## 504105268 11/21/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4151937

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
DANIEL P. FLAHERTY			10/09/2013	
RECEIVING PARTY DA				
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Application Number:	1	5356940		
CORRESPONDENCE E Fax Number: <i>Correspondence will b</i>	DATA be sent to provided; jt k 1 S	5356940 the e-mail address first; if that is unsuc if that is unsuccessful, it will be sent vi oward@kilpatricktownsend.com KILPATRICK TOWNSEND & STOCKTON, 100 PEACHTREE STREET NE SUITE 2800 ATLANTA, GEORGIA 30309	ia US Mail.	
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## ASSIGNMENT

## (Patent Application)

I, Daniel P. Flaherty of 13130 Hadley Street, Apt. 2024, Overland Park, Kansas 66213, a co-inventor with Paul M. Dunman of 695 W. Bloomfield Road, Pittsford, New York 14534 and Damian J. Krysan of 54 Woodgreen Drive, Pittsford, New York 14534, have invented certain inventions and improvements disclosed in a utility patent application entitled

"METHODS AND COMPOSITIONS FOR TREATING INFECTION,"

filed with the U.S. Patent & Trademark Office on September 27, 2013;

and assigned serial no. PCT/US2013/062309;

which claims priority to U.S. Provisional Application No. 61/706,492, filed on September 27, 2012.

For valuable consideration, I:

- 1. Agree to assign, hereby assign, and have assigned to UNIVERSITY OF KANSAS, a university of the State of Kansas having a principal place of business at 245 Strong Hall, 1450 Jayhawk Boulevard, Lawrence, Kansas 66045 ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues,

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> renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignce's own use.
- Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.
- 4. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 5. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon me/us, as well as my/our heirs, legal representatives, and assigns.
- 6. Promise and affirm that I have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the date indicated beside my signature.

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- Alahin Daie: 10/9/13 Signature:

DANIEL P. FLAHERTY

STATE OF KOUSAS

Before me, a Notary Public in and for the State of  $\underline{Kansas}$ , on this  $\underline{G^{12}}$  day of (24) 2013, personally appeared, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)

asvin. NOTARY PUBLIC

) February 28,2014 My Commission Expires.

CARLA RAMIREZ Notary Public - State of Kansas My Apple Expires TED 28 2014