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To the Honorable Commissioner of 100963118

attached original documents or copy thereof

1. Name of conveying party(ies):

Dr. Delbert E. Day  
Dr. Samuel D. Conzone

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

2. Name and address of receiving party(ies)

Name: The Curators of the University of Missouri  
Internal Address: University of Missouri - Columbia

Street Address: 509 Lewis Hall

City: Columbia State: MO ZIP: 65211

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

3. Nature of conveyance: 2-1-99

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: January 22, 1999

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: 01/22/99

A. Patent Application No.(s)

B. Patent No.(s)

09/241492

Additional numbers attached?  Yes  No

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

Name: Donald G. Leavitt, Esq.

Internal Address: Senniger, Powers, Leavitt & Roedel

Street Address: One Metropolitan Square  
16th Floor

City: St. Louis State: MO ZIP: 63102

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/09/1999 DMGLIEN 00000066 09241492

FC:581

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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.

Donald G. Leavitt  
Name of Person Signing

Donald G. Leavitt  
Signature

02/01/99  
Date

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

ASSIGNMENT

**WHEREAS, We** Dr. Delbert E. Day of Rolla, Missouri and Dr. Samuel D. Conzone of Rolla, Missouri, have invented an improvement in METHOD FOR PREPARING POROUS SHELLS OR GELS FROM GLASS PARTICLES (File UMO 1459) and have executed an application for a United States patent based thereon simultaneously herewith;

**AND, WHEREAS,** The Curators of the University of Missouri, a corporation of the State of Missouri (hereinafter referred to as "ASSIGNEE") is desirous of acquiring certain rights thereunder;

**NOW, THEREFORE,** for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, we have agreed to and do hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States application or

in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

**TO BE HELD AND ENJOYED** by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;

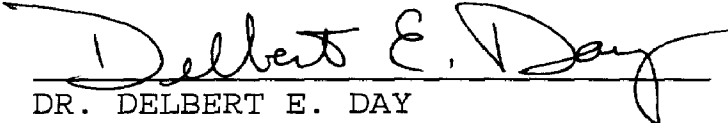
**AND We** hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;

**AND We** hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its

interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

**AND We** hereby jointly and severally covenant for ourselves and our respective legal representatives that we have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

**IN WITNESS WHEREOF**, we have hereunto set our hands.

  
DR. DELBERT E. DAY

  
DR. SAMUEL D. CONZONE

ACKNOWLEDGEMENT

STATE OF Missouri )  
 )  
COUNTY OF Phelps )

On this 22nd day of ~~December, 1998~~ <sup>January, 1999</sup>, before me, a Notary Public, personally appeared DR. DELBERT E. DAY to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

*Sandy Grzyb*  
Notary Public

My Commission Expires:

SANDY GRZYB  
NOTARY PUBLIC - STATE OF MISSOURI  
MY COMMISSION EXPIRES MAY 22, 1999  
PHELPS COUNTY

STATE OF Missouri )  
 )  
COUNTY OF Phelps )

On this 22nd day of ~~December, 1998~~ <sup>January, 1999</sup>, before me, a Notary Public, personally appeared DR. SAMUEL D. CONZONE to me known to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and the date and year last above written.

*Sandy Grzyb*  
Notary Public

My Commission Expires:

SANDY GRZYB  
NOTARY PUBLIC - STATE OF MISSOURI  
MY COMMISSION EXPIRES MAY 22, 1999  
PHELPS COUNTY