

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5794811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEIL W BRESSLOFF	03/26/2019
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF SOUTHAMPTON
Street Address:	HIGHFIELD
City:	SOUTHAMPTON, SO17 1BJ
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16339217
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4266.003US1
NAME OF SUBMITTER:	KIMBERLIE PATES
SIGNATURE:	/Kimberlie Pates/
DATE SIGNED:	10/30/2019
Total Attachments: 7	
source=4266003US1_ASSN#page1.tif	
source=4266003US1_ASSN#page2.tif	
source=4266003US1_ASSN#page3.tif	
source=4266003US1_ASSN#page4.tif	
source=4266003US1_ASSN#page5.tif	
source=4266003US1_ASSN#page6.tif	
source=4266003US1_ASSN#page7.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 4266.003US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Neil W. Bressloff

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 26, 2019

2. Name and address of receiving party(ies):

Name: University of Southampton

Street Address: Highfield

City: Southampton, SO17 1BJ

Country: United Kingdom

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 16/339,217

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Suneel Arora

Address:

Swegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, Minnesota 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

Enclosed

Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

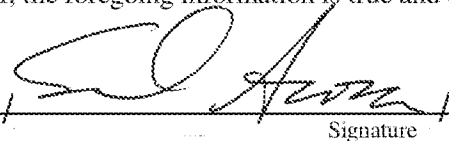
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Suneel Arora/Reg. No. 42,267

Name of Person Signing



Signature

3 September 2019

Date

Total number of pages including cover sheet: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 050860 FRAME: 0184

ASSIGNMENT OF PATENT APPLICATION (RIS 12723)

THIS AGREEMENT, is made on the date of last signature as written below
BETWEEN

- (1) **The University of Southampton** of Highfield, Southampton, SO17 1BJ, England (hereinafter referred to as "the Assignor").
- (2) **Professor Neil Bressloff** of 21 South View Road, Southampton SO15 5JD (hereinafter referred to as "the Assignee")

WHEREAS:-

- (A) The Assignee being a full-time employee of the University is engaged by the University to carry out research, amongst other duties. In the course of his normal employment, the Assignee, discovered the invention relating to a method of mapping images of human disease (as more specifically detailed at Schedule 1) ("Invention").
 - (B) The Assignor is the proprietor of patent application numbers [PCT/GB2015/050419] directly related to the Invention (the Patent) and does not wish to continue with ownership and protection of the Patent. In accordance with the Clause 4.6 of the University IP policy, the Assignor has agreed to assign the Patent to the Assignee on the terms set out in this Assignment.
-
- (C) The Assignee wishes to have the entire ownership and interest in the Patents assigned to him.

IT IS AGREED as follows:

1. Assignment

- 1.1 In consideration of the Assignment Fee set out in Clause 2.1 and in accordance with the University IP policy, the Assignor hereby assigns to the Assignee any and all its rights in the Patents, including the right to recover and take all such proceedings as may be necessary for the recovery of damages or other remedies in respect of all infringements of the Patent, whether committed before or after the date of this Assignment.
- 1.2 The Assignee shall appropriately acknowledge the Assignor and its employees as originators and inventors, as the case may be, of the Patent.

2. Assignment Fee

2.1 The Assignment Fee shall be £1 hereby deemed to have been received by the Assignor.

3. Further Assurance

3.1 The Assignor will, at the request and cost of the Assignee, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Assignee may reasonably require to enable the Assignee, or its or their nominee, to enjoy the full benefit of the rights now assigned to them.

4. Warranties and Liability

4.1 The Patent is assigned AS IS and the Assignor gives no warranties and makes no representations in respect of it. In particular, but without limiting the generality of this Clause 4, the Assignor makes no representation or warranty in connection with the Patent that its content or use will not constitute or result in infringement of third-party rights.

4.2 Each of the parties acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.

4.3 The University gives no warranty, representation or undertaking:

4.3.1 as to the efficacy or usefulness of the Patent; or

4.3.2 that the Patent is or will be valid or subsisting or (in the case of an application) will proceed to grant; or

4.3.3 that the use of the Patent, the manufacture, sale or use of any product that is within any claim of the Patent will not infringe any intellectual property or other rights of any other person; or

4.3.4 as imposing any obligation on the University to bring or prosecute actions or proceedings against third parties for infringement or to defend any action or proceedings for revocation of the Patent; or

4.4 Except under the indemnity in clause 4.5, and subject to clause 4.6, neither party accepts any responsibility for any use which may be made by the other party of the Patent, nor for any reliance which may be placed by that other party on the Patent, nor for advice or information given in connection with the Patent.

4.5 Assignee will indemnify the Assignor and every employee and student of the Assignor (the Indemnified Parties), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of the Assignees' manufacture, use, licence, sale of or other dealing in any product under the Patent, provided that the Indemnified Party must:

- 4.5.1 promptly notify the Assignee of details of the claim;
- 4.5.2 not make any admission in relation to the claim;
- 4.5.3 allow the Assignee to have the conduct of the defence or settlement of the claim; and
- 4.5.4 give the Assignee all reasonable assistance (at the Assignees' expense in dealing with the claim).

4.6 Nothing in this Assignment limits or excludes either party's liability for:

- 4.6.1 death or personal injury; or
- 4.6.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded.

4.7 The express undertakings and warranties given by the parties in this Assignment are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

5. Grant of Rights to the University

5.1 The Assignee hereby grants the Assignor a non-exclusive, perpetual, royalty free license to use the Patent for research and teaching purposes, including research funded by or done in collaboration with a third party, but without the right to grant sub-licences.

5.2 The Assignee agree and accept that the Assignor shall retain the right to publish in scientific journals, conferences and otherwise information, results and intellectual property arising from the University research including that covered by the Patent provided.

6. Entire Agreement

6.1 This Assignment constitutes the entire agreement between the Parties relating to this Patent and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

7. Governing Law

7.1 This Assignment is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Assignment, except that either party may bring proceedings for an injunction in any jurisdiction.

Signed by

Diana Gilpin

Date.

26th March 2019

for and behalf of **The University of Southampton**

Signed by

Neil Bressloff

Date.

26th March 2019

for and behalf of **Professor Neil Bressloff (Assignee)**

SCHEDULE 1

Details of Patent Applications:

Each patent application, collectively termed the Patent under this Agreement, under the Assignor's file record of 12723 – "A method of mapping images of human disease", listed below as at the date of this Agreement:

Patent:

International PCT
images of human disease

PCT/ GB2015/050419 – A method of mapping

