PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4110595

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
UNIVERSITY OF PITTSBURGH	03/06/2012

RECEIVING PARTY DATA

Name:	YI WANG
Street Address:	C/O DR. MARTIN R. PRINCE
Internal Address:	515 EAST 72ND STREET, #21A
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10021
Name:	THANH NGUYEN
Street Address:	C/O DR. MARTING R. PRINCE
Internal Address:	515 EAST 72ND STREET, #21A
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10021
Name:	YONGXIAN QIAN
Street Address:	C/O DR. MARTIN R. PRINCE
Internal Address:	515 EAST 72ND STREET, #21A
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10021
Name:	PASCAL SPINCEMAILLE
Street Address:	C/O DR. MARTIN R. PRINCE
Internal Address:	515 EAST 72ND STREET, #21A
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10021
Name:	HE ZHU
Street Address:	C/O DR. MARTING R. PRINCE
Internal Address:	515 EAST 72ND STREET, #21A
City:	NEW YORK
	PATENT

REEL: 040104 FRAME: 0171

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State/Country:	NEW YORK
Postal Code:	10021

PROPERTY NUMBERS Total: 5

Property Type	Number	
Application Number:	13584367	
Application Number:	13103455	
Application Number:	13336309	
Application Number:	11281920	
Application Number:	60628614	

CORRESPONDENCE DATA

Fax Number: (202)785-6687

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.

Phone: 202-261-7356

Email: dmahoney@foleyhoag.com

Correspondent Name: SCOTT E. KAMHOLZ
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ATTORNEY DOCKET NUMBER:	YWK-001.X (29374)
NAME OF SUBMITTER:	SCOTT E. KAMHOLZ
SIGNATURE:	/SCOTT E. KAMHOLZ/
DATE SIGNED:	10/21/2016

Total Attachments: 5

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PATENT REEL: 040104 FRAME: 0172



Office of Technology Management

200 Gardner Steel Conference Center Thackeray and O'Hara Streets Pittsburgh, PA 15260 412-624-8787 Fax: 412-648-2259

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Marc S. Malandro, PhD, CLP Associate Vice Chancellor for Technology Management and Commercialization

Next Day UPS

March 6, 2012

Yi Wang, Ph.D. Weil Cornell Imaging 416 East 55th Street New York, NY 10022

Re:

Confirmatory Assignment Agreement between the University of Pittsburgh and Yi Wang, Thanh

Nguyen, Yongxian Qian, Pascal Spincemaille, and He Zhu

Dated: March 2, 2012

University case no(s).: 00914, 00915, 00916, 00917

Dear Dr. Wang:

Enclosed is a fully executed Confirmatory Assignment Agreement between the University of Pittsburgh and Yi Wang, Thanh Nguyen, Yongxian Qian, Pascal Spincemaille, and He Zhu for your records.

The University of Pittsburgh ("University") is committed to developing healthy and productive working relationships with our licensing partners that foster commercialization success. This new agreement serves as the foundation for our relationship, and we aim to build on this foundation and strengthen this relationship through regular, effective communication and attention to the obligations of this agreement. The University pledges to be both timely and responsive to communications from its partners in order to maintain as productive a working relationship as possible.

We look forward to a successful and mutually beneficial collaboration with you.

Sincerely,

Marc S. Malandro, Ph.D., C.L.P., R.T.T.P.

Associate Vice Chancellor for

Technology Management and Commercialization

Enclosure

cc:

Carolyn Weber Carla D. Crawford Kelly Mertz

PATENT REEL: 040104 FRAME: 0173

CONFIRMATORY ASSIGNMENT AGREEMENT

1. University of Pittsburgh – Of the Commonwealth System of Higher Education, a non-profit
corporation of the Commonwealth of Pennsylvania ("University"), as of this 2 nd day of
March, 2012 ("Effective Date") hereby confirms, assigns, and transfers to
Yi Wang, Thanh Nguyen, Yongxian Qian, Pascal Spincemaille, and He Zhu ("Assignees") of the
University faculty:

- (a) University's entire right, title and interest, for all countries, in and to any and all inventions described and listed on Exhibit A, attached hereto; and
- (b) In and to any and all United States and foreign patent applications including all PCT, extensions, divisional, continuations, substitute, renewal, reissue and all other applications, but not continuation-in-part applications, for Letters Patent which have been or shall be filed on any of said Inventions; and to all original patents and reissued patents, which have been or shall be issued on said Inventions.

The inventions described in Sections 1(a) and 1(b) above shall be collectively referred to herein as the "Invention(s)."

- 2. This assignment is subject to: (i) a nonexclusive, royalty-free license to University and any clinical or research entity that is operated or managed as a facility under the UPMC Health System, whether or not owned by University, to use the Inventions in research, teaching, clinical use, academic research, or other not-for-profit scholarly purposes; and (ii) subject to the rights, if any, of government or other research sponsors whose support led to the Inventions.
- 3. As of the date set forth in Section 1 above, University shall have no further responsibility for patent prosecution, prosecution or maintenance costs, including attorney's fees or any other matter in connection with the Inventions except to notify patent counsel of this Confirmatory Assignment Agreement.
- 4. In consideration for University's assignment hereunder, Assignees agree to pay to University five percent (5%) of the proceeds received by Assignees above \$25,000, net of out-of-pocket patent costs paid by Assignees, from all sources for the life of any license or commercialization arrangement, including, but not limited to, any sale or assignment, for the Inventions. On the anniversaries of the Effective Date, Assignees shall file annual progress reports with the University describing any progress on research and development and commercialization for the Invention. Assignees shall file quarterly reports with University detailing any and all consideration received by Assignees for the Invention and any amounts due under this Section 4. Such reports and the accompanying payment to University shall be directed to:

Associate Vice Chancellor for Technology Management and Commercialization
University of Pittsburgh
Office of Technology Management
200 Gardner Steel Conference Center
Thackeray & O'Hara Streets

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Pittsburgh, PA 15260

- Assignees agree to reimburse University for patent expenses incurred by University prior to the Effective Date of this Confirmatory Assignment Agreement. All payments due under this Paragraph 5 shall be paid within thirty (30) days of the Effective Date of this Assignment Agreement and shall be directed to the address set forth in paragraph 4. On 12/1/2005 and 10/30/2008 University received \$4507.22 and \$1139.55 from Assignee for total patent expenses of \$5646.77 due under this paragraph.
- 6. Provided that Assignees abide by the terms of this Agreement, University agrees that Assignees shall have and hold, jointly and severally, the interests herein assigned to the full ends of the terms of any Letters Patent issued on the Inventions and any and all divisions, reissues, continuations, renewals, and/or extensions, but not continuation-in-part patents, thereof, respectively, as fully and entirely as the same would have been held and enjoyed by University had this assignment not been made.
- 7. University hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any corresponding foreign officer to issue to Assignees, their successors, assigns and legal representatives, any and all United States and foreign Letters Patent on said Inventions.
- 8. Assignees shall at all times during the term of this Agreement and thereafter indemnify, defend and hold University its trustees, officers, faculty members, employees and affiliates harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, arising out of the death or of injury to any person or persons or out of any damage to property or the environment, and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sale, use, lease, consumption or advertisement of the Inventions.
- 9. Nothing contained herein shall be construed as conferring upon Assignees any right to use in advertising, publicity or other promotional activities any name, trade name, trademark or other designation of University, including any contraction, abbreviation, or simulation of any of the foregoing.
- 10. Assignees acknowledge that the United States government has acquired a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Invention throughout the world. The release of the Invention is subject to any and all rights of the United States government.
- 11. Assignees shall assume and comply with all applicable funding requirements including, but not limited to, the United States federal government reporting requirements under the Bayh-Dole Act and 37 CFR 401 et seq. Assignees are directed to www.iEdison.gov for additional information regarding the reporting requirements of the United States federal government. Additionally, Assignees shall become familiar with and comply with the requirements of all other funding sources.

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EXHIBIT A

Univ. Case No.	Application No.	Application Filing Date	Patent No.	Patent Issuance Date	Title	Country
914, 915, 916, 917	60/628,614 (converted to application no. 11/281,920	11/16/2004	7,941,204	May 10, 2011	Magnetic Resonance Imaging Concepts	USA
914, 915, 916, 917	continuation	12/23/2011			Magnetic Resonance Imaging Concepts	USA
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- 12. This Confirmatory Assignment Agreement releases University from all government and nongovernment reporting requirements relating to the Invention.
- 13. The University and Assignees previously entered into an Assignment Agreement for the Invention(s) dated November 3, 2005 (the "Assignment"). This Confirmatory Assignment Agreement and the Assignment together with all attachments and exhibits represents the entire understanding of the parties with respect to the subject matter hereof. In the event of any inconsistency between the terms of this Confirmatory Assignment Agreement, the Assignment, and the parties' understanding, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Confirmatory Assignment Agreement on the date set forth in the first paragraph hereof.

UNIVERSITY OF PITTSBURGH – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

Jerome Cochran

Executive Vice Chancellor

ASSIGNEES

By Su Il H

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Youghter & Yongstian Rian

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