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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY	DATA			
		Name	Execution Date	
TIMOTHY GLASS			02/23/2017	
KEVIN GILLIS			03/14/2017	
KENNETH HETTIE			03/31/2017	
RECEIVING PARTY D	ΑΤΑ			
Name:		RATORS OF THE UNIVERSITY OF	MISSOURI	
Street Address:	316 UNI	VERSITY HALL		
City:	COLUME	ЗІА		
State/Country:	MISSOU	RI		
Postal Code:	65211			
Property Type	•	Number		
Application Number:		4778225	-	
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Application Number: CORRESPONDENCE Fax Number: Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 7 ource=fully executed a	1 DATA (3 be sent to t if provided; 3 F: T C S NUMBER: R: Assignment A	4778225 314)667-3633 the e-mail address first; if that is un- if that is unsuccessful, it will be set 14-552-6000 PDOCKET@THOMPSONCOBURN.C HOMPSON COBURN LLP DNE US BANK PLAZA UITE 3500 T LOUIS, MISSOURI 63101 52553-149477 STEVEN M. RITCHEY /steven m. ritchey/	ent via US Mail.	

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ASSIGNMENT OF PATENT RIGHTS FROM INVENTORS TO UNIVERSITY

This Assignment of Patent Rights from Inventors to University Agreement ("Agreement") is entered into by and between Timothy Glass, an individual having an address of 5105 Blue Spruce Court, Columbia, Missouri 65203; Kevin Gillis, an individual having an address of 4471 E Ravens Ridge Drive, Columbia, Missouri 65201; Kenneth Hettie, an individual having an address of 685 Scofield Avenue, Apt 30, East Palo Alto, California 94303-2352 ("Assignors") and **The Curators of the University of Missouri**, a public corporation of the State of Missouri having a principal place of business at 316 University Hall, Columbia, Missouri 65211, U.S.A. ("Assignee").

WHEREAS Assignors have contributed to the subject matter of the invention disclosed, described, and/or claimed in UM Invention Disclosure No. 13UMC020 entitled "A Fluorescent Chemical Sensor for Biological Amines" ("Invention Disclosure Form") which is the subject of United States Patent Application Serial No. 61/852,851 filed on 13 March, 2013 entitled "Fluorescent Sensors for Cellular Amines" ("Patent Application"); Application Serial No. PCT/US2014/031490 filed on 21 March, 2014 and United States Patent Application Serial No. 14/778,225 filed on 18 September, 2015 both entitled "A Fluorescent Chemical Sensor for Biological Amines" ("Patent Application");

WHEREAS, pursuant to Assignors' assignment obligations under the Assignee's Collected Rules and Regulations § 100.020, Assignors have an obligation to convey any and all rights that Assignors have or might have in the aforementioned invention and Patent Application; and

WHEREAS Assignors have previously executed an assignment dated 19 December, 2012 related to the invention disclosed, described, and/or claimed in the Invention Disclosure Form; and

WHEREAS Assignors are willing to execute this notarized Agreement in order to confirm the assignment of rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

NOW THEREFORE, in consideration of Assignors' past and continued employment with and use of Assignee's funds and facilities, Assignors' assignment obligations and royalty-sharing rights under the Collected Rules and Regulations § 100.020, the sum of USD \$1.00 in-hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Assignment</u>

Assignors hereby assign, transfer, and convey (and confirm any prior such conveyance as the case may be) to Assignee, and Assignee hereby accepts, Assignors' entire right, title and interest in and to:

(a) the invention disclosed and/or claimed, in whole or in part, in the Patent Application and any and all improvements therein conceived or reduced to practice by each of Assignors in the course of and the general scope of each of Assignors' employment with Assignce (collectively the "Invention");

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- (b) all patents and patent applications that have been or may hereafter be filed which are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention ("Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or hereafter due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

Assignors' rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights."

Assignors authorize and request the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

2. Further Assurances

Upon the reasonable request of Assignee, Assignors agree to execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignors agree to execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Assignors also agree to execute any and all declarations, oaths, specifications, and other documents requested by Assignee in connection with prosecution of the Patents. Assignors further agree to cooperate with and assist Assignee with respect to prosecution of the Patents, including communication to Assignee of any facts known to Assignors relating to the Invention and/or any prior art that may be material to patentability of the Invention. Assignors also agree that in the event any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding or litigation, Assignors will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee's expense.

3. <u>Representations and Warranties</u>

Assignors represent and warrant to Assignee that:

- (a) Assignors have the full right and power to enter into and perform their obligations under this Agreement without being in breach of any obligations owed by Assignors to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charges, encumbrances, ownership claim, or other claim or right, either written, oral, or implied, which will impair, interfere or conflict with the rights herein assigned to Assignee; and
- (c) Assignors have not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights or execute any other agreement that is in conflict with this Agreement.

4. <u>Attorney-In-Fact</u>

Assignors hereby irrevocably appoint the President of Assignee, or the President's designee, as each of Assignors' attorney-in-fact with authority to execute for Assignors and on Assignors' behalf any and all assignments, applications, or other instruments and documents required to be executed by Assignors pursuant to this Agreement, if Assignors are unwilling or unable to execute same. This appointment shall be deemed to be a power coupled with an interest, and as such, is irrevocable.

5. <u>Patent Application Information</u>

Assignors hereby authorize Assignee or its attorneys to insert in this Assignment the serial number and filing date of the Patent Application when known.

6. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7. <u>Counterparts</u>

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

[The rest of the page is intentionally left blank]

Delegated Standard Form Revised 4/1/14 PATENT REEL: 041928 FRAME: 0529 IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment Agreement as of the day and year written below.

TIMOTHY GLASS

Timetly Glan Professor By___ Title

2/23/12

Date

Acknowledgement

STATE OF 7 188 COUNTY OF

On this 23^{60} day of $\underline{Jelauar}$, 2017, before me, a Notary Public in and for the State and County aforesaid, personally appeared Timothy Glass, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public

2019

(SEAL)

My Commission Expires:



KARLA ALSBERGE My Commission Expinse June 7, 2019 Boone County Commission #15635992

University of Missouri 4 Assignment of Patent Rights from Inventors to University Delegated Standard Form Revised 4/1/14 PATENT

REEL: 041928 FRAME: 0530

KEVI	NGILLIS	× , , ,
By	Nein	yoh
Title	7	

March 14, 2017 Date

Acknowledgement

STATE OF Missouri)
COUNTY OF Bache) SS)

On this 14^{-t} day of M_{aach} , 2017, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin Gillis, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and she acknowledged the same to be her free act and deed.

Notary Public

(SEAL)

6/7/2019 My Commission Expires:



KARLA ALSBERGE My Commission Expires June 7, 2019 **Boone County** Commission #15635992

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Delegated Standard Form Revised 4/1/14

	NALAAAAALIA RAKU	
	and the second	
By		03/31/2019
Title		Date / /

Acknowledgement

STATE OF California) COUNTY OF Santa Clava)SS

VENNETH HETTE

On this 31 day of $Mard_$, 20/7, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth Hettie, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

A. SCHROEDER Commission No. 2122509 Notary Public OTARY PUBLIC-CALIFORNIA SAN MATEO COUNTY My Comm Expres AUGUST 7, 2019

My Commission Expires: Avevst 7, 219

University of Missouri 6 Assignment of Patent Rights from Inventors to University Delegated Standard Form Revised 4/1/14

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By Christopher Ml Fender

41-6-2017

Christopher/Ml Fender Date Director, Office of Technology Management and Industry Relations

Acknowledgement

STATE OF MISSOURI)) SS COUNTY OF BOONE)

On this 4^{-6} day of 4^{-6} , 20/7, before me, a Notary Public in and for the State and County aforesaid, personally appeared Christopher M. Fender, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed on behalf of The Curators of the University of Missouri.

Notary Public

(SEAL)

My Commission Expires:

6/1/2019



KARLA ALSBERGE My Commission Expires June 7, 2019 Boone County Commission #15635992

University of Missouri 7 Assignment of Patent Rights from Inventors to University

RECORDED: 04/07/2017

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