



02-19-1999



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ET

To the Honorable Clerk of the Court
record the attached

and Trademarks: Please
copy thereof.

1. Name of conveying party(ies):

Gerard K. Newman
Jeffrey H. Harwell
Lance Lobban

neo
2-8-99

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

The Board of Regents of the
Name: University of Oklahoma
Internal Address: _____

Additional name(s) of conveying party(ies) attached? yes no

Street Address: _____
1000 Asp Avenue

City: Norman
State: OK ZIP: 73019

3. Nature of conveyance:

- Assignment Merger
- Security Agreement
- Change of Name
- Other _____

Additional name(s) & address(es) attached? yes no

Execution Date: February 3, 1999

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

If this document is being filed together with a [] new [] provisional application, the [] execution [] mailing date of the application is: _____

A. Patent Application No(s).

09/189,705

B. Patent No(s).

Additional numbers attached? yes no

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

Name: Douglas J. Sorocco
Internal Address: _____
DUNLAP, CODDING & ROGERS, P.C.
Street Address: _____
9400 North Broadway, Ste. 420
City: Oklahoma City
State: Oklahoma ZIP: 73114

6 Total no. of applications and patents involved [1]

7 Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: 04-1700
(Attach duplicate of this page if paying by deposit account)

02/16/1999 CHDAMS
01 FC:581

40.00 CH

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.

Christopher W. Corbett
Name of person signing

Christopher W. Corbett Feb. 5, 1999
Signature Date

Total number of pages comprising cover sheet [1]

ASSIGNMENT

WHEREAS: Gerard K. Newman, an individual residing at 4607 Heritage Place Drive, Oklahoma City, OK 73072; Jeffrey H. Harwell, an individual residing at 2327 Lindenwood, Norman, OK 73071; and Lance Lobban, an individual residing at 804 Morningside Drive, Norman, OK 73071 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: **ENHANCED OXIDATION OF AIR CONTAMINANTS ON AN ULTRA-LOW DENSITY UV-ACCESSIBLE AEROGEL PHOTOCATALYST**, for which application has been filed with the U.S. Patent and Trademark Office as U.S. Serial No. 09/189,705.

WHEREAS: The Board of Regents of the University of Oklahoma, a legal entity of the State of Oklahoma (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: in consideration of the receipt of good and valuable consideration, which is hereby acknowledged, and in reliance on the Patent Policy of The Board of Regents of the University of Oklahoma, adopted October 14, 1982, a copy of which is attached hereto as Exhibit A and made a part hereof, and in further reliance on the Directives issued by the Vice-Provost for Research Administration, a copy of which is attached hereto as Exhibit B and made a part hereof, ASSIGNORS have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries including the right to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said provisional application or any application, continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby authorize and request the Patent and Trademark Office Officials in the United States and any and all foreign countries to issue any and all of said Patents, when granted, to said ASSIGNEE, as the ASSIGNEE of ASSIGNORS' entire right, title and interest in and to the same, for the sole use and enjoyment of said ASSIGNEE, its successors and assigns.

FURTHER, ASSIGNORS agree that ASSIGNORS will communicate to said ASSIGNEE, or its representatives, any facts known to ASSIGNORS respecting said invention, and will testify in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitutions, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Patents to be issued to said ASSIGNEE, make all rightful oaths

and generally do everything necessary or desirable to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Dated: 2/3/99

Gerard K. Newman
Gerard K. Newman

Dated: 2/3/99

Jeffrey H. Harwell
Jeffrey H. Harwell

Dated: 2/3/99

Lance Lobban
Lance Lobban

PATENT POLICY

GENERAL STATEMENT

It is in the best interests of the University of Oklahoma and the State of Oklahoma to encourage faculty and staff members of the University to undertake creative endeavors and to receive recognition therefor. The individual or individuals who make the discoveries or inventions which become the property of the University under this Policy will share in income derived by the University from the marketing of such inventions and patent rights based thereon on such terms as the President of the University shall direct. As provided for in Paragraph 1 (A) below, discoveries or inventions made or created by employees, faculty, students, and staff of the University will become the property of the University. Any and all benefits accruing to the University and derived from such discoveries or inventions will be used to further the research enterprise of the University. The University through its President, or an officer of the University designated by the President, may recognize and contract with one or more patent service organizations, such, for example, as University Patents, Inc. or Research Corporation, in regard to obtaining, maintaining and marketing of patent rights (domestic and foreign) based on discoveries or inventions which are or shall become the property of the University pursuant to this Policy. It is not contemplated that this Patent Policy shall extend to and include questions or copyright ownership.

PATENT POLICY

1. INVENTIONS AND PATENTS

(A) All discoveries or inventions, whether patentable or unpatentable, and including any and all patents (domestic and foreign) based thereon and applications for such patents, which are made or conceived by a member of the faculty, staff, or student body of the University of Oklahoma, either in the course of employment by the University of Oklahoma or substantially through the use of facilities or funds provided by or through the University shall be the property of the University; and all rights therein shall be assigned, licensed, or otherwise commercially exploit as directed by a duly authorized officer of the University, who shall be designated by the President of the University.

(B) The Vice Provost for Research Administration shall have the responsibility of administering the research and patent affairs of the University in a manner consistent with this policy.

EXHIBIT A

(C) The Vice Provost for Research Administration shall issue written Directives to be approved by the President of the University and the Patent Advisory Committee (hereinafter called "Directives") to each member of the faculty and staff of the University, which shall govern the procedures to be followed in processing of inventions and discoveries generated within the University as specified in Paragraph (A) hereof.

(D) The President of the University shall also appoint a Patent Advisory Committee, consisting of no more than eleven (11) members, including the Vice Provost for Research Administration and/or his/her designee. The Vice Provost for Research Administration or his/her designee shall act as Chair of the Committee. The Patent Advisory Committee functions shall be those of recommending changes in the Directives and consulting with the Vice Provost for Research Administration in regard to the disposition and handling of specific inventions and discoveries falling within the purview of this policy. The Patent Advisory Committee shall meet at the pleasure of the Chair.

(E) The Patent Advisory Committee shall consist of the following members:

The Vice Provost for Research Administration and/or his/her designee, The Executive Director, University of Oklahoma Foundation, Inc. One member appointed by and serving at the pleasure of the President, Two staff members appointed for two-year staggered terms by the President from at least twice as many nominations submitted by the Employee Executive Council, and Six faculty members (three from each campus) appointed for three-year staggered terms by the President from at least twice as many nominations submitted by the two Faculty Senates.

Each member of the Committee shall have one vote. In the event a student's interest is being considered, the President at his/her discretion may appoint a student to the Committee to participate in the deliberation and voting of the Committee in that particular case only.

If any member of the Committee fails to attend as many as four consecutive meetings of the Committee and, if in the opinion of a majority of the Committee members, these absences have not been justified, the Committee Chair shall advise the President and request that this appointment to the Committee be terminated and replacement appointed for the unexpired portion of the term. The Committee may also review this Policy from time to time and may recommend changes to the President.

II. CONDITION OF EMPLOYMENT

The terms of this Patent Policy and the Directives issued pursuant to Paragraph C hereof are a part of any contractual relationship of the University with any member of the faculty, staff, or student body. This policy and the Directives, as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee of the University and a part of the conditions of enrollment and attendance at the University by all students engaged in research using University facilities.

PATENT POLICY

GENERAL STATEMENT

These Directives are issued pursuant to the Patent Policy adopted by the Board of Regents of the University of Oklahoma on October 14, 1982 and pursuant to approval thereof by the President of the University. They are to be included in and made part of the University Faculty/Staff Handbooks and are incorporated by reference in each and every employment entered into between the University and each employee, faculty member and staff member of the University.

1. Any discovery or invention falling within the purview of Paragraph I (A) of the Patent Policy adopted October 14, 1982 must be submitted in writing to the Office of Research Administration using the form attached hereto as Exhibit A.

2. The Vice Provost for Research Administration, following consultation with the Patent Advisory Committee, when appropriate, shall direct that each such invention or discovery be either:

- (a) Released outright to the discoverer or inventor in the event the Vice Provost for Research Administration determines that the discovery or invention does not meet the criteria set forth in Paragraph I (A) of the Patent Policy; or
- (b) Released outright to the discoverer or inventor in the event the Vice Provost for Research Administration determines that the discovery or invention does not merit or warrant exploitation on behalf of the University; or
- (c) Retained by the University for exploitation by the University; or
- (d) Transferred to a patent service organization with whom the University deals for commercial development by such organizations; or
- (e) Released to the individual, organization or agency sponsoring the research in the course of which the discovery or invention was made if such action is required under the terms of the research contract with such individual, organization or agency, or is required by law; or
- (f) Licensed by the University to another person, firm, or corporation.

EXHIBIT B

3. The discoverer or inventor shall be required, if requested by the Vice Provost for Research Administration, to apply for patent protection on each such discovery or invention, title to which is retained by the University in such countries as may be designated by the Vice Provost for Research Administration and to assign his/her interest in and to any such applications for patent so filed to the University or its nominee. All costs involved in obtaining and maintaining patent protection, domestic or foreign, shall be borne by the University or its nominee. The Vice Provost for Research Administration shall act to protect the interests of both the inventor and the University during the time period the patent is being sought and the invention is being commercially exploited; he/she shall inform the inventor regularly and promptly of the steps taken to obtain the patent and to exploit it. In the event a dispute arises between the inventor and the University regarding a pending or active patent, either party may request a meeting with the Patent Advisory Committee, which shall attempt to resolve the dispute to the satisfaction of both parties.

4. The University will pay to the discoverer (or discoverers if more than one) or inventor (or inventors if more than one) at least thirty-five percent (35%) of the net consideration received by the University through exploitation of any invention meeting the criteria set forth in Paragraph I (A) of the Patent Policy of the University. Another fifteen percent (15%) of the net consideration received will accrue to the inventor's (or inventors') primary department (or be divided between the inventors' primary departments, if more than one) for its research purposes. The remaining fifty percent (50%) of the net consideration received will accrue to the University for use in the furtherance of its research programs and goals. If only nominal use of University facilities and resources was made in the creation of the invention, the President will consider a greater sharing of net consideration received with the inventor(s), and a lesser share of net consideration received by the department and the University, if so recommended by the Patent Advisory Committee. A sharing of net income fifty percent (50%) for the inventor(s) and fifty percent (50%) for the University and department may be recommended for inventions based primarily upon ideas and discoveries resulting from work funded by outside agencies in response to proposals originated by the inventor(s).

The inventor and his or her department shall be paid their share of the net consideration in a timely manner after income is received by the University and be furnished with regular statements of income derived from exploitation of the invention. Net consideration refers to that portion of the gross royalties returned to the University which remain after costs involved in the research directly related to the patent plus those directly involved in processing the disclosure, patent, and licensing agreements, have been deducted. The costs directly related to the research, if University funds have been used in support of the work, shall be determined at the time of filing for the patent if at all possible. The cost will include only those direct and indirect costs directly related to the invention. The cost figure will be mutually agreed to by the inventor(s) and the Vice Provost for Research Administration. Cases of disagreement may be applied to the Patent Advisory Committee.

REPORT OF INVENTION

Title of Invention _____

Attach complete description (with sketches, photos, etc.), explaining all novel features and all foreseeable uses. Also, provide brief abstract of invention type, purpose, and primary uses below. _____

Chronological Development:

1. Approximate date of conception _____
2. Date of first written description _____
3. Date of first test (if applicable) _____
4. Names and affiliations of witnesses or collaborators _____

5. First disclosure to non-University personnel (date, place, nature of disclosure) _____

6. Publication(s) where disclosed (date, title, publisher--attach reprints if have) _____

Sources supporting work leading to invention (estimate percent support by each):

1. University source _____
2. External source (agency, grant/contract number, other) _____

Do you know of any prior patents or patent applications in this area? If so, provide descriptions, patent holders, etc.) _____

Please describe any known commercial interest in this invention, listing specific companies, and/or give your estimate of commercial potential _____

Other pertinent information or remarks _____

INVENTOR(S) :

Signature _____
Name/Position _____
Department _____
Date _____

Signature _____
Name/Position _____
Department _____
Date _____

