# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5496732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MAHMOUD ALMASRI	07/27/2017
SHIBAJYOTI GHOSH DASTIDER	11/01/2017
SHUPING ZHANG	06/12/2017
NUH SADI YUKSEK	07/14/2017
IBRAHEM JASIM	08/17/2017

#### **RECEIVING PARTY DATA**

Name:	THE CURATORS OF THE UNIVERSITY OF MISSOURI
Street Address:	316 UNIVERSITY HALL
City:	COLUMBIA
State/Country:	MISSOURI
Postal Code:	65211

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

Property Type	Number
Application Number:	16396972

#### **CORRESPONDENCE DATA**

**Fax Number:** (314)667-3633

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.

**Phone:** 314-552-6000

Email: IPDOCKET@THOMPSONCOBURN.COM

Correspondent Name: THOMPSON COBURN LLP Address Line 1: ONE US BANK PLAZA

Address Line 2: SUITE 3500

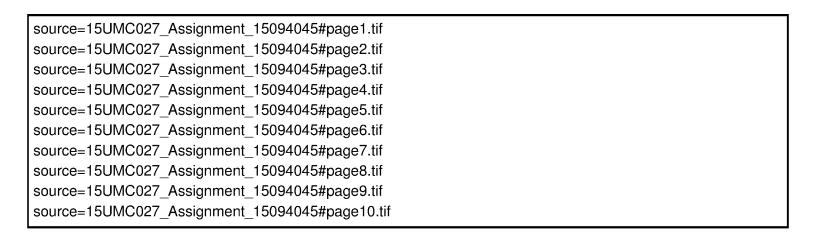
Address Line 4: ST LOUIS, MISSOURI 63101

Total Attachments, 10	
DATE SIGNED:	04/29/2019
SIGNATURE:	/Benjamin L. Volk, Jr./
NAME OF SUBMITTER:	BENJAMIN L. VOLK, JR.
ATTORNEY DOCKET NUMBER:	52553-186643

Total Attachments: 10

PATENT REEL: 049018 FRAME: 0662

505449931



PATENT REEL: 049018 FRAME: 0663

## ASSIGNMENT OF PATENT RIGHTS FROM INVENTORS TO UNIVERSITY

This Assignment of Patent Rights from Inventor to University Agreement ("Agreement") is entered into by and between Mahmoud Almasri, an individual having an address of 5207 Beacon Falls Drive, Columbia, Missouri 65203; Shibajyoti Ghosh Dastider, an individual having an address of 2301 Sunset Boulevard, Rocklin, California 95765; Shuping Zhang, 5408 Steeplechase Drive, Columbia, Missouri 65203; Nuh Sadi Yuksek, 9A Windy Hill, Ballston Lake, NY 12019; and Ibrahem Jasim, 1509 Olympic Boulevard, Columbia, Missouri 65202 ("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. 15UMC027 entitled "Novel MEMS Biosensor for Rapid and Accurate Detection of Pathogenic Bacteria" ("Invention Disclosure Form") which is the subject of United States Patent Application Serial No. 15/094,045 filed on the 8th of April, 2016, entitled "High Sensitivity Impedance Sensor" ("Patent Application"); and United States Patent Application Serial No. 62/145,842 filed on the 10th of April, 2015, entitled "3-D Micromachined Biosensor for Rapid and Accurate Detection of Pathogenic Bacteria" ("Patent Application"); and

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 agreed to assign such rights in the invention to Assignee under Section 11 of 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. Assignment

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:

the invention disclosed and/or claimed, in whole or in part, in the Patent Application (a) 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 Assignee (collectively the "Invention");

- (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 at Assignee's expense.

#### 3. Representations and Warranties

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. Attorney-In-Fact

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. Patent Application Information

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. Counterparts

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.

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IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment Agreement as of the day and year written below.

MAHMOUD ALMASRI
By model Mrs. Title Associable prof.
Acknowledgement
STATE OF
On this $\sqrt{27^{12}}$ day of, 20/7, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mahmoud Almasri, 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.
KARLA ALSBERGE My Commission Expires June 7, 2019 Boone County Commission #15635992  Notary Public
(SEAL)
My Commission Expires: $\frac{G/7/2019}{}$

(SEAL)

My Commission Expires:\_\_\_\_\_

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	or
State of California County of	
On // / 01 / 2017 before me,	Valentina Leticia Barajas, Notary Public
	(insert name and title of the officer)
personally appeared SHIBAJYOTI CH	
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s)(is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	he laws of the State of California that the foregoing
WITNESS my hand and official seal.	VALENTINA LETICIA BARAJAS Comm., #2073669 Eliza Notary Public - California elizare County Comm. Expires Jul 4, 2018
Signature	_ (Seal)

PATENT REEL: 049018 FRAME: 0669

## **SHUPING ZHANG**

6/12/2017

Acknowledgement

STATE OF Misson,
COUNTY OF BONG

On this 17th day of June, 2017, before me, a Notary Public in and for the State and County aforesaid, personally appeared Shuping Zhang, 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.

VICTORIA L MILLER Notary Public - Notary Seal State of Missouri, Boone County Commission Number 12621212 Commission Expires Aug 20, 2020

(SEAL)

My Commission Expires:

**Delegated Standard Form** 

NUH SADI YUKSEK		
By 54/1		07/14/2017
Title	Date	
	Acknowledgemen	nt
STATE OF	) )SS	
COUNTY OF	<u>*</u> )	
State and County aforesaid,	personally appeared Nuh S t name, who signed and se	before me, a Notary Public in and for the adi Yuksek, to me known and known to aled the foregoing instrument, and they
	Do	bow Spepord.
	-Notary Pub	lic /
(SEAL)	, ,	DEBORAH J. LEUPOLD NOTARY PUBLIC - STATE OF NEW YORK
My Commission Expires:	06/04/2018	NO. 01LE4967805  QUALIFIED IN SCHENECTADY COUNTY  MY COMMISSION EXPIRES JUNE 4, 2018

# **IBRAHEM JASIM**

By Jehn Title	8-17-2017 Date
Ackı	nowledgement
STATE OF Missouri )	
STATE OF <u>Missouri</u> )  COUNTY OF <u>Boone</u> )  SS	
State and County aforesaid, personally appear	, 20, before me, a Notary Public in and for the ared Ibrahem Jasim, to me known and known to me to realed the foregoing instrument, and he acknowledged
NOTARY  SEAL  SEAL  Commission Expires  June 7, 2019  Boone County  Commission #15635992	Harla Alsberge Notary Public
(SEAL)	
My Commission Expires: U/7/201	19

**REEL: 049018 FRAME: 0672** 

THE CURATORS OF THE UNIVERSITY OF MISSOURI  By
Acknowledgement
STATE OF MISSOURI ) ) SS COUNTY OF BOONE )
On this 8th day of Moreowhere, 2017 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.
KARLA ALSBERGE My Commission Expires June 7, 2019 Boone County Commission #15635992 Notary Public
(SEAL)
1./1/2019
My Commission Expires: $U \cap X \cap Y$

University of Missouri

Delegated Standard Form Revised 4/1/14