

12-11-1998

FORM PTO-1595

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION I

100918471

PATENTS ONLY

DOCKET# 10-94B

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

University of Florida

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Research Corporation
Technologies, Inc.Address: 101 N. Wilmot Road, Suite 600
Tucson, AZ 85711-3335Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of name
- ☐ Other

Execution Date: October 31, 1994

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)
08/483,376

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom
correspondence concerning document should
be mailed:Name: Greenlee, Winner & Sullivan, P.C.

Internal Address: _____

Street Address: 5370 Manhattan Circle,Suite 201City: Boulder State: CO ZIP: 803036. Total number of applications and patents
involved: 17. Total fee (37 CFR 3.41): \$40

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit Account Number 07-1969

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.*Donna M. Ferber

Name of Person signing

Signature

December 4, 1998

Date

Total number of pages including cover sheet, attachments, and document: 3

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PATENT
REEL: 9625 FRAME: 0631

ASSIGNMENT OF PATENT APPLICATIONS

Terms

"INVENTOR(S)" means INDRA VASIL, VIMLA VASIL, L.C. HANNAH, MAUREEN CLANCY, ROBERT FERL

"INVENTION" means NOVEL MEANS FOR ENHANCING GENE EXPRESSION

"APPLICATIONS" mean U.S. Patent Application Serial No. 102,115, filed 08/04/93, U.S. Patent Application Serial No. 07/830,956, filed 02/05/92 and U.S. Patent Application Serial No. 353,854 filed 05/18/89

"INSTITUTION" means UNIVERSITY OF FLORIDA

"RCT" means Research Corporation Technologies, Inc., a Delaware corporation at 101 North Wilmot, 6th Floor, Tucson, Arizona 85711-3335.

"GOVERNMENT SPONSOR(S)" means UNITED STATES DEPARTMENT OF AGRICULTURE

"GOVERNMENT GRANT(S)" means a grant(s) between the U.S. Government and the INSTITUTION identified as Grant(s) No. 7223030-12 and 7223041-12

Background

1. The INVENTOR(S) made the INVENTION, and is/are named as the inventor(s) in the APPLICATIONS. Each INVENTOR has assigned his or her rights, title and interest in the INVENTION and APPLICATIONS to the INSTITUTION.
2. RCT and the INSTITUTION are parties to an agreement under which RCT has evaluated and is now attempting to commercialize the INVENTION. As provided in that agreement, RCT is obligated to pay to INSTITUTION a share of the revenues generated by the INVENTION.
3. In furtherance of its obligation to RCT, INSTITUTION wishes to assign its rights, title and interest in the INVENTION and APPLICATIONS to RCT.

Assignment

4. INSTITUTION hereby assigns to RCT its entire right, title and interest in:
 - (a) the INVENTION;
 - (b) the APPLICATIONS, all foreign applications and all divisional and continuation, in whole and in part, applications based on the APPLICATIONS;

(c) all patents resulting from the APPLICATIONS and applications described in (b); and

(d) all reissues, extensions, renewals and reexaminations of the patents described in (c).

5. This assignment shall allow RCT to file the applications described in paragraph 4 in its own name (but naming the INVENTORS as the inventors) in all countries of the world (where it is permissible) and the right to claim the benefit of the priority right provided by the International Convention of 1883, as amended.

6. INSTITUTION agrees to execute any further lawful documents that RCT might consider necessary to fully protect RCT's interest in the INVENTION and the documents described in paragraph 4.

7. INSTITUTION covenants that it has not granted any right or license to make, use or sell the INVENTION to anyone, except to the extent that it is obligated to grant a nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting through the GOVERNMENT SPONSOR(S), pursuant to the terms of the GOVERNMENT GRANT(S), which license shall not be affected by the execution and delivery of this assignment.

8. INSTITUTION also covenants that it has not encumbered its right, title and interest in the INVENTION or APPLICATIONS other than the exception listed in paragraph 6, and has not, and will not, sign any document that conflicts with this assignment.

Signature for INSTITUTION

10 - 31 - 94

DATE

SUSAN D. WRAY

Printed Name

Director, Office of Patent, Copyright
and Technology Licensing

Title

STATE OF Florida)
)ss.
COUNTY OF Alachua)

On this 31st day of October, 1994, personally appeared the above-named, personally known to me and known by me to be the one who executed the foregoing instrument, and subscribed the same in my presence, and acknowledged the same to be a free act and deed, before me.

Notary Public

OFFICIAL NOTARY SEAL
MARILYN A RITTER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC340338
MY COMMISSION EXP. JAN. 6, 1998

My commission expires: 1/6/98

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