

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3781847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KHANH KIEU	03/10/2016
NASSER PEYGHAMBARIAN	09/16/2015
RECEIVING PARTY DATA	
Name:	THE ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA
Street Address:	TECH TRANSFER ARIZONA, UNIVERSITY SERVICES ANNEX, 4TH FLOOR, P.O. BOX 210300A
City:	TUCSON
State/Country:	ARIZONA
Postal Code:	85721
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14793099
CORRESPONDENCE DATA	
Fax Number:	(617)350-6878
<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>	
Phone:	6173506800
Email:	elizabeth.jannino@gesmer.com
Correspondent Name:	GESMER UPDEGROVE LLP
Address Line 1:	40 BROAD STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	9397DIVCIP
NAME OF SUBMITTER:	MATTHEW CONNORS
SIGNATURE:	/Matthew Connors/
DATE SIGNED:	03/14/2016
Total Attachments: 6	
source=Univ_of_AZ_Signed_assignment#page1.tif	
source=Univ_of_AZ_Signed_assignment#page2.tif	
source=Univ_of_AZ_Signed_assignment#page3.tif	

source=Univ_of_AZ_Signed_assignment#page4.tif

source=Univ_of_AZ_Signed_assignment#page5.tif

source=Univ_of_AZ_Signed_assignment#page6.tif

ASSIGNMENT OF PATENT RIGHTS

Assignors: Khanh Kieu: the University of Arizona, 1630 E. University Blvd., Tucson, AZ 85721
Nasser Peyghambarian: the University of Arizona, 1630 E. University Blvd., Tucson, AZ 85721

Assignee: The Arizona Board of Regents on Behalf of the University of Arizona, a body corporate duly formed in accordance with Title 15 of the Arizona Revised Statutes, with an address as follows: The University of Arizona, Tech Transfer Arizona, University Services Annex, 4th Floor, P.O. Box 210300A, Tucson, AZ 85721 (physically located at The University of Arizona, Tech Transfer Arizona, 220 West Sixth Street, 4th Floor, Tucson, AZ 85701).

This Assignment is effective as of January 17, 2012.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys unto Assignee all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**");

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

<u>UA Ref. No.</u>	<u>Patent or Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
UA12-071	14/793,099	US	7/7/2015	Laser Illumination Systems and Methods for Dual-Excitation Wavelength Non-Linear Optical Microscopy and Micro-Spectroscopy Systems; -Khanh Kieu
UA12-071	Pat. No. 9,104,030; App. 14/297,082	US	8/11/2015; 6/5/2014	Laser Illumination Systems and Methods for Dual-Excitation Wavelength Non-Linear Optical Microscopy and Micro-Spectroscopy Systems; -Khanh Kieu
UA12-071	Pat. No. 8,792,156; App. 13/351,831	US	7/29/2014; 1/17/2012	Laser Illumination Systems and Methods for Dual-Excitation Wavelength Non-Linear Optical Microscopy and Micro-Spectroscopy Systems -Sunney Xie

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, including, without limitation, all rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding; and

(e) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries, and all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, for past, current, and future infringement.

Assignor confirms that, at the time the invention was made, Assignor was obligated to assign, and did assign, the invention to Assignee. Assignor represents, warrants and covenants that Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Assignor has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the firm of Gesmer Updegrove, LLP, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed on the dates below.

ASSIGNOR:

By: _____

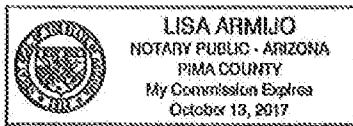
Date: 03/10/16

Printed Name: Khanh Kieu

STATE OF Arizona)
)
COUNTY OF Pima) ss.

On this 10th day of March, in the year of 2016, before me, the undersigned Notary Public or Witness, personally appeared the above-named ASSIGNORS (Khanh Kieu), known to me (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

SEAL



NOTARY PUBLIC or WITNESS
MY COMMISSION EXPIRES: 10/13/2017

ASSIGNOR:

By: _____

Date: _____

Printed Name: Nasser Peyghambarian

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, in the year of _____, before me, the undersigned Notary Public or Witness, personally appeared the above-named ASSIGNORS (Nasser Peyghambarian), known to me (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

SEAL

NOTARY PUBLIC or WITNESS
MY COMMISSION EXPIRES: _____

ASSIGNMENT OF PATENT RIGHTS

Assignors: Khanh Kieu: the University of Arizona, 1630 E. University Blvd., Tucson, AZ 85721
Nasser Peyghambarian: the University of Arizona, 1630 E. University Blvd., Tucson, AZ 85721

Assignee: The Arizona Board of Regents on Behalf of the University of Arizona, a body corporate duly formed in accordance with Title 15 of the Arizona Revised Statutes, with an address as follows: The University of Arizona, Tech Transfer Arizona, University Services Annex, 4th Floor, P.O. Box 210300A, Tucson, AZ 85721 (physically located at The University of Arizona, Tech Transfer Arizona, 220 West Sixth Street, 4th Floor, Tucson, AZ 85701).

This Assignment is effective as of January 17, 2012.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys unto Assignee all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**");

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

UA Ref. No.	Patent or Application No.	Country	Issue or Filing Date	Title of Patent and First Named Inventor
UA12-071	14/793,099	US	7/7/2015	Laser Illumination Systems and Methods for Dual-Excitation Wavelength Non-Linear Optical Microscopy and Micro-Spectroscopy Systems; -Khanh Kieu
UA12-071	Pat. No. 9,104,030; App. 14/297,082	US	8/11/2015; 6/5/2014	Laser Illumination Systems and Methods for Dual-Excitation Wavelength Non-Linear Optical Microscopy and Micro-Spectroscopy Systems; -Khanh Kieu
UA12-071	Pat. No. 8,792,156; App. 13/351,831	US	7/29/2014; 1/17/2012	Laser Illumination Systems and Methods for Dual-Excitation Wavelength Non-Linear Optical Microscopy and Micro-Spectroscopy Systems -Sunney Xie

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, including, without limitation, all rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding; and

(e) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries, and all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, for past, current, and future infringement.

Assignor confirms that, at the time the invention was made, Assignor was obligated to assign, and did assign, the invention to Assignee. Assignor represents, warrants and covenants that Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Assignor has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the firm of Gesmer Updegrave, LLP, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed on the dates below.

ASSIGNOR:

By: _____

Date: _____

Printed Name: Khanh Kieu

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, in the year of _____, before me, the undersigned Notary Public or Witness, personally appeared the above-named ASSIGNORS (Khanh Kieu), known to me (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

NOTARY PUBLIC or WITNESS

MY COMMISSION EXPIRES: _____

SEAL

ASSIGNOR:

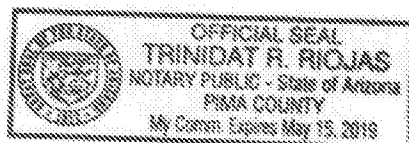
By: *[Signature]*

Date: 09/14/15

Printed Name: Nasser Peyghambarian

STATE OF Arizona)
COUNTY OF Pima) ss.

On this 16th day of September, in the year of 2015, before me, the undersigned Notary Public or Witness, personally appeared the above-named ASSIGNORS (Nasser Peyghambarian), known to me (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.



SEAL

Trinidad R. Riquas
NOTARY PUBLIC or WITNESS
MY COMMISSION EXPIRES: May 15, 2019