

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6126018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CASE WESTERN RESERVE UNIVERSITY	05/12/2020
RECEIVING PARTY DATA	
Name:	VINCENT GAUDIANI
Street Address:	168 DEGAS ROAD
City:	PORTOLA VALLEY
State/Country:	CALIFORNIA
Postal Code:	94028
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13278089
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	5209-701.301
NAME OF SUBMITTER:	CHRISTINE RICKS
SIGNATURE:	/Christine Ricks/
DATE SIGNED:	05/28/2020
Total Attachments: 2	
source=5209-701.301 Assignment_from_Case_Western_to_Vincent_Gaudiani#page1.tif	
source=5209-701.301 Assignment_from_Case_Western_to_Vincent_Gaudiani#page2.tif	

PATENT ASSIGNMENT

Case Western Reserve University, an Ohio nonprofit corporation, having a place of business at 10900 Euclid Avenue, Cleveland, OH 44106-7219 (the "Assignor"), desires to assign the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to Dr. Vincent Gaudiani, an individual, having an address at 168 Degas Road, Portola Valley, CA 94028 (the "Assignee"), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment (the "Agreement").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor had previously obtained Assignee's entire right, title and interest in and to certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

Patent App. No.	Filing Date	Filed With	Status	Patent No.	Issue Date
60/827,967	October 2, 2006	United States Patent and Trademark Office	Expired		
60/828,708	October 2, 2006	United States Patent and Trademark Office	Expired		
11/770,371	June 28, 2007	United States Patent and Trademark Office	Issued	8,068,920	November 29, 2011
13/278,089	October 20, 2011	United States Patent and Trademark Office	Issued	8,634,935	January 21, 2014
14/155,284	January 14, 2014	United States Patent and Trademark Office	Issued	9,265,938	February 23, 2016
14/996,631	January 15, 2016	United States Patent and Trademark Office	Issued	10,369,356	August 6, 2019
PCT/US2007/080160	October 2, 2007	U.S. Receiving Office of the Patent Cooperation Treaty	Published		

(the "Listed Patent(s)"). As used herein: "Assigned Patents" means Assignor's rights in (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). "Patents" means (i) patents, certifications of inventions, inventor's certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee Assignor's entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions (the "Inventions") and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.

3. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

4. Said Assignee will begin incurring all expenses and fees for the prosecution and maintenance of the Assigned Patents (including but not limited to maintenance fees and/or fees associated with changes in power of attorney) for invoices received by Assignor after May 7, 2020 until the completion of this Agreement, and changes in power of attorney records have been completed at the United States Patent and Trademark Office.

5. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, and assigns, and shall be binding upon said Assignor and its assigns.

6. Said Assignor hereby warrants, represents and covenants that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

7. This instrument will be interpreted and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles.

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Any controversy or dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts in the City of Cleveland, Ohio.

8. This Agreement constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all the matters herein referred to. All previous discussions, promises, representations, and understandings relative thereto, if any, between the parties are hereby merged herein. No modification or claimed waiver of any of the provisions herein shall be valid unless in writing and signed by an authorized representative of each party. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below:

AGREED TO BY ASSIGNOR:

Date: 5/12/2020

Signature: Michael J. Haag
Name:
Title:

Michael J. Haag
Executive Director Technology Management
Technology Transfer Office
Case Western Reserve University

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 5/20/18

Signature: [Signature]
Name: Dr. Vincent Gaudiani