# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3937288

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name             | Execution Date |
|------------------|----------------|
| STEPHEN G. BOYES | 09/12/2008     |
| MISTY D. ROWE    | 09/12/2008     |
| JAY HOTCHKISS    | 10/01/2008     |

### **RECEIVING PARTY DATA**

| Name:           | COLORADO SCHOOL OF MINES |  |
|-----------------|--------------------------|--|
| Street Address: | 1500 ILLINOIS STREET     |  |
| City:           | GOLDEN                   |  |
| State/Country:  | COLORADO                 |  |
| Postal Code:    | 80401                    |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14867165 |

### **CORRESPONDENCE DATA**

Fax Number:

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:** van.spier.yaniv@dorsey.com

Correspondent Name: YANIV VAN SPIER

Address Line 1: DORSEY & WHITNEY LLP

Address Line 2: 1400 WEWATTA STREET, SUITE 400

Address Line 4: DENVER, COLORADO 80202

| ATTORNEY DOCKET NUMBER: | NEY DOCKET NUMBER: P189431.US.05 |  |
|-------------------------|----------------------------------|--|
| NAME OF SUBMITTER:      | YANIV VAN SPIER                  |  |
| SIGNATURE:              | /Yaniv Van Spier/                |  |
| DATE SIGNED:            | 06/27/2016                       |  |

## **Total Attachments: 4**

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PATENT 503890639 REEL: 039020 FRAME: 0810

### ASSIGNMENT

WHEREAS, we, Stephen G. Boyes, residing at 4236 King Street, Denver, Colorado 80211; Misty D. Rowe, residing at 1021 Golden Park Place, #C, Golden, Colorado 80403; and Jay Hotchkiss, residing at 1414 Marion Street, #16, Denver, Colorado 80218 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Gold Nanoparticle Conjugates and Uses Thereof," which can be identified in the United States Patent and Trademark Office by Application No. 12/197,044, filed on August 22, 2008 (the "Utility Application") with Attorney Docket No. 189431/US/2; and

WHEREAS, Colorado School of Mines, a public university organized and existing under the laws of the State of Colorado, and having its principal place of business at 1500 Illinois Street, Golden, Colorado 80401 (the "Assignee"), by an earlier Assignment dated March 20, 2008, owns all right, title and interest in and to U.S. Provisional Patent Application No. 60/957,208, filed August 22, 2007, entitled "Gadolinium and Gold Nanoparticle Conjugates, and Uses Thereof";

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application not already transferred to Colorado School of Mines by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereof, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or

PATENT REEL: 039020 FRAME: 0811 transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: \$\mathref{Q} \begin{aligned} \quad \

Stephen G. Boyes

STATE OF COLORADO

day of September, 2008, before me a Notary Public in and for said county, personally appeared Stephen G. Boyes who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

My commission expires: February 17, 2009.

| IN WITNESS WHEREOF, the Assignor her indicated below.  | reunto has executed this Assignment upon the date   |
|--|---|
|  |   |
| Date: September 12th, 2008   | By: Misty D. Rowe   |
| STATE OF COLORADO ) ss.  |   |
| COUNTY OF Jefferson  |   |
| On this 12 day of September, 2 county, personally appeared Misty D. Rowe who exthat she signed, sealed and delivered the same instructions therein expressed.              | 2008, before me a Notary Public in and for said ecuted the foregoing instrument and acknowledged ament as a free and voluntary act for the purposes and |
| (SEAL)   |   |
| My commission expires: February  | Notary Public Jean Totter 17, 2009.   |
|  | reunto has executed this Assignment upon the date   |
| Date: Octobor  2008  | By: W Delchess  Jay Hotchkiss   |
| STATE OF COLORADO )  | •   |
| COUNTY OF Ss.  |   |
| On this day of <u>Catober</u> , 2 county, personally appeared Jay Hotchkiss who execute signed, sealed and delivered the same instrument considerations therein expressed. | 2008, before me a Notary Public in and for said cuted the foregoing instrument and acknowledged that as a free and voluntary act for the purposes and   |
| (SEAL)   | Low R. Brawn  |
| i i  | INOTALLY FULLIC   |
| My commission expires: 2/5/10  | ·   |

## ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Colorado School of Mines

| Date: 60 0, 2008  | By: Name: John Moate  Title: Vice President for Research & |
|---|--|
|   |  |
| control on cot on the   | Techtransfer   |
| STATE OF COLORADO )   | •  |
| On this 6 m day of Chokelestounty, personally appeared of Mines, who e and acknowledged that he had the requisite corp Assignment and the same was executed as a free |  |
| (SEAL)  | Susan Jean Fotter  |
| My commission expires:  | Notary Public /  |
|   | <del></del>  |

4819-8634-2914/1

**RECORDED: 06/27/2016** 

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