition of this assignment that the INVENTOR will indemnify, defend and hold harmless the UNIVERSITY against all liabilities, demands, expenses, or losses arising from the use of the INVENTIONS or from the use, sale or other disposition of products made by use of INVENTION(S).

5. If the INVENTION(S) is commercialized, INVENTOR must pay UNIVERSITY One percent (1%) of any gross revenues received by or accrued to INVENTOR (i) from the licensing and/or optioning to license the INVENTION(S) to a third party(ies) and/or (ii) from the INVENTOR's own use, production and/or sale of each of the INVENTION(S) and/or products and/or services covered thereby.

6. It is expressly understood and agreed that UNIVERSITY assigns only rights in the INVENTION(S) as they are developed and disclosed to the UNIVERSITY as of the effective date of this Invention Assignment Agreement. INVENTOR acknowledges that he may not conduct further research on the INVENTION(S) using UNIVERSITY personnel or students or using laboratories, equipment, facilities, funds, students, or other resources belonging to UNIVERSITY, without written permission from UNIVERSITY. INVENTOR further acknowledges that any further research and development on the INVENTION(S) utilizing UNIVERSITY's personnel, students or resources, may give rise to the UNIVERSITY's acquiring ownership rights in any intellectual property arising from such research and development taking place subsequent to the date of the execution of this Invention Assignment Agreement.

7. All amounts due and payable to UNIVERSITY under this Invention Assignment Agreement must be paid by INVENTOR within thirty (30) days after the end of each calendar year. INVENTOR must keep separate, full and accurate books of account concerning the INVENTION(S) and make these books of account available for inspection to duly appointed agents of UNIVERSITY. INVENTOR must make annual reports concerning progress in obtaining and licensing the patent(s).

8. INVENTOR, in consideration of the assignment granted, renounces all interest which he/she, his/her heirs, legal representatives, successors or assigns may now or hereinafter be entitled to assert under the UNIVERSITY's Patent Policies for sharing of revenues received by UNIVERSITY from the commercialization of the INVENTION(S).

9. The assignment granted in Paragraph 1 above notwithstanding, UNIVERSITY retains a non-exclusive, non-transferable right and license to use the INVENTION(S) for its research, teaching, and educational purposes. INVENTOR must ensure that any further assignment of rights in the INVENTION(S) must include a provision acknowledging the rights retained by NCSU under this Article 9.

10. This Agreement, and all rights, powers and liabilities of the parties hereunder are governed by and must be determined in accordance with the laws of the State of North Carolina, without reference to its conflict of laws provisions.

11. This writing incorporates all agreements whether oral or written between the parties concerning said INVENTION(S). Any modification of the Agreement is effective only if in writing and signed by both parties or their duly authorized Agent.

12. This Agreement is binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, UNIVERSITY has caused this instrument to be executed in its name, by its duly authorized Agent, and INVENTOR has hereunto set her hand, all as of the day and year first above written.

INVENTOR

NORTH CAROLINA STATE UNIVERSITY

By: 

By: 

Date: 04/12/2015

Date: 04/14/15

Exhibit I  
Patent Rights

NCSU Ref. #	Title	Status	Application #	Type	Attorney Docket #	Filing Date
09-056	Methods and Device for Optimal Targeted Injection of Microspheres	Expired	61/271,889	Provisional	297/215/3 PROV	July 28, 2009
09-056	Methods and Device for Optimal Targeted Injection of Microspheres	Expired	PCT/US10/ 43552	Patent Cooperation Treaty Application	297/215/3 PCT	July 28, 2010
09-056	Methods and Device for Optimal Targeted Injection of Microspheres	Pending	13/387,551	US Utility Patent Application	297/215/3 PCT/US	April 9, 2012