# 505412128 04/04/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5458918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
EDWARD GLASSCOCK	07/22/2014

#### **RECEIVING PARTY DATA**

Name:	BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE	
Street Address:	1501 KINGS HWY	
City:	SHREVEPORT	
State/Country:	LOUISIANA	
Postal Code:	71103	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14804658

#### CORRESPONDENCE DATA

**Fax Number:** (225)248-3109

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.

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Correspondent Name: LANCE A. FOSTER
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ATTORNEY DOCKET NUMBER:	39628/146734-01
NAME OF SUBMITTER:	LANCE A. FOSTER
SIGNATURE:	/lance a. foster/
DATE SIGNED:	04/04/2019

#### **Total Attachments: 5**

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> PATENT REEL: 048797 FRAME: 0818

505412128

# LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CÈNTER at SHREVEPORT TECHNOLOGY TRANSFER PROGRAM

### ASSIGNMENT AGREEMENT

# LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER at SHREVEPORT

STATE OF LOUISIANA PARISH OF CADDO

This Agreement, made and entered into at Shreveport, Louisiana, on this <u>22nd</u> day				
of July , 20 14 , by and between the Board of Supervisors of Louisiana State				
University and Agricultural and Mechanical College, acting through the Louisiana State University				
Health Sciences Center, hereinafter called LSUHSC-S and herein represented by Robert A. Barish,				
M.D., M.B.A., Chancellor and <u>Edward Glasscock, Ph.D.</u> , hereinafter called the Inventor,				
faculty member of the Department of <u>Anatomy</u> at Louisiana State University Health				
Sciences Center at Shreveport.				

# WITNESSETH

WHEREAS, the Inventor has originated a technology which he/she believes is novel and wishes to submit said technology for screening and evaluation, and

WHEREAS, LSUHSC-S operates a Technology Transfer Program and is willing to provide said screening and evaluation.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:

1. The Inventor hereby submits the following technology to LSUHSC-S:					
Novel Bion	narkers of Susceptibility to SUDEP	·			
	·	, in the			
following form:	disclosure and description	(e.g. report,			
specifications etc	including title and date) hereinafter call	ed the Technology			

- 2. The Inventor contemporaneously hereto submits a copy of said submission which LSUHSC-S shall place in a sealed, time-stamped and dated envelope which shall be annexed hereto as Exhibit "A", evidencing the Technology submitted under this Agreement.
- 3. The Inventor hereby certifies that he/she is the originator/owner of the Technology and hereby assigns and transfers all rights, title and interest in the Technology and any patent application filed on or patent issuing on the Technology to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in accordance with Chapter VII of the Bylaws and Regulations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (1978 Edition), or as hereafter amended, which are hereinafter called "The Regulations" and are hereby incorporated into this Agreement by reference, and to any third party designated by LSUHSC-S.
- 4. In consideration of the Inventor's assignment, LSUHSC-S will have the Technology reviewed and evaluated as to market potential and will inform the Inventor of the results of the review and evaluation. However, LSUHSC-S shall be the sole and determining arbiter as to the type, extent, nature, and time expended in pursuing, investigating, or conducting marketing reviews and technology studies pertaining to said invention. Further, this Agreement is not to be construed as a guarantee, promise, contract or agreement, expressed or implied, that LSUHSC-S will necessarily use, pursue, develop or apply for patents or licenses, or take any action on the Technology.
- 5. Should LSUHSC-S, in its sole discretion, decide to pursue a patent application on or otherwise pursue the development of the Technology covered by this Agreement, and should any

revenue be realized by LSUHS—S as a result of patent licensing, royalty rees or similar sources, the Inventor shall share in said revenue as would an employee, in accordance with the Regulations.

LSUHSC-S shall consult with the Inventor before exercising said sole discretion as the pursuit of a patent application or other development.

6. The Inventor acknowledges that he or she is aware of and agrees that third parties may be consulted or used by LSUHSC-S in connection with evaluating, testing, patenting, marketing, researching, developing, designing, or reviewing the Technology submitted under this Agreement.

However, LSUHSC-S specifically disclaims and does not expressly or impliedly warrant, hold out, or guarantee the work, studies, undertakings, or evaluations by said third parties. The Inventor also acknowledges that faculty members of LSUHSC-S and community professional volunteers will serve on review committees and boards and participate in the evaluation of the Technology, and agrees that any evaluations or recommendations made by said review committees and boards or their individual members will not constitute a guarantee, promise, contract or agreement, express or implied, as to the use, development, patenting or licensing of the Technology, and further agrees to hold the review committees and boards and their individual members harmless from any claims arising out of the performance of their duties.

7. Should LSUHSC-S decide not to pursue a patent application or development of the Technology, or to abandon patent prosecution after filing, or other commercialization efforts, LSUHSC-S, through the Office for Sponsored Programs and Technology Transfer, shall recommend to the Louisiana State University System Office that the Technology be released to the inventor under the terms and conditions set forth in such recommendation. Should the Louisiana State University System Office determine to release the Technology to the Inventor, it shall, along with the Inventor, execute an agreement assigning the Technology to the inventor under the terms and conditions set forth therein; provided, however, that if LSUHSC-S fails to make said decision within twelve (12) months of the date of this Agreement, the Inventor shall have the right to request that LSUHSC-S recommend to the System Office that the Technology be released to the Inventor.

- 8. Simultaneously with the release of the Technology to the Inventor under paragraph
  7 and in consideration thereof, the Inventor agrees to release and hold harmless LSUHSC-S, as well as
  their agents, servants, or employees under the terms, conditions, and obligations of this
  agreement and, further, the obligations of LSUHSC-S herein under shall be deemed fully satisfied.
- 9. The Inventor warrants that the Technology submitted under this agreement is of his/her origination and agrees to hold LSUHSC-S, and the Board of Supervisors, as well as their agents, servants, or employees, harmless and to defend and indemnify LSUHSC-S and the Board of Supervisors from any and all claims of infringement by or damages to third parties as a result of either LSUHSC-S's, or the Board of Supervisors' review, evaluation, pursuit of a patent, or other development of the Technology.
- 10. This Agreement is the whole agreement by the parties and may be amended only by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the presence of the undersigned competent witnesses.

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

CHANCELLØR'S WITNESSES:

Robert A. Barish, M.D., M.B.A. Chancellor

WITNESSES FOR INVENTOR:

By:

(Inventor

PATENT REEL: 048797 FRAME: 0823

**RECORDED: 04/04/2019**