

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5085109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LOUIS A. PENA	02/06/2015
XINHUA LIN	02/04/2015
RECEIVING PARTY DATA	
Name:	BROOKHAVEN SCIENCE ASSOCIATES, LLC
Street Address:	40 BROOKHAVEN AVENUE, BUILDING 460
City:	UPTON
State/Country:	NEW YORK
Postal Code:	11973-5000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15819444
CORRESPONDENCE DATA	
Fax Number:	(212)698-3599
<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:	212-698-3500
Email:	patents@dechert.com
Correspondent Name:	CARL A. MORALES
Address Line 1:	DECHERT LLP
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	378324-001T5C2 (154981)
NAME OF SUBMITTER:	CARL A. MORALES
SIGNATURE:	/Carl A. Morales/
DATE SIGNED:	08/06/2018
Total Attachments: 3	
source=Executed Assignment Pena and Lin to Brookhaven#page1.tif	
source=Executed Assignment Pena and Lin to Brookhaven#page2.tif	
source=Executed Assignment Pena and Lin to Brookhaven#page3.tif	

WHEREAS, we Louis A. Peña and Xinhua Lin, citizens of the United States, respectively, residing in Poquott, County of Suffolk, State of New York, and in Plainview, County of Nassau, State of New York, ASSIGNORS, are the inventors of an invention and certain new and useful improvements disclosed in an application entitled "Composition and Method for Delivery of BMP-2 Amplifier/Co-activator for Enhancement of Osteogenesis"; we filed the said non-provisional application for United States Letters Patent accorded S.N. 14/452,304 on 8/5/2014; and;

WHEREAS, the **Brookhaven Science Associates, LLC** incorporated in Delaware (BSA) having an office at **40 Brookhaven Avenue, Building 460, Upton, NY 11973-5000**, desires to acquire the entire right, title, and interest in, under and to the said invention and improvements disclosed in the provisional application, and any Letters Patent wherever they may be issued thereon;

WHEREAS, BSA has elected to take title to said invention pursuant to P.L. 98-620 and has informed the U.S. Department of Energy of that election and the U.S. Department of Energy has not exercised any exceptions thereto under either 401.3(a)(2) or (3) of P.L. 98-620, but retains the right to do so;

NOW, THEREFORE, to all whom it may concern, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned ASSIGNORS by these presents do sell, assign, and transfer unto BSA the entire right, title, and interest in, under and to the said invention and improvements as disclosed in the said application as well as any non-provisional, divisional, continuation, renewal, substitute, reissue, reexamination, conversion, and all other applications for Letters Patent or the legal equivalent thereof wherever they may be filed, and in, under and to any and all Letters Patent or the legal equivalent thereof wherever they may be issued thereon including all original, reissue, reexamination, and extensions of said Letters Patent or the legal equivalent thereof;

AND WE HEREBY authorize and request the issuing authority whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to and in the name of Brookhaven Science Associates, LLC;

AND WE HEREBY covenant and agree that we have full right to convey the entire right, title and interest herein assigned, and that we have not executed, and will not execute, any assignment, grant, mortgage, license or other agreement in conflict herewith;

AND WE HEREBY agree to make, execute, and deliver unto BSA any and all rightful oaths, declarations, assignments, powers of attorney, affidavits, statements, and all other documents or instruments; we agree to execute all non-provisional, renewal, divisional, continuation, substitute, foreign, and all other applications, as well as all reexamination and reissue of Letters Patent; we agree to communicate to BSA, its successors, legal representatives, or its assigns, any facts known to us respecting the said invention and improvements and the history thereof; we agree to testify as to the same in or incident to the prosecution or conduct of any and all applications, before as well as after the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences, litigations, or other actions or proceedings that said applications may encounter or in which they may become involved as may be required by BSA, or its duly authorized representative; and we agree to generally do everything possible to aid BSA in protecting the said invention and improvements, and in obtaining, maintaining, defending and enforcing proper protection for the said invention and improvements as may be requested by BSA, its successors, legal representatives or its assigns, except that any expenses arising through extending such assistance will be paid for by proper arrangement with BSA;

AND WE HEREBY agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and shall extend to the successors, assigns and nominees of BSA.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date: 2/6/15



LOUIS A. PEÑA L.S.

State of

William S. Russell
NOTARY PUBLIC
STATE OF NEW YORK
Suffolk County
Reg. No. 01RU6215070
Commission Expires: 12/21/2017

County of

On this 6th day of February, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared **LOUIS A. PEÑA**, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged the same to be her/his free act and deed.



NOTARY PUBLIC

Date: _____

XINHUA LIN L.S.

State of

County of

On this _____ day of _____, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared **XINHUA LIN**, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged the same to be her/his free act and deed.

NOTARY PUBLIC

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date: _____ L.S.
LOUIS A. PEÑA

State of

County of

On this _____ day of _____, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared LOUIS A. PEÑA, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged the same to be her/his free act and deed.

NOTARY PUBLIC

Date: 2/4/2015 _____ L.S.
XINHUA LIN

State of New York

County of Nassau

On this 4th day of Feb, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared XINHUA LIN, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged the same to be her/his free act and deed.

NOTARY PUBLIC

MICHAEL B. ANTONIVICH
Notary Public, State of New York
No. 01AN6261182
My Commission Expires 05-07-2016