

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7366636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNIVERSITY OF MARYLAND, BALTIMORE	05/24/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FLORENCE ASLINIA MD
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<b>Postal Code:</b>	66224
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61932289
<b>Patent Number:</b>	10154841
<b>Patent Number:</b>	10813656
<b>PCT Number:</b>	US2015013216
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(913)236-5472
<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>	
<b>Phone:</b>	209-814-3400
<b>Email:</b>	syd31317@gmail.com
<b>Correspondent Name:</b>	FLORENCE ASLINIA AND ERIC GOLDBERG
<b>Address Line 1:</b>	15444 IRON HORSE CIRCLE
<b>Address Line 4:</b>	LEAWOOD, KANSAS 66224
<b>NAME OF SUBMITTER:</b>	FLORENCE ASLINIA, MD
<b>SIGNATURE:</b>	/FLORENCE ASLINIA/; /MD/

<b>DATE SIGNED:</b>	06/06/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 4</b> source=FA-2012-059 - Fully executed Agreement to Assign Invention#page1.tif source=FA-2012-059 - Fully executed Agreement to Assign Invention#page2.tif source=FA-2012-059 - Fully executed Agreement to Assign Invention#page3.tif source=FA-2012-059 - Fully executed Agreement to Assign Invention#page4.tif	

## AGREEMENT TO ASSIGN INVENTION

This Agreement to Assign Invention is made as of **April 13, 2022** (the "**Effective Date**") by and between the **University of Maryland, Baltimore**, a constituent institution of the University System of Maryland (which is a public corporation and an instrumentality of the State of Maryland) ("**UMB**"), and **Florence Astlinia and Eric Goldberg** (collectively referred to as "**Inventors**").

### BACKGROUND

Each inventor was an employee of UMB at the time of disclosure. Inventors assigned all of their right, title, and interest to UMB in the invention described on **Exhibit A** (the "**Invention**"). That assignment was recorded with the U.S. Patent and Trademark Office ("**USPTO**"), as described on **Exhibit A**. UMB has filed the patent application(s) regarding the Invention set forth on **Exhibit A**.

UMB has determined not to commercialize the Invention. Therefore, UMB agrees to release and assign the Patent Rights associated directly with the Invention back to the Inventors on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Approval. Each Inventor acknowledges receipt of a letter dated April 13, 2022, from UMB's Office of Technology Transfer ("**OTT**"). Each Inventor represents to UMB that he/she received approval from his/her department chair and dean to receive the release and assignment of the Invention from UMB. This does not apply if the inventor is no longer a UMB employee.

2. Assignment. If UMB receives the agreement to assign invention executed by all inventor(s), UMB shall promptly execute and deliver to Inventors an Assignment of the Invention. The Assignment shall be in legally sufficient form (a) for recordation in the USPTO, and (b) to effectuate a transfer to Inventor(s) of all of UMB's right, title, and interest in the Invention (subject to the license retained in this Agreement).

3. Patent Protection. Following the release and assignment of the Invention, each Inventor understands that he/she will thereafter be **personally responsible** (financially and otherwise) for filing, pursuing, maintaining, and enforcing patent protection for the Invention.

4. Notification to OTT. Each Inventor agrees to timely inform OTT of any and all progress regarding (a) the filing and/or prosecution of any patent application directed to the Invention and/or (b) the commercialization of the Invention, including the licensing of the Invention to a third party. Each Inventor also agrees promptly to provide to OTT a copy of any patent which issues for the Invention.

5. License to UMB. Each Inventor agrees that UMB shall at all times retain a non-exclusive, royalty-free, license to practice the Invention and to sublicense universities, colleges, and other nonprofit research or educational institutions to practice the Invention on a royalty-free basis, for any research, education or teaching activities conducted by or at UMB or a sublicensee university, college or research or educational institution. Any license or other rights granted by any Inventor to a third party shall be subject to UMB's non-exclusive license.

6. Notification to Inventors. If OTT is contacted regarding opportunities to license the Patent Rights to other parties, OTT will refer the contact to Inventors, provided Inventors makes current contact information available to OTT.

7. Improvements to the Invention. Each Inventor, during the full term of employment by UMB, will make full disclosure to OTT if he/she makes, creates, invents, discovers, or is otherwise involved in the development of any invention or discovery which is directly related to the Invention (e.g. an improvement or modification). Any such invention or discovery, whether or not patentable, will be owned by UMB and will be administered in accordance with the Intellectual Property Policy of the University System of Maryland.

8. Conflicts of Interest. Each Inventor, during the full term of employment by UMB, agrees to disclose promptly relationships and/or agreements that he/she has or may consider entering into which present a potential "Conflict of Interest," as described in the UMB Procedures Implementing Board of Regents' Policy on Conflicts of Interest in Research and Development ([http://www.umaryland.edu/research\\_integrity/COI/conflict\\_interest.html](http://www.umaryland.edu/research_integrity/COI/conflict_interest.html)). Examples of such relationships include license agreements; consulting agreements; contracts between an Inventor and a third party that sponsors research or otherwise does business with UMB; and/or financial relationships that are potentially affected by sponsored research in which an Inventor have or intend to participate. Those relationships require review in light of Maryland Public Ethics Law and UMB and USM policy. If any of these circumstances apply, or for further information, Inventor should consult the UMB Policy on Conflicts of Interest in Research and Development and/or contact the UMB Conflict of Interest Officer.

9. Reimbursement of Patent Expenses. Upon commercialization of the Invention, Inventors shall reimburse UMB for the Total Patent Expenses set forth on **Exhibit B** (including attorneys' fees and government patent office fees) incurred by UMB in connection with preparing, filing, and prosecuting patent applications pertaining to the Invention. Inventors shall pay annually to UMB 2% of Inventors' annual Revenue from commercialization of the Invention, until UMB has recouped the Total Patent Expenses, consistent with UMB's Intellectual Property Policy (IV- 3.20 - UNIVERSITY SYSTEM OF MARYLAND POLICY ON INTELLECTUAL PROPERTY, as Amended by the Board of Regents on June 21, 2019; available at <https://www.usmd.edu/regents/bylaws/SectionIV/IV320.html>).

10. Costs of Enforcement. At UMB's sole discretion, Inventor(s) shall pay and/or reimburse UMB for any and all losses, costs, and expenses (including any attorneys' fees and court costs), incurred in connection with the enforcement or collection of this Agreement.

11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to the principles of conflicts of laws). Each party consents to the jurisdiction of the Circuit Court of Baltimore City or Anne Arundel County, Maryland for any suit against the other party relating to this Agreement and agrees to file any such suit in one of those courts. UMB AND INVENTOR WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY LITIGATION BETWEEN THEM RELATING TO THIS AGREEMENT.

Each Inventor has read and understands the terms and conditions listed above. In consideration of UMB's agreement to release and assign the Invention, each Inventor agrees to these terms and conditions.

WITNESS

UNIVERSITY OF MARYLAND, BALTIMORE

By: Phil Robilotto  
Philip Robilotto

Date: May 24, 2022

Title: Associate Vice President

INVENTOR(S):

05/05/2022  
Date

Florence Aslinia  
Florence Aslinia

5/29/22  
Date

Eric Goldberg  
Eric Goldberg

**EXHIBIT A**  
**INVENTION INFORMATION**  
**(UMB REF. FA-2012-059)**

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**Description of the Invention**

Expandable Endoscopic Device

**Patent Application(s)**

US Provisional Patent Application Number: 61/932,289, filed 1/28/14

PCT Patent Application Number: PCT/US2015/013216, filed 1/28/15

US Patent Number: 10,154,841, issued 12/18/18

US Patent Number: 10,813,656, issued 10/27/20

**Date Assignment Recorded in US Patent Office**

For US Patent Number 10,154,851 – an assignment of rights from Florence Aslinia and Eric Goldberg to the University of Maryland, Baltimore was recorded with the US Patent Office on October 29, 2018, at Reel/Frame Number 047341/0147

For US Patent Number 10,813,656 – an assignment of rights from Florence Aslinia and Eric Goldberg to the University of Maryland, Baltimore was recorded with the US Patent Office on November 13, 2018, at Reel/Frame Number 047486/0349

**EXHIBIT B****SUMMARY OF PATENT EXPENSES INCURRED BY UMB  
(UMB REF. DOCKET NO FA-2012-059)**

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<u>Patent Applications:</u>	<u>Patent Expenses:</u>
US Provisional Application No. 61/932,289 (filed January 28, 2014)	\$355.00
International Application No. PCT/US2015/013216 (filed January 28, 2015)	\$11,177.00
US Patent Application No. 15/114,030 (filed July 25, 2016), Now US Patent Number 10,154,851, issued December 18, 2018	\$2,020.00
US Patent Application No. 16/188,961 (filed November 13, 2018), Now US Patent Number 10,813,656, issued October 27, 2020	\$1,319.00
<u>Total Patent Expenses as of April 13, 2022</u>	<b>\$14,871.00</b>