

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAUL SCOT KINGMA	06/05/2018
JEFFREY A. WHITSETT	05/28/2018
RECEIVING PARTY DATA	
Name:	CHILDREN'S HOSPITAL MEDICAL CENTER
Street Address:	3333 BURNET AVE.
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45229
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15735005
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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>	
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Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
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Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	BEN036.001APC
NAME OF SUBMITTER:	VLADISLAV Z. TEPLITSKIY
SIGNATURE:	/Vladislav Z. Teplitskiy/
DATE SIGNED:	09/28/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
source=2018-09-18 Signed Combined Declaration & Assignment (Children_s HOSP) - BEN036.001APC_#page1.tif	
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PATENT

REEL: 047007 FRAME: 0248

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: BEN036.001APC

Page 1 of 2

Title: **A CONTROLLED RELEASE SYSTEM FOR PULMONARY DELIVERY OF SURFACTANT
PROTEIN D**

Inventors: Paul Scot KINGMA, Jeffrey A. WHITSETT

Declaration

This Declaration is directed to the application identified above that

Was described and Claimed in PCT Application No. No. PCT/IL2016/050606 filed on 9 June 2016.

Was filed as Application No. 15/735,005 filed on 12/08/2017 and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Assignment from Inventors

WHEREAS, **above-identified inventor** (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries, and hereby assign or are under an obligation to assign to the below identified Assignee the above-titled application (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application").

AND WHEREAS, **CHILDREN'S HOSPITAL MEDICAL CENTER**, with its principal place of business at 3333 Burnet Ave., Cincinnati, Ohio, 45229 US (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all patent properties filed or issued upon the Application and the Work; where "Patent Properties" include, but are not limited to:

all provisional applications relating thereto (including but not limited to US Application No(s). **62/172,881**, filed **9 June 2015** (respectively if plural applications));

all nonprovisional applications claiming priority to aforementioned provisional(s) and/or the present Application, including, all divisions, continuations, continuations-in-part, and reissues, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*

Docket No.: BEN036.001APC

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Title: A CONTROLLED RELEASE SYSTEM FOR PULMONARY DELIVERY OF SURFACTANT
PROTEIN D

Inventors: Paul Scot KINGMA, Jeffrey A. WHITSETT

all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof.

ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all aforementioned patent properties, and authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto, sign/execute all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of inventor: Paul Scot KINGMA

Signature: _____

Date: _____

Witnessed by: _____

Witness Name (printed): _____

Legal Name of inventor: Jeffrey A. WHITSETT

Signature: _____

Date: _____

Witnessed by: _____

Witness Name (printed): _____

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*

Docket No.: BEN036.00IAPC

Page 2 of 2

Title: **A CONTROLLED RELEASE SYSTEM FOR PULMONARY DELIVERY OF SURFACTANT
PROTEIN D**

Inventors: Paul Scot KINGMA, Jeffrey A. WHITSETT

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ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all aforementioned patent properties, and authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto, sign/execute all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of inventor: Paul Scot KINGMA

Signature: _____ Date: _____

Witnessed by: _____

Witness Name (printed): _____

Legal Name of inventor: Jeffrey A. WHITSETT

Signature:  _____ Date: 5/28/18Witnessed by: ERIKA SMITH *Erika Smith*Witness Name (printed): ERIKA SMITH